



**AGREEMENT BETWEEN GREEN MOUNTAIN DISTRIBUTING AND DEALER**

THIS AGREEMENT IS MADE THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, between \_\_\_\_\_ (hereinafter called "Dealer"), located at \_\_\_\_\_, and Green Mountain Distributing (hereinafter called "GMD"), located at: 632 S Broadway, Salina, KS 67401.

**WHEREAS:**

GMD owns the exclusive distribution rights for Products manufactured or caused to be manufactured by Green Mountain Grills LLC, a Nevada limited liability company.

Dealer has an established marketing network and sells goods of other manufacturers and is desirous of selling Green Mountain products distributed by GMD.

GMD agrees to appoint the dealer on the terms and conditions below:

- 1) Dealer initially shall purchase the minimum quantities of products as follows: 4 (four) grills \*, 4 (four) grill covers, 1 (one) pallet (75 bags) of Premium Grilling Pellets in one of the following blends: Gold, Fruitwood, or Texas, 1 (one) sampler case of assorted GMG rubs, 1 (one) sampler case of assorted GMG sauces, and 1 (one) GMG display banner. *\*The only grills that count towards the minimum order quantity are the Jim Bowie and Daniel Boone grills.*
- 2) This agreement shall remain in force for a minimum period of **1 year** renewable in periods equal to that specified in this paragraph.
- 3) All accounts are *PREPAY ONLY* and payable at time of invoicing by one of the following methods: cash, check, or credit card. The order will not be released till payment is made.
- 4) GMD shall supply publicity and advertising material to Dealer in sufficient quantity for display at the dealer's location.
- 5) Dealer shall make good faith efforts for the promotion of the sales of GMD's products.
- 6) Dealer may terminate this agreement with thirty days written notice.
- 7) GMD may terminate this agreement with cause defined as failure to pay invoices when due, or failure to sell sufficient quantities of GMD products within the period specified in paragraph #2.
- 8) GMD agrees to supply to Dealer its products as per Dealer's orders. Failure to supply because of circumstances beyond GMD's control shall not however constitute a breach of this contract.
- 9) The Dealer acknowledges and accepts the following restrictions on their dealership regarding advertising online: **a)** No selling on Ebay. **b)** Selling on Craigslist okay, but NO PRICING. **c)** No online discounting. **d)** No online retailing designed to market GMG products outside your primary marketing area (PMA), except for GMG "authorized" promotions/specials. **e)** Advertising on your own website, newspaper, etc. pricing can be no lower than MSRP (less any advertised rebates by GMG). "Offering to ship free" is not allowed either. Please contact us if you have any questions regarding advertising of GMG.

X \_\_\_\_\_  
Dealer Representative                      Date

X \_\_\_\_\_  
GMD Representative                      Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name



# Green Mountain Distributing REFERENCES

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

Contact Person: \_\_\_\_\_ Cell phone No: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Type of Business: \_\_\_\_\_ Year Business Opened: \_\_\_\_\_

Phone No: \_\_\_\_\_ Fax No: \_\_\_\_\_ Email: \_\_\_\_\_

Fed ID No: \_\_\_\_\_ Business Owners Name: \_\_\_\_\_

Sales Tax No: \_\_\_\_\_

## **Bank Reference**

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone No: \_\_\_\_\_ Year Account Opened: \_\_\_\_\_

## **Trade References**

Company Name: \_\_\_\_\_ Phone No: \_\_\_\_\_

Company Name: \_\_\_\_\_ Phone No: \_\_\_\_\_

Company Name: \_\_\_\_\_ Phone No: \_\_\_\_\_

***Please fax this sheet to 785-823-0505 or mail to GMD at 632 S Broadway, Salina, KS 67401***

**KANSAS DEPARTMENT OF REVENUE**  
**RESALE EXEMPTION CERTIFICATE**

The undersigned purchaser certifies that the tangible personal property or service purchased from:

Seller: \_\_\_\_\_  
Business Name

Address: \_\_\_\_\_  
Street, RR, or P. O. Box City State Zip + 4

will be **resold** by me in the form of tangible personal property or repair service. I hereby certify that I hold valid Kansas sales tax registration number \_\_\_\_\_, and I am in the business of selling \_\_\_\_\_  
(May attach a copy of registration certificate)

\_\_\_\_\_  
(Description of product(s) sold; food clothing, furniture, etc.)

**Description of tangible personal property or services purchased:** \_\_\_\_\_

I understand and agree that if the items purchased with this certificate are used for any purpose other than retention, demonstration, or display while being held for sale in the regular course of business, I am required to report and pay the sales tax, based upon the purchase price of the items.

Purchaser: \_\_\_\_\_  
Name of Kansas Retailer

Address: \_\_\_\_\_  
Street, RR, or P. O. Box City State Zip + 4

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**THIS CERTIFICATE MUST BE COMPLETED IN ITS ENTIRETY.**

**WHO MAY USE THIS CERTIFICATE?** Only those businesses, groups and organizations that are registered to collect Kansas sales tax and provide their Kansas sales tax number on this form may use this certificate to purchase inventory without tax. The seller may require a copy of the buyer's Kansas sales tax registration certificate as a condition for honoring this certificate. See also *Resale Exemption Certificate Requirements* in Publication KS-1520, Kansas Exemption Certificates.

Nonprofit groups or organizations exempt by law from collecting tax on their retail sales of tangible personal property (such as a PTA or a nonprofit youth development organization) should use the exemption certificate issued to it by the Department of Revenue when buying items for resale.

Wholesalers and buyers from other states not registered in Kansas should use the Multi-Jurisdiction Exemption Certificate, Form ST-28M, to purchase their inventory. HOWEVER, if the inventory item purchased by an out-of-state buyer is drop shipped to a Kansas location, the out-of-state buyer must provide a Kansas sales tax number, either on this certificate or the Multi-Jurisdiction Exemption Certificate, for the sale to be exempt.

**Contractors, subcontractors, or repairmen may not use this certificate to purchase their materials, parts, or tools.** Retailer/Contractors should use a Retailer/Contractor Exemption Certificate, Form ST-28W, to purchase their resale inventory.

**WHAT PURCHASES ARE EXEMPT?** Only goods or merchandise intended for resale (inventory) are exempt. Tools, equipment, fixtures, supplies, and other items purchased for business or personal use are TAXABLE since the buyer is the final consumer of the property.

The items purchased with this certificate must correspond to the type of business buying them. For example, a retail clothing store may only reasonably purchase items of wearing apparel and accessories with this certificate. All other kinds of items are not usually sold by a clothing store to their customers and, therefore, cannot be purchased with this certificate.

**LABOR SERVICES.** This certificate applies ONLY to items of tangible personal property. A contractor may not use an exemption certificate to purchase the labor services of another contractor or subcontractor. Taxable labor services performed by a contractor can ONLY be purchased without tax with a Project Exemption Certificate issued by the department or its authorized agent.

**RETAINING THIS CERTIFICATE:** Sellers should retain a completed copy of this certificate in their records for at least three years from the date of sale. A seller is relieved of liability for the tax if it obtains a completed exemption certificate from a purchaser with which the seller has a recurring business relationship. A certificate need not be renewed or updated when there is a recurring business relationship between the buyer and seller. A recurring business relationship exists when a period of no more than 12 months elapses between sales transactions.

## Personal Guaranty

Whereas, Green Mountain Distributing, has, at the request of  
\_\_\_\_\_ **OWNER** \_\_\_\_\_, agreed to supply Green Mountain Grills  
and accessories to \_\_\_\_\_ **BUSINESS** \_\_\_\_\_, for sale through  
retail store(s) on credit, \_\_\_\_\_ **OWNER** \_\_\_\_\_ hereby  
unconditionally guarantees payment of whatever amount,  
\_\_\_\_\_ **OWNER** \_\_\_\_\_, shall at any time be owing to Green  
Mountain Distributing, on account of goods hereafter delivered, whether said  
indebtedness is in form of notes, drafts, or open account. This shall be an open  
and continuing guaranty and shall continue in force notwithstanding any change  
in the form of indebtedness, or renewals, or extensions granted to the customer,  
without obtaining any consent thereto, and until expressly revoked by written  
notice from \_\_\_\_\_ **OWNER** \_\_\_\_\_ to Green Mountain Distributing.  
Any such revocation shall not in any manner affect the liability of  
\_\_\_\_\_ **OWNER** \_\_\_\_\_ as to any indebtedness contracted prior  
to the revocation.

In the event payments due under this guaranty are not punctually paid  
upon demand, then the undersigned shall pay all reasonable costs and attorney  
fees necessary for collection and/or enforcement of this guaranty.

The undersigned warrants that he/she has full authority to enter into this  
guaranty.

Green Mountain Distributing shall not be required to exhaust the remedies  
against \_\_\_\_\_ **OWNER** \_\_\_\_\_ prior to enforcing its rights under this  
guaranty against the undersigned. The obligation of  
\_\_\_\_\_ **OWNER** \_\_\_\_\_ shall be primary and/or secondary at the  
election of Green Mountain Distributing.

Notice of indebtedness and of default in payment is hereby waived.  
Liability under this guaranty is unlimited.

This agreement shall be binding upon and for the benefit of the parties  
hereto and their respective heirs, devisees, legatees, executors, administrators,  
personal representatives, legal representatives, fiduciaries, successors, and  
assigns. It is agreed upon by and between the parties that this agreement shall  
be interpreted and enforced according to the laws of the State of Kansas.

Signed on \_\_\_\_\_, 20\_\_\_\_.

**OWNER**

\_\_\_\_\_  
Guarantor

\_\_\_\_\_  
Witness