



PACIFIC RIM INTERNATIONAL WEST

10580 Mulberry Ave.

Fontana, CA 92337

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DEALER AGREEMENT

Pacific Rim Int'l West Inc. dba Ice Bear (hereafter referred as Distributor), is a full-service Wholesale Distributor and Importer of powersports products such as ATVs, scooters, trikes, and more. This agreement is between the Distributor and its dealership clients (hereafter referred as Dealer).

Qualification of Becoming an authorized Dealer:

1. Dealer agrees that his/her business:
 - A) Is a retail/wholesale operation in a commercially-zoned business area.
 - B) That the business operates on a full-time Basis (opens minimum of five days a week).
 - C) Has a business phone number that is listed with directory assistance.
 - D) Has any/all license(s) required for the state/county/city (business license, DMV dealer license, etc).
 - E) Has own full service & repair departments to handle any/all service(s), repair(s), and warranty issue(s).

2. Upon signing the agreement, Dealer must provide legible copies of:
 - A) Business License.
 - B) State Retail Certificate.
 - C) Dealer License (if required by your state/county/city).
 - D) Certificate/Proof of Insurance (Product Liability, General Liability, and any other insurance as required by state and/or federal law).

Dealer's Responsibilities, Representations and Warranties:

1. Dealer agrees that there will be a showroom, displaying & safely storing, Distributor's products.

2. Dealer agrees to have a full service and repair department with personnel trained and competent in the service and repairs at the retail location.

3. Dealer agrees to exert its best efforts in the promotion, retail sales, and service of the products. Dealer shall not make any misrepresentations or misleading statements regarding the products. Dealer recognizes that retail customer has the right to purchase Distributor's products without being required to purchase any optional equipment or accessories unless the equipment or accessories are

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required under applicable laws or regulations.

4. Dealer must carry appropriate and sufficient policies of insurance and which, must comply with all statutory regulations in the state. Furthermore, Dealer shall be solely responsible for the payment(s) off all deductibles on its own policies.
5. Dealer agrees to the warranty policy provided by the Distributor by purchasing from the Distributor.
6. Dealer shall provide their customers with their own warranty policy and honor the warranty.
7. In the event that Dealer needs to contact the Distributor in order to resolve customer issue(s), Dealer will be the SOLE CONTACT with the Distributor. It is a breach of Dealer's obligations under this agreement to direct a customer to contact the distributor directly.

Marketing and Promotional Programs:

1. Dealer shall target appropriate customers in its marketing of Distributor's products.
2. Dealer shall develop and actively utilize programs for the marketing and promotion of Distributor's products that Dealer offers to the general public.
3. Dealer shall also cooperate fully with any/all promotional programs developed by the Distributor.

Payments & Title:

1. All payments are due at the time of purchase. Dealer can choose to pay in the form of Check/Money Order/Cashier's Check (All subject to 7 Business Days hold), or Cash Deposit, Credit Card, and/or Electronic Wire Transfer (No hold).
2. All payments are to be made in the form of United States Dollars (USD).
3. Distributor shall pass title to the Dealer within TEN (10) BUSINESS DAYS for each purchased vehicle made by the Dealer.
4. Title(s) are to be sent via USPS First Class Mail unless Dealer requests to have the title expedited (subject to additional shipping charge).

Indemnification:

Dealer's indemnity, defense, and hold harmless obligations owed to the Distributor include, but are not limited to, any and all claims, liability and/or damages arising from injury and/or damage to property or person(s), caused in any manner by the training, instruction, warnings, possession, use, control, sale, transport, design, manufacture, repair, modification, maintenance or operation relative to or of the equipment sold, i.e., trike scooter, as filed and/or claimed by any third parties, i.e., Dealer's customers as filed against Distributor. The indemnity obligations further extend to full payment of, advancement and/or reimbursement of all attorneys fees and defense costs of the Distributor for any and all products liability

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claims asserted against the Distributor arising from product defect claims or actions for damages filed against the Distributor in the sale of Distributor's products by Dealer to its business customers as set forth and agreed to herein.

Governing Law and Exclusive Forum Selection:

This Agreement shall be governed by and construed in accordance with the laws of the State of California as they apply to agreements entered into and to be performed entirely within California between California residents, without regarding to conflict of law provisions. The Parties hereby agree that any claim or dispute arising out of or relating to this Agreement shall be decided solely and exclusively by a State or Federal court located in Los Angeles County, California, and the Parties agree to submit to the personal jurisdiction of the State or Federal courts located in Los Angeles County for the purpose of litigating all such claims or disputes.

Termination:

1. Unless otherwise noted, this agreement shall remain in full force and effect for a term of one (1) Year. Thereafter, this agreement shall automatically renew for successive one year terms.
2. Either party can terminate this agreement, without cause, by giving a thirty (30) days WRITTEN NOTICE delivered to the other party (proof of delivery is recommended).
3. The Distributor can terminate the agreement if Dealer's account goes eight months without any activities. Once the agreement is terminated, Dealer will have to sign the Dealer Agreement again.

Severability:

In the event that any provision of this Agreement shall be determined invalid or unenforceable for any reason, the remaining provisions of this Agreement between the parties hereto, shall be unaffected thereby and shall remain in full force and legal effect to the fullest extent permitted under California law.

No Waiver:

Waiver of any provision of this Agreement, in whole or in part, in any one instance shall not constitute a waiver of any other provision in the same instance, nor any waiver of the same in another instance, but each provision contained in the Agreement shall continue in full force and legal effect.

Independent Consultation:

It is acknowledged that all Parties to this Agreement have had an opportunity to consult with their respective attorneys concerning the terms and conditions of this Agreement. As a consequence, this Agreement shall be deemed drafted by all Party signatories and none of the Parties executing upon the same shall contend or maintain otherwise.

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Acknowledgement:

The Parties further acknowledge, represent and declare that they have carefully read this Agreement and know the contents thereof and that they have signed the same freely and voluntarily.

Copy Received:

The Parties both acknowledge receipt of a copy of this Agreement concurrently with their respective execution thereto.

By signing this agreement, both Parties hereto agree to the provisions set forth above and have executed this agreement intend to be bound as of the Effective Date.

Dealer (Business) Name: _____

Signature: _____

Date: _____

Print Name, Title: _____

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