

# Distributor Agreement

This agreement is made between American Card Products, a Arkansas company whose principle office is located at 1760 N Ulmer St, Greenwood, AR 72936 (Company) and

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(Distributor)

**1. DUTIES OF COMPANY.** Company will provide 288 greeting cards and envelopes and one display rack for each store ordered by distributor. Company will also provide header and window signs for each store. Company will further provide forms for reordering product, consignment forms for each merchant, and information related to opening the business. Company agrees to not divulge distributors name or personal information to a third party.

**2. DUTIES OF DISTRIBUTOR.** Distributor agrees to service the display rack in each store according to the terms of each store agreement. This shall include: (a) the initial setup of display rack, cards, and display materials in each store, (b) regular display maintenance to keep them presentable for sale, and (c) regular restocking and ordering of cards to maintain a full inventory.

**3. LOCATING SERVICE.** Distributor may engage an independent contractor to provide this service, or secure locations himself. Company has no involvement in securing retail locations for displays.

**4. ERRORS AND OMISSIONS.** Company shall not be responsible for any errors or omissions of the distributor or claims or damages arising from the same.

**5. NON-COMPETE.** Distributor agrees not to compete against the company in any way during the term of this agreement, which shall be considered open until voided in writing by either party.

**6. NON-REFUNDABLE.** Distributor agrees no portion of the distributor fee is refundable for any reason other than Company's failure to deliver product as referenced in paragraph 1 above.

**7. UNDERSTANDING** This agreement contains the entire agreement between the parties without reliance on verbal representations regarding income or any other matter.

**8. ASSIGNMENT.** This agreement is applicable only to the Distributor named above and may not be sold, transferred, or assigned to another party without the written approval of the Company, which approval shall not unreasonably be withheld.

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**DISTRIBUTOR (s)**

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**DATE**

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**COMPANY**

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**DATE**