

## AGREEMENT FOR AUTHORIZED DEALERSHIP

This Agreement is entered into between **Earth Manufacturing, LLC, by and through its Sole Managing Member, Nathan G. Kelly**, (“Manufacturer”) and \_\_\_\_\_ (“Dealer”) and its authorized representative \_\_\_\_\_.

Whereas, Manufacturer is in the business of manufacturing various products for sale to the general public, dealers and distributors.

Whereas, Dealer is in the business of providing sales techniques, buying products and reselling.

### **Non-Exclusivity**

1. Relationship: Dealer hereby declares himself to be an independent entity and further declares that he is not an employee of the Manufacturer. Both parties agree that Dealer is free to perform services for any other person or company under terms established by the Earth Manufacturing, LLC.
2. No Training Needed: Dealer represents that he needs no training in the selling of the products offered by Manufacturer in order to perform such services. However, some training may be necessary regarding the product use.
3. Engagement: Manufacturer hereby engages Dealer to perform the services set forth on Schedule A, as though fully set forth hereunder.
4. No Control: Both Manufacturer and Dealer agree that Manufacturer shall not exercise any control over the manner in which Dealer performs any services other than Dealer requisite of quantity purchase qualifying an authorized Dealer and installation requisite of Series Owner’s Manuals.
5. Equipment: Dealer shall provide his own tools, equipment and provide his own fuel and transportation costs, including lodging, in the performance of the services agreed.
6. Material - Permits - Licenses: Manufacturer shall not be responsible for reimbursing Dealer or otherwise providing or paying for any materials used by Dealer, except the following:
  - 6.1. With exception to brochures, product literature and participatory cost share cooperative advertising, all cost(s) associated with advertising or attendance at trade shows are wholly and solely the responsibility of the Dealer.
  - 6.2. Dealer warrants that he has or will comply with all Federal, State and local laws regarding any licenses or permits that may be required for him to perform the services pursuant to this agreement.
7. Schedule: Dealer shall not be required to follow any routine or schedule. Dealer shall determine his own schedule so long as he performs the work which he undertakes to perform.
8. Attendance at Meetings: Dealer is not required to report to Manufacturer's office at any specific time, but his attendance at any conferences, briefings or meetings are encouraged and highly recommended by Manufacturer.
9. Hiring, Supervising, and Paying Employee: Dealer shall be responsible for hiring, supervising and paying his own employees. In no way shall Dealer be acting in the capacity of manager, supervisor or in any other capacity on behalf of Manufacturer if and when Dealer engages other persons to assist Dealer.
10. Oral or Written Reports: Dealer may, but shall not be required to submit any regular oral or written reports as to his progress or relating to the services performed.
11. Payment: Dealer shall be paid for his services as provided on Exhibit B.
12. Benefits: Manufacturer provides no benefits to Dealer. Dealer shall not be entitled to any benefits that would otherwise accrue if Dealer were an employee of Manufacturer.
13. Taxes - Returns: Dealer accepts full and complete responsibility for filing all tax returns and paying all taxes which may be required or due for payments received from Manufacturer under the terms and conditions of this Agreement.
14. Withholding: Both parties agree that Manufacturer shall not be required to withhold any amounts from any sums due Dealer nor shall Manufacturer be liable for payment of any State or Federal

Income Tax, FICA, Social Security, Employment Taxes, Medicare Taxes or otherwise on any sums due Dealer.

16. Services for More Than One Business At A Time: This agreement is exclusive as follows:

16.1 Confidential Information. Dealer, during the Negotiations leading up to this Agreement, during the term of this Agreement and thereafter will not, directly or indirectly (without Manufacturer's prior written consent), use for himself or use for, or disclose to, any party other than the Manufacturer,

or any subsidiary or affiliate of the Firm, any Confidential Information, as hereafter defined, including but not limited to the following:

16.1.2 The business of the Manufacturing, or any of its subsidiaries or affiliates;

16.1.3 The terms of this Agreement, including any renewals thereof;

16.1.4 As used herein, "Confidential Information" means all technical and business information of the Manufacturer's, customer lists, charts and all services provided to customers, and its subsidiaries and affiliates all of which is of a confidential, trade secret and/or proprietary character.

17. Term - Termination: The term of this Agreement shall begin on the date of the last execution hereof and shall remain in force annually. Either party may terminate the Agreement at any time, with or without cause, by giving ninety (90) days' written notice to the other.

18. Waiver of Claims by Dealer - Hold Harmless: Dealer agrees not to assert in any court of law or administrative proceeding (e.g., IRS, Unemployment Compensation, Workers Compensation) that he is an employee of the Manufacturer. Dealer shall hold Manufacturer harmless for any insurance, liability, taxes, fees, or other expenses, including legal fees and costs.

19. Notices: Any notice given in connection with this Agreement shall be given in writing and shall be delivered either by hand to the other party or by certified mail, return receipt requested, to the other party at the other party's address stated herein. Either party may change its address stated herein by giving written notice to the other.

Dealer : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Manufacturer: Earth Manufacturing, LLC  
P. O. Box 310  
Mountain Grove, MO 65711

20. Assignment: This Agreement may not be assigned by the Dealer without the Manufacturer's prior written permission.

21. Waiver: The waiver by either party of a breach of any provision of this Agreement shall not operate, or be construed, as a waiver of any subsequent breach.

22. Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings between the Manufacturer and the Dealer.

23. Applicable Law: This Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of Missouri.

24. Headings: The headings have been inserted for convenience only and are not to be considered when interpreting the provisions of this Agreement.

25. Binding Arbitration. All disputes and controversies between any of the Members relating to the subject matter of this Agreement shall be resolved by arbitration before a proceeding administered by the American Arbitration Association and in accordance with the rules of the American Arbitration Association. In connection therewith, discovery shall be permitted pursuant to the provisions of the Missouri and Federal Rules of Civil Procedure. Any matter determined by arbitration as aforesaid shall be final and binding upon all of the parties thereto.

**THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.**

Dated:

\_\_\_\_\_ (“Manufacturing”)  
\_\_\_\_\_ By

\_\_\_\_\_ (“Dealer “)  
\_\_\_\_\_ By  
\_\_\_\_\_

**EXHIBIT A**

Services to be rendered by Dealer:

1. The Dealer shall perform the following services to the best of his abilities and to the Manufacturer's satisfaction, including, without limitation:

(A) Sales of the products of the Manufacturer to clients of the Dealer, distributors, or dealers, upon terms acceptable to the Firm, representing the products and the Firm in a truthful and accurate manner;

(B) Attendance at trade shows, conferences and other appropriate venues to develop additional and stronger outlets for the products of the Firm;

(C) Performance of sales calls and contacts to clients and potential clients in order to maximize the sales of the products of the Manufacturer;

EXHIBIT B - The Dealer shall receive a dealer price sheet and minimum order quantity requirements of units and accessories from the Manufacturer at a wholesale price FOB factory. The dealer has sole discretion to price units and accessories at a desired profit margin. However, manufacturer encourages the use of their MSRP excluding issues of the freight cost. Orders made by new dealers require 100% payment at shipment. Future terms are at the discretion of the manufacturer. See attached dealer price sheet.