



*P. O. Box 7261, Woodland Park, CO 80863
Office: 719-687-2928 Fax: 888-869-8985*

Dealer's Agreement

This Agreement, made and entered into as of this date _____ is by and between Conscious Living Systems, Inc., of Woodland Park, Colorado hereinafter called the "Company", and

_____ hereinafter called the "Dealer".
(Print Dealer's Name)

(Dealer's Business Name, if applicable)

(Owner or Principal)

(Dealer's Federal Tax ID or Social Security Number)

(Dealer's Resale or Tax Exempt Certificate Number)

WITNESS:

TYPE OF DEALERSHIP DESIRED

- Consumer Products Dealer
 Full Line Dealer (Requires licensed plumber or other qualified installer)

WHEREAS, the Dealer (which term when hereinafter used shall be deemed to include all of the Dealer's authorized representatives) shall represent the Company in solicitation of sales for Company products, and as a part of this activity there will be revealed to the Dealer certain trade secrets, business or trade practices and business solicitation procedures which have been developed at great cost and much value expended on behalf of the Company;

NOW, therefore, in consideration of said Dealer and of the profits to be received from time to time from the sale of Company products by the Dealer, the Dealer hereby agrees as follows:

1. **CONFIDENTIALITY AND COVENANT NOT TO DIVULGE:** It is expressly understood that the Dealer will have access to valuable and confidential information such as trade secrets, business or trade practices, soliciting and sales procedures and customer lists used by the Company, and which information the Company requires the Dealer, as part of the consideration for this contract, not to divulge, the Dealer hereby agrees:
 - (A) To not, during the term of his/her association with the Company, furnish to any person, firm or corporation other than the Company, any information of any kind pertaining to the Company's business except such information as may be produced by the Company for the purpose of public distribution;
 - (B) To not divulge to any person, firm, or corporation, either during the term of his/her association with the Company, or after the termination of his/her association with the Company, any trade secrets, business or trade practices, or the like, soliciting and sales procedures, and customer or vendor (either past, present, or prospective) lists acquired in the course of his/her representation of the Company;

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2. **INJUNCTIVE RELIEF:** It is further agreed between the parties that the services to be rendered by the Dealer are of a unique, confidential and strictly personal nature, entitling the Company to enforcement of this contract by injunction.
3. **DEALER DUTIES:** The Dealer shall have the following additional duties with respect to his representation of the Company:
 - (A) The Dealer shall pay all of his/her own expenses, and shall incur no debts or other liabilities in the name of the Company except as specifically authorized by the Company in writing.
 - (B) The Dealer shall conduct himself/herself so as not to affect adversely the business, good standing or reputation of himself/herself or the Company, and agrees that if the Dealer is marketing any product or products the Company finds objectionable, or is marketing any product including the Company's product in such a way that the Company finds objectionable, that the Company reserves the right to terminate the Dealer's rights under this agreement. In addition, the Dealer shall make no agreements on behalf of the Company or involving his/her representation of the Company without written authorization by the Company.
 - (C) The Dealer shall be responsible to the Company for all monies and/or other compensation received on behalf of the Company by him/her or by any person or persons employed by him/her.
 - (D) The Dealer shall be responsible to the Company for all business done by or entrusted to persons appointed or employed by the Dealer, and no such person shall have any claim whatsoever against the Company.
 - (E) The Dealer shall hold and preserve any property of the Company that at any time shall come into his/her possession, or under his/her control, and shall surrender the same to the Company upon demand.
 - (F) The Dealer is responsible to make all refunds to their customers under the terms and conditions of the Company's warranty policies. If the Company shall, for any reason, refund the purchase price of any merchandise returned to the Company by any customer, the Dealer shall pay to the Company on demand, the full amount paid thereon, and the Company shall have the right to deduct from any remuneration or deposit due the Dealer, any indebtedness due from the Dealer to the Company.
 - (G) Any materials provided to the Dealer by the Company will remain at all times the property of the Company.
 - (H) The Dealer shall not, for any reason, reproduce by any means whatsoever, or modify in any way any materials provided by the Company to the Dealer except for adding Dealer's name to Company literature without prior written permission from the Company.
 - (I) While on Company business, the Dealer (and/or its authorized representatives) will present a professional image on behalf of the Company at all times.
 - (J) The Dealer will not make any representations to the customer on behalf of the Company, except as expressly authorized by the Company in writing.
5. **INDEMNIFICATION:** The Dealer agrees to indemnify and hold the Company harmless from any violations of the above provisions and, further, from any and all claims by third parties arising from violations of the above provisions, including reasonable attorney's fees.
6. **SEVERABILITY:** Each provision of this agreement is distinct and severable, and if any provision shall be deemed illegal, void, or unenforceable, the validity, legality or enforceability of any other provision of this agreement shall not be affected.
7. **JURISDICTION:** This agreement shall be deemed to have been made in the State of Colorado and shall be construed according to the laws of Colorado.

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THIS AGREEMENT, along with the provisions contained in the Prospective Dealer Information form that accompanies this agreement, constitutes the entire contract between the Company and the Dealer. The Dealer hereby acknowledges receipt of the materials mentioned herein, and agrees that no other agreements, representations, or inducements have been made other than those expressly stated in these documents. The Dealer also agrees that this agreement may not be altered, modified, or amended in any way, except by a written document signed by the parties hereto.

IN WITNESS THEREOF, the parties hereto have executed this agreement the day and year first mentioned above.

CONSCIOUS LIVING SYSTEMS, INC. (THE COMPANY)

BY:  TITLE: _____

Lono Ho'ala, President – Conscious Living Systems Inc.

DEALER

BY: _____ TITLE: _____

DATE: _____

Address: _____

City: _____, State: _____, Zip _____

Office Phone: _____ Home Phone: _____

Mobile Phone: _____ Fax Phone: _____

Website: _____ Email: _____