



Mail: 1218 Wasco Street, Hood River, OR 97031
 Shipping: 390 Evergreen Drive, Suite North E&F, North Bonneville, WA 98639
 Phone: 509-427-4950
 Fax: 509-427-4566
 Email: info@rideengine.com
 Web: www.rideengine.com

Ride Engine Dealer Agreement

This Dealer Agreement is made and entered into as of _____ by and between Ride Engine a Washington limited liability company whose address is above and

 (Dealer) (Address)

Dealer has submitted a Ride Engine dealership application requesting Ride Engine to accept dealer for the selling of Ride Engine products on the terms and conditions contained in this agreement.

TERM: This agreement is effective _____ and will remain in effect until cancelled as provided in Paragraph D.3

Both parties mutually agree to the following:

A. Dealer Obligations:

By this agreement Ride Engine grants Dealer the non-exclusive right to sell certain Ride Engine products (referred to as the "products") from and only from the retail selling space at the location or locations approved and accepted by Ride Engine (the "Authorized Location"). The Authorized Location is listed in Exhibit A. This agreement shall not give Dealer any rights to sell the products at any other locations, off-site events, or sell to individuals or entities which are likely to engage in transshipping, or re-wholesaling. Violations will result in the loss of volume discount, allowances and/or termination of both Dealer Agreement and if applicable, Ride Engine's Internet Sales Authorization Agreement. Internet Sales are strictly prohibited unless prior written approval is obtained from Ride Engine and Dealer enters into the written Internet Sales Authorization Agreement. [] DEALER INITIAL

1. Dealer shall maintain a place of business, display room and service department satisfactory to Ride Engine at all times. In order to ensure that the quality in sales and service is maintained, the Dealer agrees to deal only directly and in person with the prospective or actual purchaser of the products through direct personal contact at the Authorized Location.
2. Dealer will use its best efforts to promote demand for and sale of the products and will maintain adequate inventory, facilities and sales personnel for this purpose. Dealer will instruct its sales personnel on the products, including all safety features and techniques so they may adequately demonstrate them to the customer before the customer leaves the Authorized Location. The Dealer shall sell the products subject only to the terms of the Ride Engine Limited Warranty, as amended from time to time and make no representation or warranties to its customers with respect to the products in addition to Ride Engine's Limited Warranty.
3. Relationships, Trademarks – Dealer shall at all times be deemed a non-exclusive dealer of Ride Engine products, and as such shall not be an agent, employee or representative of Ride Engine, but rather shall be an independent contractor. Dealer shall have no authority to bind or obligate Ride Engine in any manner or for any purpose. The Dealer shall do nothing which might prejudice or adversely affect the validity of Ride Engine's trademarks or their ownership. Upon termination of this agreement, the Dealer shall discontinue and abandon the use of the names Ride Engine and shall immediately cease to advertise or represent itself as a Ride Engine Dealer.



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B. Ride Engine's Obligations:

1. Ride Engine may agree to furnish the Dealer with advertising and promotional materials in quantities and types commensurate with sales in Ride Engine's sole discretion. Ride Engine may agree to hold sales seminars, at which sales and service representatives from Ride Engine will be present for the purpose of developing and maintaining the expertise of the Dealer with respect to the products.
2. Credit – Ride Engine's obligations under this agreement are hereby expressly made subject to the complete and continued compliance by the Dealer with all credit terms, as set forth below and as reflected in Dealer's application for credit, and the shipping and sales documents of Ride Engine. Ride Engine will review such compliance prior to filling each order submitted by the Dealer and no such order will be filled unless Ride Engine satisfies itself to such compliance.

C. Financial Terms

1. All invoices from Ride Engine shall be paid in accordance with their terms. Any and all amounts not paid when due shall lose all quantity, freight, advertising, and marketing discounts and allowances and shall remain payable along with interest at the rate of two percent (2%) per month or any part thereof, or the maximum rate allowed by law, whichever is less, commencing from the date such payment is late.
2. The Dealer agrees to pay all costs of collection, including reasonable attorney fees, incurred by Ride Engine as a result of the failure of the Dealer to make payments to Ride Engine when due. Dealer hereby grants Ride Engine a security agreement in Dealer's entire inventory of Ride Engine products. Dealer shall execute, upon request, such additional security agreements and financing statements on Ride Engine inventory and equipment of the Dealer in order to protect Ride Engine's interests.
3. All amounts payable, at any time, to Ride Engine by the Dealer shall, at the option of Ride Engine and upon written notification to the Dealer, become immediately due and payable in the event of: delinquency, insolvency, or commencement of a proceeding in bankruptcy or reorganization by or against the Dealer, assignment for the benefit of creditors by the Dealer, or any statement or representation made to Ride Engine by the Dealer pertinent to its financial conditions which is determined by Ride Engine to be false or misleading. The provisions of this item shall apply regardless of the termination of this agreement.

D. General Terms

1. Enforcement of the Agreement – This agreement constitutes the entire understanding of the parties and supersedes any prior agreements, written or oral, and shall be construed in accordance with the laws of the state of Washington. Any suit involving or arising out of this Agreement shall be brought in the Skamania County Superior Court, and each party hereby consents to the jurisdiction of that court. Past practice and course dealings between the parties shall not be used to amend the terms of this agreement. The failure of either party to require the performance of any term of this agreement or the waiver by either party of any breach shall not prevent a subsequent enforcement of such term, nor be deemed a waiver of any subsequent breach.
2. Assignment – This agreement may not be assigned in whole or in part by the Dealer without written approval of Ride Engine. It is agreed by the parties that the term "assignment" includes a change of ownership or control of Dealer.



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3. Termination – Either party may terminate this Agreement with or without cause at any time on 30 days written notice to the other party; provided however that Ride Engine may terminate this agreement immediately by written notice to Dealer upon the Dealer’s breach of this agreement.

Ride Engine:

By _____

Print Name _____ Date _____

Dealer:

By _____

Print Name _____ Date _____

EXHIBIT A
[Authorized Location]

Business Name _____
 Physical Address _____
 City _____
 State _____
 Zip Code _____



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Ride Engine Internet Sales Authorization Agreement

This Internet Sales Authorization Agreement (“Agreement”) by and between Ride Engine, 1218 Wasco Street, Hood River, OR 97031, and _____ (“Dealer”), is entered into on this date _____

Ride Engine in its sole discretion, reserves the right to discontinue doing business with any dealer that violates this Internet Sales Authorization Agreement.

Ride Engine recognizes that dealers are free to make their own decisions to advertise and sell any Ride Engine product at any price they choose, without consulting or advising Ride Engine. Similarly, Ride Engine will exercise its right to make its own decisions regarding the Ride Engine Authorized Dealer Network: terms, discounts, freight incentives, supplemental marketing materials, point-of-purchase displays, product allocation, new product availability, or future promotional, joint marketing, or sponsorship programs.

A limited amount of online retailers will be selected and approved to sell Ride Engine products over the internet. Not all dealers will be approved for internet commerce, and each website will be reviewed independently by Ride Engine. Ride Engine reserves the right, in its sole discretion, to evaluate and select all prospective online dealers.

Both parties mutually agree to the following:

Dealers are not authorized to sell any products on the Internet without signing this agreement

Website Standards: Dealer's websites must comply with all applicable laws, including laws related to intellectual property, false advertising, processing credit cards, taxes and consumer protection requirements applicable to any Ride Engine products sold on your website. Dealer must use appropriate security and encryption technology, and must be PCI compliant. The websites must have and enforce a privacy policy compliant with all applicable law and regulations.

Online Marketing: No dealer may use any Ride Engine trademark in its domain name or advertise any non-existent URL containing any Ride Engine trademark. Dealers may include Ride Engine products in paid search campaigns. All bidding must have at least one product or applicable product category referenced in the keyword. Dealers may not bid solely on Ride Engine trademarks. Dealers may not use any misspelling of “Ride Engine,” or of its brand names or its products in the ad title or text. Dealers must have clearly stated affiliate marketing policies that prohibit affiliates from bidding on Ride Engine trademarked terms and such policies must be made available to Ride Engine upon request. Ride Engine reserves the right to retract the approved bidding of brand terms in paid search at any time.

In order to sell In-line Ride Engine products online; Dealer must participate in Ride Engine’s pre-booking program for each category they wish to sell.

Authorized Categories:

Foil _____	Dealer Initials _____	Date _____
Wind _____	Dealer Initials _____	Date _____
Neoprene _____	Dealer Initials _____	Date _____



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Ride Engine Internet Sales Authorization Agreement

Dealer Owned Websites:

Dealer must sell through a website or websites owned and operated by Dealer, and must list the specific URL's

Website: _____
 Website: _____
 Website: _____
 Website: _____

Dealer may NOT sell ANY products on any web auction/bidding sites or classified postings

Dealer may not sell to any third party, or on any third party websites for re-sale

Dealer may NEVER sell to International Retailers or Distributors, or anyone that may potentially re-sell Ride Engine products to an International customer

Marketplaces:

Amazon, Jet, Walmart, Google Shopping, Etsy, Buy.com, Ebay, Bonanza and others

If the dealer chooses to list products on various marketplaces permission must be granted from Ride Engine

Please list specific Marketplaces with your Marketplace shop name:

Marketplace _____ Name _____
 Marketplace _____ Name _____
 Marketplace _____ Name _____
 Marketplace _____ Name _____

Dealers cannot create SKU's in the Amazon Marketplace – Ride Engine will set up all SKU's in Amazon

Ride Engine will not 'drop ship' for marketplace orders – you must fulfill orders from your location

All inline products listed in marketplaces must be at **Suggested Retail Pricing – MAP pricing is not permitted in Marketplaces** _____ **Dealer Initials**

Any dealer using lower pricing strategies to 'win the buy box' will not be authorized to sell in marketplaces



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Ride Engine Internet Sales Authorization Agreement

All Terms of the Ride Engine Dealer Agreement between Ride Engine and Dealer which are not inconsistent with this agreement are incorporated into this agreement by reference.

I have read the foregoing statement of terms and conditions, understand the contents, and acknowledge that this constitutes the complete Internet Sales Authorization Agreement between the Dealer and Ride Engine.

I certify I am authorized to sign for and on behalf of the Dealer, and agree to be bound by the terms and conditions of this Internet Sales Authorization Agreement.

Ride Engine:

By _____

Print Name _____ Date _____

Dealer:

By _____

Print Name _____ Date _____

Minimum Advertised Price Policy (MAP)

Ride Engine has adopted a MAP policy for its Dealers. Ride Engine, in its sole discretion, reserves the right to modify its MAP policy in whole or in part at any time, and to discontinue doing business with any dealer that violates this MAP Policy.

Ride Engine recognizes that dealers are free to make their own decisions to advertise and sell any Ride Engine product at any price they choose, without consulting or advising Ride Engine. Similarly, Ride Engine will exercise its right to make its own decisions regarding the Ride Engine Authorized Dealer Network: terms, discounts, freight incentives, supplemental marketing materials, point-of-purchase displays, product allocation, new product availability, or future promotional, joint marketing, or sponsorship programs.

The MAP Policy applies to all advertisements of products in any and all media, including but not limited to flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, television, radio, and public signage, as well as internet sites, social media sites, or any other electronic media.

Website features such as “click for price,” automated “bounce-back” pricing e-mails, preformatted e-mail responses, forms, automatic price display for any items prior to being placed in a customer’s shopping cart and other similar features are considered to be communications initiated by the dealer (rather than by the customer) and thereby constitute “advertising” under this MAP Policy.



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Minimum Advertised Price Policy (MAP)

This MAP Policy also applies to any activity which Ride Engine determines, in its sole discretion, is designed or intended to circumvent the intent of this MAP Policy, such as solicitations for “group purchases” and the like.

From time to time, Ride Engine may permit dealers to advertise products at prices lower than the MAP retail price. In such events, Ride Engine reserves the right to modify or suspend the MAP retail price with respect to the affected products for a specified period of time by providing advance notice to all dealers of such changes.

Dealer agrees that advertising Ride Engine products below the published Minimum Advertised Price (MAP) shall constitute a breach of the Agreement. Any Dealer that fails to adhere to this rule will risk losing their status as a Ride Engine Authorized Dealer. Suggested Retail and MAP are listed on the Ride Engine price lists and should be 100% followed when advertising or selling online.

Ride Engine monitors the advertised prices of dealers, either directly or via the use of third-party agencies or tools. Dealers are expected to provide reasonable cooperation in any Ride Engine investigations regarding possible MAP policy violations. Hindering, obstructing, delaying, or otherwise failing to cooperate with a Ride Engine MAP policy investigation is a violation of this MAP policy

Ride Engine may, at its discretion, terminate dealer’s authorized dealer status and discontinue future sales with dealer, if any part of this agreement is breached.

The MAP policy will be enforced by Ride Engine in its sole discretion and without advance notice to Dealer.

Minimum Advertised Price Policy (MAP)

Ride Engine:

By _____

Print Name _____ Date _____

Dealer:

By _____

Print Name _____ Date _____