

INLAND MARINE SUPPLY®, INC.  
AUTHORIZED DEALER AGREEMENT

This Authorized Dealer Agreement (Agreement) is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ between Inland Marine Supply®, Inc. and \_\_\_\_\_ (Dealer) on the terms and conditions specified herein as follows:

1. *Authorized Catalog and Website.* Under the Agreement, Dealer is authorized to market, advertise, offer to sell, sell, and/or fulfill products supplied by INLAND MARINE SUPPLY by Dealer's catalog (Catalog) and from Dealer's Internet website, having the following Uniform Resource Locator (URL): \_\_\_\_\_ (Website), as long as Dealer does not violate INLAND MARINE SUPPLY's MAP pricing and/or INLAND MARINE SUPPLY's manufacturers' MAP pricing, if any.
2. *Scope of Agreement.* The authorization granted hereunder is for the aforesaid Catalog and/or Website only and Dealer shall not market, advertise, offer to sell, sell and/or otherwise fulfill orders of INLAND MARINE SUPPLY products from any other Catalog or Internet website or location without INLAND MARINE SUPPLY prior written consent.
3. *Non-Exclusive Catalog and Site License to Trademarks and Copyrights.*
  - a. Dealer shall at all times be a non-exclusive Authorized Dealer of INLAND MARINE SUPPLY's products. Dealer is granted a limited, non-exclusive, Catalog-specific, and Website-specific license to use certain trademarks, trade dress and copyrights owned by manufacturers of products of which INLAND MARINE SUPPLY is a distributor, and the validity of which is acknowledged by Dealer, as long as Dealer does not violate the manufacturer's MAP pricing or misrepresent the products.
4. *Acceptance of Terms and Conditions and Retail Dealer Policy.* Dealer acknowledges that Dealer has read and agrees to be bound by the Terms and Conditions of Sale and Internet/Catalog Dealer Policy as provided in writing by INLAND MARINE SUPPLY, which are incorporated herein by reference, and which may be amended from time to time at the sole discretion of INLAND MARINE SUPPLY.

5. *Auditing of the Catalog and Website.*
  - a. INLAND MARINE SUPPLY may audit the Catalog and/or Website at any time. After such an audit INLAND MARINE SUPPLY must give written notice of any deficiencies in the Catalog and/or Website, or any elements of non-compliance with this Agreement and provide Dealer with fifteen (15) days in which to correct the deficiencies.
  - b. If Dealer does not make corrections satisfactory to INLAND MARINE SUPPLY within the fifteen (15) days, INLAND MARINE SUPPLY has the right to immediately terminate this Agreement.
  
6. *Non-Agency.*
  - a. Nothing contained herein shall affect, modify, or change the fact that INLAND MARINE SUPPLY and Dealer are separate legal entities and are not representatives or agents of each other.
  - b. This Agreement does not create a joint venture, partnership and/or agency relationship. INLAND MARINE SUPPLY shall bear no responsibility, directly or indirectly, for Dealer's Catalog or Website or for the transactions made in connection thereto.
  
7. *Assignment.* This Agreement is non-assignable and may not be transferred by Dealer to any other person or entity and may not be transferred to any other Internet site, regardless of ownership of the site.
  
8. *Term and Termination.*
  - a. This Agreement shall remain in force and effect for a term of two (2) years from the date of the Agreement, and shall renew automatically for successive one (1) year periods, unless terminated by either party by 30 days written notice delivered to the other party.
  - b. This agreement shall, at all times, be cancelable by either party, without cause, upon 30 days written notice, and for cause upon five (5) days written notice. Cause shall be considered any breach of any provision of this Agreement.
  
9. *Entire Agreement and Amendments.*
  - a. This Agreement constitutes the entire understanding between the parties hereto in respect of the subject matter hereof, and

supersedes any prior agreements or understandings.

- b. This Agreement cannot be amended by any oral agreement of understanding or by any past practice or course of dealing. Amendments or changes hereto, if any, can only be made in writing, duly signed, by all parties hereto.
- c. No sales representative or non-authorized employee of INLAND MARINE SUPPLY has any authority, express, or implied, to amend, alter, or change this Agreement.

10. *Severability.* If any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, such shall not affect the validity or enforceability of any other provision hereof, and the parties hereto shall agree upon a modification of this Agreement with respect to such illegal or unenforceable, or void provision to eliminate such invalidity.

11. *Governing Law.* This Agreement shall be enforced and interpreted according to the laws of the State of Tennessee.

12. *Notice.*

- a. All notices, statements, and other documents to be given or delivered, shall be given in writing either by personal delivery, by certified mail or other delivery, which delivery is evidenced by signed receipt.
- b. The address for delivery for each party is as follows:

INLAND MARINE SUPPLY:

Inland Marine Supply<sup>®</sup>, Inc.  
P.O. Box 171  
Silver Point, TN 38582

**Phone:** Toll Free: 1.866.598.1560

**Fax:**

Dealer:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

13. *Waiver.* A failure by either party to require performance of any term or obligation of this Agreement shall not be a waiver of its right to subsequently enforce such term, enforce other terms of this Agreement, or terminate this Agreement.

Inland Marine Supply<sup>®</sup>, Inc.

By: \_\_\_\_\_

Authorized Dealer

By: \_\_\_\_\_

Name:

Title:

