



## **Dealer / Distributor Application**

Thank you for your interest in becoming one of our Dealers / Distributors!

**Our minimum Dealer requirements include, but are not limited to, the following:**

- A maintained retail display area for parts and accessories.

**To assist us in processing your application, the following items are required:**

- Your completed Dealer Application
- Your completed **State Tax Resale Certificate**
- A copy of your **Business License**, if applicable

Thank you again for your interest! We look forward to receiving your completed application. If you have any questions, feel free to call or email us.

*Disclaimer: We reserve the right to accept or deny any Dealer application.*

Legal Firm Name \_\_\_\_\_ Date \_\_\_\_\_  
Doing Business as (DBA) \_\_\_\_\_  
Street Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Store Phone Number ( ) \_\_\_\_\_ Fax Number ( ) \_\_\_\_\_  
Email Address \_\_\_\_\_  
Website Address \_\_\_\_\_  
Billing Address (if different) \_\_\_\_\_  
Federal Employee Id# \_\_\_\_\_  
Store Manager \_\_\_\_\_ Accessory Manager \_\_\_\_\_  
Parts Manager \_\_\_\_\_ Bookkeeper \_\_\_\_\_

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Type of Ownership (check one)    Individual     Partnership     Corporation   
Name of:     Owner     Partner     Officer \_\_\_\_\_  
Home Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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Description / Type of Primary Business:  
Golf Cart/UTV:     Accessory Store     Repair Shop     Exporter     Other – Explain: \_\_\_\_\_  
Franchise Dealer for:     EZ Go     Club Car     Yamaha     Columbia Par Car     Polaris     Can Am  
Store Hours: Monday – Friday \_\_\_\_\_ to \_\_\_\_\_    Saturday \_\_\_\_\_ to \_\_\_\_\_  
Date Business Started \_\_\_\_\_  
Do you use a computer in your business?     Yes     No

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Trade Suppliers:  
1. Company Name \_\_\_\_\_ Phone Number ( ) \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
2. Company Name \_\_\_\_\_ Phone Number ( ) \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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**I hereby affirm that all of the above information is true and correct to the best of my knowledge.**

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

**Print Name:** \_\_\_\_\_

To comply with the majority of state and local sales tax requirements, Gboost Technology, Inc. must have in its files a properly executed exemption certificate from all of its customers who claim a sales taxes exemption. If we do not have this certificate, we are obliged to collect the tax for the state in which the property is delivered.

## Blanket Resale Certificate

The undersigned Purchaser certifies that it is a regularly licensed retailer, registered under the laws of the state as indicated below. All parts and accessories (including golf cart) and other tangible personal property purchased from Gboost Technology, Inc. are being purchased for resale in the regular course of business and are exempt from applicable state sales and use tax.

Purchaser understands and agrees that if any property purchased tax-free under this certificate is used or consumed in any manner which would not exempt this sale from tax under this blanket resale certificate, the Purchaser assumes all liability to pay the proper sales/use tax, including any interest and penalty due thereon, to the proper taxing authority.

This blanket certificate shall be considered a part of each order given to Gboost Technology, Inc. unless the order otherwise specifies and shall be effective until cancelled in writing.

This certificate is valid only for shipments delivered into the state of registration as identified below.

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Under penalties of perjury, I swear or affirm that the information on this form is true and correct as to every material matter.

Legal Firm Name \_\_\_\_\_

DBA (if any) \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Seller's Permit / Registration # \_\_\_\_\_ State of Registration \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name / Title \_\_\_\_\_ Title \_\_\_\_\_

**Office Use Only:**

**Dealer #:**

**Notes:**

## DEALER/DISTRIBUTOR AGREEMENT

THIS DEALER/DISTRIBUTOR/ AGREEMENT (hereinafter "Agreement") entered into effective on the date this Agreement is signed by Dealer/Distributor and Manufacturer, is between GBoost Technology, Inc., a Minnesota corporation whose principal place of business is located at 7548 Industrial Park Rd., Baxter, MN 56425 (further referred to herein as "Manufacturer") and \_\_\_\_\_, a \_\_\_\_\_ limited liability company][corporation] (further referred to herein as "Distributor").

WHEREAS, Manufacturer is the developer and manufacturer of certain golf cart, scooter and ATV/UTV products and is interested in obtaining the services of Distributor to assist it in providing for the marketing and sale of its products; and

WHEREAS, Distributor is willing to provide marketing and sales services to promote and sell Manufacturer's products on a non-exclusive basis as more particularly described in this Agreement; and

WHEREAS, the parties desire to reduce their agreements to writing as hereinafter provided.

NOW, THEREFORE, for the mutual consideration stated in this Agreement, the parties agree as follows:

1. **Scope of Agreement.** Distributor agrees during the term of this Agreement to distribute and sell, among other products and services, Manufacturer's products to dealers and retail establishments and to serve as the dealer or distributor of such future products as may be developed, manufactured, and/or sold by Manufacturer and that are accepted by Distributor (the "Products"). The Products covered by this Agreement shall be identified in Manufacturer's then current published catalogues and on Manufacturer's web site. Pursuant to the limitations as provided in this Agreement, both Distributor and Manufacturer have the right to contract with additional dealers or distributors of the Products and to sell the Products at retail; provided, however, that all such additional distributors shall be required to sign a contract in which they acknowledge and agree to the enforcement of all of Manufacturer's exclusive rights as set forth in this Agreement or as otherwise may be communicated by Manufacturer to Distributor and all other dealers or distributors from time to time. The contract which all additional dealers and distributors shall also be required to execute will be prepared and enforced in a manner consistent with the restrictions set forth herein as well as those set forth in the attached Exhibits, each of which is incorporated herein by this reference.

Manufacturer and Distributor agree that the relationship between them is one of an independent contractor and Distributor agrees to act in such capacity upon the terms and

conditions set forth in this Agreement. Further, Distributor expressly acknowledges that in the provision of its services hereunder, it at all times will be acting as an independent contractor and not as an employee of Manufacturer, for all purposes, including Social Security withholdings and the withholding of all other taxes provided for under the Internal Revenue Code or under the statutes of any state or any other domestic or international taxing authority.

2. **Consideration.** Distributor and Manufacturer each agree the terms provided for herein are sufficient to fully and adequately compensate Distributor and Manufacturer for agreeing to the execute this Agreement and to abide by the terms and restrictions set forth in this Agreement.

3. **Minimum Advertised Pricing.** As frequently as Manufacturer shall determine, but not less than once during each calendar year during the term of this Agreement, Manufacturer shall, designate through the pricing published on its website the then current minimum advertised price (“MAP”) for each of the Products it carries. Such MAP shall remain as stated on the website until modified by Manufacturer. Distributor shall be responsible to periodically review Manufacturer’s website to confirm it is advertising the products consistent with the current MAP for each of Manufacturer’s products it publicly advertises for sale. Distributor shall regularly remind all of the locations at which it or its dealers and retailers publicly advertise Manufacturer’s Products for sale through Distributor that the MAP is subject to change without notice and that they are responsible for periodically reviewing Manufacturer’s website to confirm the current MAP for each of Manufacturer’s products it advertises for sale. Distributor shall also confirm the continuing agreement all of the locations at which its dealers and retailers advertise Manufacturer’s Products for sale to at all times abide by the limitations and requirements published by Manufacturer and to refrain from publicly advertising Manufacturer’s Products at a price that is below the established MAP for each such product. \*No Manufacturer specific discounting of Manufacturer’s products listed on websites, online stores, social media sites, magazines, newspapers, or any other type of advertisements without written consent from Manufacturer.

4. **Business Contracts and Records.** Distributor and Manufacturer agree that any business contracts, records, forms, brochures, or any other written documents or materials that come into the possession of or are created by either Distributor or Manufacturer during the course of this Agreement shall belong to the party who created the contract or record, in the first instance, or who has assumed the primary responsibility for maintaining the contract or record. Upon termination of this Agreement each party shall immediately return such business contracts, records, forms, brochures and other written or electronically stored material, and all copies thereof in their possession or under their control, to the party who was the creator or primary maintainer of the business contract, record, form, brochure and/or other written or electronically stored material.

5. **Non-solicitation and Non-disclosure.** During the term of this Agreement and for the period of two years following the termination of this Agreement for any reason, neither Distributor nor Manufacturer shall encourage or advise any customers, suppliers, business contacts, vendors, agents, or employees of the other to withdraw, curtail or cancel any of their business or employment relations with the other party. In addition, at no time following the termination of this Agreement, whether voluntary or involuntary, will a party divulge to others or use for the party's own benefit any confidential information obtained during the term of this Agreement relating to the other party's business and operations or any of its affiliates, if any, involving any Confidential Information as that term is hereinafter defined.

When used in this Agreement the term "Confidential Information" means any and all present and future business information, trade secrets, intellectual property rights, economic and financial information, strategy, and marketing information of a party that is confidential or proprietary in nature relating to, or concerning the business of that party, including, but not limited to, ideas, concepts, know-how, business and technical activities and research, technical knowledge, contracts and services provided, performance and customer relations, customer lists and potential customers, business plans, financial history and status, budgets, business development, advertising, information relating to its competitors and competition, new and existing products and services, product design and product development, formulas, recipes, patents, and any other proprietary information as may exist or be developed from time to time, all or parts of which could or may injure or competitively disadvantage or damage the party if disclosed to or used by, on behalf of, or for the benefit of a competitor, actual or possible or any other person or entity. Confidential Information does not include (1) information that is or becomes publicly available, (2) information already in the recipient's possession but not provided by the other party, (3) information disclosed to a recipient by a third party, and (4) information that the recipient develops independently.

6. **Representations of Distributor.** Distributor represents to Manufacturer that Distributor is not, except as set forth on Exhibit "A" attached hereto, a party to any other agreement containing a non-competition provision, confidentiality provision or other restriction with respect to: (a) the nature of any service or business that Distributor is entitled to perform or conduct for Manufacturer; or (b) the disclosure or use of any Confidential Information that directly or indirectly relates to the nature of the business of the Manufacturer. Distributor acknowledges that Manufacturer is now, or may be in the future, be subject to certain duties to third parties to maintain information in confidence and secrecy. By executing this Agreement, Distributor consents to be bound by any such reasonable duty owed by Manufacturer to any third party arising out of or directly related to this Agreement or the business contemplated to be conducted by the parties hereunder.

7. **Representations of Manufacturer.** Manufacturer represents to Distributor that Manufacturer is not a party to any other agreement containing a non-competition provision, confidentiality provision or other restriction with respect to: (a) the ability of Manufacturer to sell any Products or to contract for the performance of any service or business that Distributor is

entitled to perform or conduct; or (b) the disclosure or use of any Confidential Information relating to the Products or the nature of the business of the Manufacturer that it is directly or indirectly prohibited from using or disclosing. Manufacturer, represents and warrants that it has not disclosed or used, and will not disclose or use, during the term of this Agreement and for a period of two years after termination, any Confidential or proprietary Information of Distributor

acquired as a result of the services provided by Distributor on behalf of Manufacturer pursuant to this Agreement. Manufacturer acknowledges that Distributor is now, or may be in the future, be subject to certain duties to third parties to maintain information in confidence and secrecy. By executing this Agreement, Manufacturer consents to be bound by any such reasonable duty owed by Distributor to any third party arising out of or directly related to this Agreement or the business contemplated to be conducted by the parties hereunder. In addition, Manufacturer represents and warrants that it will include language in all contracts it enters for the non-exclusive marketing and sale of its Products pursuant to the terms and conditions of this Agreement that such right to market and sell Manufacturer's Products shall be restricted to the Distributor's compliance with each of the restrictions Manufacturer has put in place; including, but not limited to, the requirement that all such Products may only be advertised in compliance with Manufacturer's Minimum Advertised Price terms and conditions as those terms may be determined and modified from time to time by Manufacturer in its sole discretion.

8. **Term and Termination.** Unless otherwise earlier terminated, this Agreement shall have a continuous term. Except as otherwise set forth herein, Manufacturer and Distributor may terminate this Agreement by providing a ninety (90) calendar day prior written notice to the other party. Notwithstanding the above, either party shall have the right upon fifteen (15) calendar days prior written notice to the other to terminate this Agreement for cause in the event the other party becomes insolvent, executes an assignment for the benefit of its creditors or files for federal bankruptcy protection; either party engages in an activity that constitutes a material breach of normal standards of ethics or conduct and after written notice demanding that the party cease engaging in such conduct and the party fails to cease engaging in such conduct; or in the event a party breaches any of the material terms of this Agreement and fails to cure such breach within thirty (30) calendar days following receipt of notice of such breach. In the event this Agreement is terminated by either party, Distributor shall be entitled to retain and sell the Products in its possession and to pay, if it has not already done so, Manufacturer the full invoice price at which the Products were sold to Distributor or may request of Manufacturer that it agree to the return of such Products. In the event Distributor elects to return the Products, Distributor agrees that it will

pay Manufacturer a restocking fee of twenty percent (20%) and assume and pay the shipping and all other related costs necessary to return the Products to Manufacturer and to vest in Manufacturer full and complete title to the Products..

9. **Forum Selection.** The parties agree that, if any dispute arises between the parties under this Agreement or otherwise, that to the extent permitted by applicable law Minnesota shall be the sole forum and jurisdiction for any lawsuit, and the parties submit to the jurisdiction of Minnesota state and federal courts for that purpose. This Agreement shall be interpreted in accordance with the laws of the State of Minnesota in effect at the time this Agreement is signed.

10. **Indemnification; Insurance.** Each party agrees to indemnify, defend and hold the other, its members, officers, directors, employees, affiliates, successors and assigns harmless from and against any and all direct and indirect losses, damages, costs or expenses of whatever form, including, without limitation, reasonable attorneys' fees, that any of them sustain as a result of any acts or omissions of the indemnifying party and/or any of its employees, sub-distributors, sub-dealers, or agents for reasons including, but not limited to:

- (a) breach of this Agreement;
- (b) negligent conduct; or
- (c) violation of any applicable law, regulation or order.

In addition, each party agrees to maintain in effect at all times during the term of this Agreement, general liability and such other insurance in amounts, with terms, and with carriers reasonably acceptable in the industry.

Further, Manufacturer shall at all times and for the periods following termination of this Agreement necessary to cover any applicable statutes of limitations carry and maintain in full force and effect products liability insurance for all products it manufactures in an amount of not less than one million dollars per occurrence and two million dollars in the aggregate.

11. **Severability.** If any provision of this Agreement is found to be void by any Court, that provision is severable from the other provisions of this Agreement and shall not affect the validity of the remaining provisions of this Agreement.

12. **Binding Effect.** This Agreement is binding upon and inures to the benefit of the parties, their heirs, personal representatives, successors and assigns. Neither party shall sell, assign, delegate or otherwise transfer any of its rights or obligations hereunder or appoint any sub-distributors or sub-dealers, without the prior written consent of the other, which consent may not unreasonably be withheld. The Agreement may not be changed except by written Amendment signed by all parties.

IN WITNESS THEREOF, the parties have signed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.



**MANUFACTURER**  
**GBOOST TECHNOLOGY, INC.**

**DEALER/DISTRIBUTOR**

**By:** \_\_\_\_\_ **Printed name:** \_\_\_\_\_

**Its:** \_\_\_\_\_ **Signature** \_\_\_\_\_

**EXHIBIT A**

**DEALER'S/DISTRIBUTOR'S LIST OF PARTIES WITH WHOM IT HAS EXISTING  
NONCOMPETITION, CONFIDENTIALITY, OR RESTRICTIVE AGREEMENTS THAT  
MAY RESTRICT ITS RIGHT TO PERFORM UNDER THIS AGREEMENT**