



FoodStorage.com Dealer Program Terms and Conditions

This Agreement, made and entered by and between FoodStorage.com and _____, the dealer contains the complete terms and conditions that apply to your participation in The FoodStorage.com Program (“Program”).

1. Terms of the Agreement

- a. The term of this Agreement will begin upon our signing of this document and will end when terminated by either party. Either party may terminate this Agreement at any time without cause, by giving the other party written notice of termination. Delivery of notice of termination via email is considered written and an immediate form of notification.

2. Termination

- a. Upon termination of this Agreement, the dealer will immediately cease use of all FoodStorage.com/Nutristore trademarks, trade language, imagery, and logos, and all other marketing materials provided by FoodStorage.com/Nutristore pursuant hereto or in connection with the Program.

3. Modifications to the Agreement

- a. FoodStorage.com reserves the right to modify any of the terms and conditions contained in this Agreement at any time. Changes will be communicated to dealer by posting a change notice or a new agreement through email. Modifications may include, for example, changes to pricing, payment procedures and Program rules. The dealers continued participation in the program following a posting of a change notice or new agreement on the FoodStorage.com website or as communicated through email will constitute acceptance of the change.

4. Relationship of Parties

- a. FoodStorage.com and the dealer will function as separate parties, and this agreement will not create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between parties. Dealer may not make or accept any offers or representations on behalf of FoodStorage.com. FoodStorage.com may cite your name or URL in connection with your participation in the program in materials including but not limited to postings on our site, newsletters, advertisements, and other communications.
- b. Dealer agrees to not sell FoodStorage.com products at prices that are lower than the Minimum Sales Price as noted in the current FoodStorage.com Pricing Guide.
- c. FoodStorage.com may grant Exclusivity over a geographical area to the Dealer after one year, based on a proven sales record.
- d. FoodStorage.com may choose to terminate this agreement if a dealer begins to directly compete with the FoodStorage.com website through paid marketing or keyword optimization (SEO). Dealer may not buy the name FoodStorage.com or any other variation of the company name as a key word through pay-per-click advertising.
- e. Dealer agrees not to sell or advertise through big box retailers including but not limited to, Walmart, Costco, Amazon, Target, and all like retail channels. The act of which will result in termination of this Agreement.
- f. In the event of a legal action or other proceeding arising under this Agreement, the prevailing party shall have the right to collect from the other party its reasonable costs and necessary disbursements and attorneys’ fees incurred in enforcing this Agreement.

I have read this Agreement, and acknowledge receiving and reading all documents incorporated by reference, and agree to abide by the terms therein.

Dealer Authorized Representative: _____ Date: _____

Printed Name/ Title _____