



ASSOCIATE AGREEMENT

THIS AGREEMENT, to become effective the ___ day of ___ 20___ (hereafter called "Agreement") Between Ohenry Productions Inc., with its principal place of business at 3859 Chappel Hill Rd. Waco, TX. 76705, (hereafter called "Ohenry") and _____ with its place of business for the retail sale of Ohenry

products covered by this Agreement located at: _____

City _____ State _____ Zip _____ (hereafter called "Associate").

1. PURPOSE

This Agreement is to establish "Associate" as a distributor of Ohenry with the **non-exclusive** right to sell at retail Ohenry's Products, including parts and accessories therefore (hereafter called "Products") in the trade area served by "Associate" and to establish the responsibilities of the parties.

2. RESPONSIBILTY OF ASSOCIATE

"Associate" shall:

- a) Aggressively promote the sale of Products, through, but not limited to, advertising on "Associate's" website.
- b) Properly staff and train sales, service and parts personnel with respect to Products and Ohenry website.

3. TRADEMARKS/TRADE NAMES

"Associate" is hereby licensed to use Ohenry's name and trademarks in the normal course of distributing Ohenry's Products and performing related service under this Agreement. "Associate" agrees not to use Ohenry's name as part of "Associate's" name or in any manner which would misrepresent the relationship between "Associate" and Ohenry. "Associate" may represent itself as an "authorized vendor" of Ohenry Products, and, with prior approval of Ohenry, may use Ohenry's name and Product related trademarks on signs or other advertising or promotional material. "Associate's" license to use the Ohenry's name and trademarks is limited and "Associate" shall abide by restrictions and limitations imposed by Ohenry from time to time. Upon termination of this Agreement, "Associate" shall immediately cease representing itself as an "Associate" of Ohenry and shall cease use of all

OHenry names and trademarks and any signs or other material, of whatever nature, identifying "Associate" as a vendor of Ohenry Products shall be removed and obliterated.

4. GENERAL

- a) "Associate" is not an agent of Ohenry nor is "Associate" authorized to incur any obligations or make any representations on behalf of Ohenry.
- b) This Agreement is binding on the parties, their heirs, executors, administrators, successors and assigns.
- c) If any provision of this Agreement shall be held unenforceable, then the remainder of this Agreement shall not be affected thereby.
- d) No waiver by Ohenry of any default under this Agreement by Dealer shall be deemed a waiver of any prior or subsequent default by "Associate" hereunder.
- e) All understanding and agreements between the parties are contained in this Agreement which supersedes and terminates all other agreements between the parties. The rights of either party pertaining to Products sold by Ohenry to "Associate" under previous arrangements will be governed by this Agreement, provided, however, that nothing contained in this Agreement will, in any way, alter or change the rights and obligations of the parties pursuant to any security agreements or other agreements presently in existence.
- f) Ohenry reserves the right to modify and/or update this Agreement consistent with the modification and/or updating of all agreements Company has with other similar "Associate's", and replace or substitute such modified or update agreement for this Agreement and such replacement or substitution shall not constitute termination of this Agreement. Failure of "Associate" to execute such replacement or substitution agreement within 30 days of it being offered shall constitute automatic termination of this Agreement by "Associate".
- g) *This Agreement will be governed by the laws of the State of Texas.

5. TERMS OF SALE

Upon acceptance by Ohenry of a "Associate's" order for Products, the "Associate's" actual cost will be the current retail price posted on the Ohenry website, less the discount rate shown in the "Associate's" agreement in effect at the time the order is placed. (Prices and terms for Products shall be those in effect on the date Ohenry accepts the "Associate's" order. All shipments are F.O.B., Ohenry location).

6. WARRANTY

Ohenry Products are sold subject only to the applicable Ohenry standard warranty (posted on the Ohenry web site) in effect at the time of sale and such warranty shall be in lieu of all other warranties express or implied. "Associate" is not authorized to assume, on Ohenry's behalf, any liabilities in connection with "Associate's" sale of Product other than as set forth in such Ohenry standard warranty. "Associate" shall indemnify and hold Ohenry harmless with respect to any "Associate" representation beyond those in such Ohenry warranty. COMPANY MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. DELIVERY

OHenry shall not be responsible for failure to deliver Products on time or to fill orders when such delay or failure results from causes beyond OHenry's control such as delays by shipping companies.

8. TERMINATION

Unless otherwise provided by applicable state law, either party may terminate this Agreement without cause and for any reason, upon not less than ____ days written notice given to the other party, provided that nothing contained herein shall prevent OHenry from immediately terminating this Agreement in the event of bankruptcy or insolvency for "Associate", or in the event of "Associate's" failure to pay amounts owing OHenry when due. Upon termination for any reason, all amount owed Company will become immediately due and payable.

9. FACTORY RETAIL SALES

The OHenry Factory reserves the right to conduct retail sales of Products in all areas. "Associates" are not granted exclusivity for their area, region or state. We encourage each "Associate" to send weekly their respective representative at the OHenry factory a list of customers with whom the "Associate" is communicating concerning pending sales of products. This practice helps prevent "double teaming" of a potential customer by both the factory and the "Associate".

Each "Associate" should document his or her initial contact with a prospective customer via an email sent to the customer containing prices, pictures and other details which were given to customer. This is standard practice for all OHenry factory sales personnel. When accidental "double teaming" does occur, the sale will be assigned to either the "Associate" or the factory depending on the email documents which both the factory and the "Associate" have saved for reference. The sale should be credited to whichever party can document the earliest contact with potential customer. Careful, concise documentation and thorough communication with the factory assigned representative will assure "double teaming" is kept to a minimum.

ASSOCIATE'S DISCOUNT RATES & INCENTIVES

1. ASSOCIATES DISCOUNTS

"Associate" discount rates are structured so as to allow each "Associate" a sufficient profit margin to motivate sales of OHenry products. Each "Associate" is eligible for the same discount rate from OHenry, regardless of individual sales volume. Each "Associate" is responsible for promoting OHenry products at the current retail prices reflected on the OHenry website. However, the retail prices posted on the OHenry website can be discounted at the "Associate's" discretion for any high volume orders which the "Associate" may receive.

The discount offered by the "Associate" to any particular customer does not affect the "Associate's" cost from OHenry. Any "Associate" offered discounts are left to the "Associate's" discretion, and discounts offered will simply narrow or reduce the "Associate's" margin of profit.

2. QUOTAS

- 1) Each "Associate" is not required to perform to a defined sales quota.
- 2) "Associate" is not held liable to purchase products on any regular basis.

While Ohenry does not mandate that each "Associate" price his products at the retail prices posted on the Ohenry website, we highly recommend that company retail pricing be followed closely. The "Associate" should understand that attempting to sell products at an inflated price will reduce potential sales dramatically. Inflated pricing will simply assure that the "Associate's" potential customers will simply purchase their product directly from the factory, or another Ohenry Dealer or "Associate".

3. ASSOCIATE DISCOUNT SCHEDULES

The discount rates to all Ohenry "Associates" are defined as "Associate" Cost discounts. In other words, the percentage of Ohenry retail pricing which will be given to each "Associate" as a discount. Discount schedules are as follows. Each percentage shown is the percent of discount which products are sold to "Associate". Discounts are deducted from the retail price shown on the Ohenry web site. Discount schedules are as follows.

"Traditional Pole Tent" tops, kits, and parts

Kits include partial sets consisting of top, poles and stakes, but no walls. Complete sets which include either Cathedral Window wall sets, or solid white wall sets. Standard wall height is 7' tall. "Associate" discount is 12% off retail.

"Mystique High Peak Tension Tents" tops, kits, and parts

Kits include partial sets consisting of top, poles and stakes, but no walls. Complete sets which include either Cathedral Window wall sets, or solid white wall sets. Standard wall height is 7' tall. "Associate" discount is 12% off retail.

"Frame Tent" tops, kits and parts tops, kits, and parts

Kits include partial sets consisting of top, frame, ropes and stakes, but no walls. Complete sets which include either Cathedral Window wall sets, or solid white wall sets. Standard wall height is 7' tall. "Associate" discount is 9% off retail.

Accessories (items sold individually apart from "sets")

Side walls (all types), poles for pole tents and high peak tents, ratchet straps, repair kits, tents stakes, and tent bags. "Associate" discount is 12% off retail.

Frame tent replacement parts and tops.

"Associate" discount is 9% off retail.

4. ASSOCIATE CONVERSION TO DEALER STATUS

"Associates" may convert to full Ohenry Dealer status any time they desire. For Dealer requirements, please read the Ohenry Dealer Agreement found at this url:

<http://www.ohenrytents.com/DEALER%20AGREEMENT.pdf>

ACKNOWLEDGEMENT

“Associate” agrees to have read and understood this entire agreement. “Associate” also agrees that discount rates and incentives are subject to change. All “Associate’s” will be notified of price changes, discount schedule changes or other important changes. Current retail pricing is always available on the OHenry Website.

(Associate’s Co. Name)

(_____)

BY _____

Title _____

Date _____

(OHenry Productions Inc.)

BY _____

Title _____

Date _____

OHenry Productions Inc. 3859 Chappell Hill Rd. Waco, TX. Sales 254-714-1103 Fax 254-714-1117