



PLEASE RETURN COMPLETED FORM TO:

Texas Original BBQ Pits®
P.O. BOX 273041
Houston, Texas 77277
PHONE: 713.369.3138
FAX: 281.741.4719
E-MAIL: Sales@TexasOriginalPits.com

Dear Retailer:

Thank you for considering Texas Original BBQ Pits® for your BBQ Grills & Smoker needs. If you would like to become a dealer for our products, please fill out the enclosed forms, **additionally you need to provide a current W-9 and state Resell Certificate, (not supplied in forms)** mail, or scan them in and allow 15 days for processing. Please be sure to include a photo of your store front along with the enclosed forms. Upon approval of your application, you must place an initial order of \$6,500 to receive your new dealer pricing.

NOTE: Freight charges will vary depending on your order size and location; please contact your Texas Original BBQ Pits® sales representative for details. You will find that we offer the most complete line of BBQ Grills, Off-Set Smokers, Fire Pits, and Wood Racks that offer quality, value, price and service that cannot be beat. Please call us at 713-369-3138 or email at Sales@TexasOriginalPits.com if you have any questions.

Thanks again for your inquiry and future support.

Sincerely,

Anthony J. Saragusa, Jr.

Anthony Saragusa, President & Founder
Texas Original BBQ Pits®

Encl.



Texas Original BBQ Pits®

Authorized Dealer Application and Agreement

A.J. Saragusa Enterprises, LLC DBA: Texas Original BBQ Pits® (TOPs) of Houston, Texas is making an important decision when issuing Authorized Dealer status to a reseller who wishes to join TOP's national network of dealers and sell TOP's quality products. Please provide the following information and confirm you are understanding and in agreement to the Terms and Conditions below:

Include a photo of your store front, along with W-9, and state Resell Certificate

provide the following information and confirm you are understanding and in agreement to the Terms and Conditions below:

Legal business name: _____ (Reseller)

DBA, if used: _____

Contact person: _____

Phone: Fax: _____

E-mail for shipping/invoices: _____

E-mail for promos & news: _____

Bill-to address (Address for credit card): _____

Ship-to address (if different): _____

Please list ALL identities used for online sales websites: _____

How did you hear about Texas Original BBQ Pits®? _____

What percentage of your sales will be from online? _____

Do you want to be listed on the TexasOriginalPits.com Store Locator? Yes / No

If yes, what address? _____

Have you sold Texas Original BBQ Pits® in the past? _____

If you are a BBQ Grill/Smoker dealer, what brands do you carry?



AUTHORIZED DEALER AGREEMENT

To maintain Authorized Dealer status with TOP's, to be able to purchase and resell Texas Original Bar-B.Q. Pits products, and to have permission to use TOP's intellectual property, Reseller agrees to abide by the following Terms and Conditions:

1. Reseller must maintain complete, accurate and up-to-date business information as requested above and disclose all online and retail locations that always carry TOP's products.
 2. Reseller must provide a valid business license or valid sales tax license upon request.
 3. Reseller understands payment terms, when buying direct from TOP's, are pre-paid by credit card prior to delivery.
 4. Reseller understands their obligations under TOP's Minimum Advertised Price Policy (MAP Policy) and agrees to abide by them. TOP's MAP Policy is attached and can always be found here: www.TexasOriginalPits.com/MapPolicy
 5. Reseller is a "domestic seller only" and may only sell directly to end consumers in the 48 contiguous United States. All other inquiries outside the U.S. must be referred to TOP's.
 6. Reseller must not sell to B2B accounts, wholesalers, or freight forwarders/drop shippers for other retailers. Large or bulk orders may be subject to review.
 7. Reseller must not sell on any 3rd party sites (eBay, Amazon, Alibaba, etc.), drop-ship accounts (Buy.com, Newegg.com, Overstock.com, etc.), classified sites (Craigslist.com, etc.) or direct messages on forums. Any such listing will result in revocation of Authorized Dealer status and any permission to use TOP's intellectual property would cease. Reseller acknowledges and agrees that TOP's may request immediate removal of any Reseller listing (that contains TOP's intellectual property) that exists on any 3rd party website.
 8. Reseller must not re-package, re-label, or modify TOP's products in any way prior to selling.
 9. Reseller must not re-SKU or bundle TOP's products without receiving prior written permission from TOP's. Any bundling of TOP's products must adhere to TOP's MAP Policy.
 10. Reseller must advertise the correct images for each Texas Original Bar-B.Q. Pits product and must clearly label all advertising and listings with the correct model names and descriptions.
 11. Reseller will not advertise, market, display, or demonstrate non-TOP's products together with TOP's products in a manner that would create the impression that the non-TOP's products are made by TOP's, endorsed by TOP's, or associated with Texas Original Bar-B.Q. Pits.
 12. Reseller must only take online orders via secure, PCI-compliant websites owned and operated by Reseller.
- Reseller agrees and understands that Reseller may receive TOP's Intellectual Property which may include
13. patent, trademark, and trade dress rights in the United States and in nearly every significant international market across the World. TOP's is granting Authorized Dealers a Limited non-exclusive, nontransferable, non-sublicensable right to TOP's trademarks (TOP's Luling, TOP's Pearsall, TOP's Corsicana, TOP's Spindletop, TOP's Ranger-Camper, TOP's Off-Set Smoker), trade names, service marks, designs or logos, copyright material in the United States during the term of this Agreement.



AUTHORIZED DEALER AGREEMENT

- 14.** Reseller further agrees and understands not to disclose TOP's Confidential Business Information. "Confidential Information" means any non-public information whether oral or written, visual or otherwise, disclosed by TOP's to Reseller or to Reseller's affiliates or representatives of Reseller. Confidential Information includes any information revealed by TOP's which Reseller knows or reasonably should know to be proprietary and confidential in nature or traditionally recognized as proprietary or trade secrets of TOP's.
- 15.** Reseller understands the permission to use TOP's intellectual property is reserved for Authorized Dealers in good standing only. Termination of Authorized Dealer status will result in immediate loss of this permission.
- 16.** Reseller will not alter, modify, or use TOP's intellectual property in a way that confuses the public.
- 17.** Reseller may not use any of TOP's intellectual property in business names, DBA's, domain names, or social media usernames.
- 18.** Reseller must display the "Texas Original BBQ Pits® Authorized Dealer" logo on any web-page where TOP's products are displayed or offered for sale. This logo is available from TOP's upon request.
- 19.** Reseller may use "Texas Original Bar-B.Q. Pits® Authorized Dealer" in HTML page title tags (search descriptions).
- 20.** Reseller may not imply that Reseller is a part of TOP's or has been granted a specific territory.
- 21.** Reseller may not use the word "Official" to describe Authorized Dealer status.



Reseller agrees that from time-to-time TOP's may modify or amend this agreement. Upon receiving notice of such modification or amendment either through the mail or electronically, Dealer consents to such modification or amendment by specifically consenting either directly or electronically or constructively by placing an order with TOP's after receiving such notice.

The parties agree that this agreement may be terminated by either party at any time with notice given to the other party. The parties further agree that upon termination, regardless of which party terminated, Authorized Dealer status and any permission to use TOP's intellectual property would cease.

The parties agree that this agreement is governed by the laws of the state of TEXAS and the parties further agree that actions to enforce this agreement may be brought in TEXAS and that Harris County, TEXAS courts have jurisdiction over the parties in any action relating to this agreement.

Reseller agrees to provide TOP's with appropriate State Resale Certificate and W-9 form before selling any products under this agreement.

INTENDING TO BE LEGALLY BOUND, the parties hereto have caused this Agreement to be executed as of the date signed Texas Original BBQ Pits® below.

Reseller:

BY _____

(Print Name)

Date _____

A. J. Saragusa Enterprises, LLC. (TOP's):

BY Anthony J. Saragusa, Jr.
Kim Saragusa, Customer Service Manager

Date 2018

After signing, scan and e-mail this form to Sales@TexasOriginalPits.com or fax to 281-741-4719 for account setup.



Texas Original BBQ Pits®

Minimum Advertised Price Policy (MAP Policy)

Introduction:

As the leading producer and innovator in the field of Texas Style BBQ Pits, Grills, Smokers, Fire Pits and associated accessories Texas Original BBQ Pits® (TOP's) is very proud of its role in introducing the Texas Original BBQ Pits® Off-Set Smoker, Grill, Fire Pits and accessories to BBQ. enthusiast of all ages and abilities around the world. TOP's also values its reputation for building high-quality, innovative BBQ products.

TOP's recognizes that our quality Authorized Dealers invest a lot of time and resources into educating the public about Texas Original BBQ Pits® products, training knowledgeable staff, and providing support services. TOP's is committed to supporting these efforts of our Authorized Dealers and maintaining the reputation of TOP's products for quality and innovation.

To maintain the high level of customer confidence in the quality of Texas Original BBQ Pits® the TOP's brand, and to protect the investment of our quality Authorized Dealers, TOP's has unilaterally adopted a TOP's Minimum Advertised Price Policy. The MAP Policy was chiefly adopted because reseller advertising and sales practices which promote TOP's products primarily on the basis of price would be detrimental to quality Authorized Dealers' educational, training, and support efforts and to TOP's competitive position. Such activities can be harmful to TOP's brand, reputation, and competitiveness; and allow some resellers to take advantage of the educational, training, and support efforts of others. TOP's believes that such practices are unfair and discourages such efforts. TOP's, in its unilateral discretion, will not do business with any reseller that intentionally advertises any MAP Product below its MAP price. TOP's believes that enforcement of the MAP Policy will make Texas Original BBQ Pits® more competitive and benefit all of its Authorized Dealers.

MAP Policy:

1. TOP's recognizes that any Authorized Dealer can make its own independent decisions to advertise and sell any TOP's product at any price it chooses without consulting or advising TOP's. However, TOP's similarly has the right to make its own independent decisions regarding product allocations and participation of a reseller as an Authorized Dealer.
2. TOP's reserves the right, in its unilateral discretion, to take any action with respect to any reseller that violates this MAP Policy. This includes without limitation the right not to sell Texas Original Bar-B.Q. Pits to any reseller that violates this MAP Policy. Any reseller determined by TOP's to have violated this MAP Policy agrees to cease using TOP's intellectual property on any online or physical store or in any advertisement.
3. TOP's, at its sole discretion, may hire a third party to monitor or enforce the MAP Policy.
4. TOP's shall maintain an updated TOP's Price List of all TOP's products that will fall under this MAP Policy. TOP's reserves the right to update or modify this list at any time.



Texas Original BBQ Pits®

Minimum Advertised Price Policy (MAP Policy)

5. All products listed will have a MAP price. Listing a price which is lower than the MAP price next to the featured MAP product in any advertising will be viewed as a violation of this MAP Policy. This MAP Policy applies to all advertisement of TOP's in any and all media. Many websites include features such as "Click for Price," automated "bounce -back" pricing emails, preformatted e-mail responses, forms, automatic price display for any items prior to being placed in a customer's shopping cart, or other similar features which are all considered "advertising" under this MAP Policy. This MAP Policy also applies to any activity which TOP's, in its sole discretion, determines to be designed or intended to circumvent the intent of this MAP Policy including solicitations for "group purchase" and the like.
6. Where TOP's products are bundled with or sold as part of a package that includes other products, it shall be a violation of the MAP Policy to sell or advertise the bundle at a price that: (a) is lower than the total MAP of TOP's products in the bundle or (b) violates the letter or spirit of the MAP Policy. It shall also be a violation of the MAP Policy if products are bundled with or sold as part of a package that includes products not pre-approved by TOP's. Preapproved products have been approved by TOP's to ensure the product is up to TOP's standards.
7. It shall be a violation of this MAP Policy to include in any advertising for TOP's products any additional discount, coupon, gift card, or other incentive that translates into an immediate price reduction, where the cumulative effect would be to reduce the advertised price of any TOP's product below MAP. Any such advertising will also be considered in light of the requirements of Section 6 above. For example, a gift card redeemable on a future purchase would be considered an "other product" under Section 6 and would be a violation of this MAP Policy.
8. If a reseller has multiple stores and violates this MAP Policy with any store, TOP's will consider this to be a violation by all of the reseller's locations.
9. Resellers remain free to establish their own resale prices, but TOP's reserves the right to cancel all orders, indefinitely refuse to accept any new orders, and terminate the Authorized Dealer status of any reseller following TOP's verification that such reseller has advertised any TOP's product at a net sales price less than the current MAP price established by TOP's, or if the reseller has violated this policy in any other way.



Texas Original BBQ Pits®

Ongoing Credit Card Authorization Form

DEAR VALUED CUSTOMER

Keeping your credit card information on file with Texas Original BBQ Pits® can greatly speed up the order process without having to resubmit credit card information each time you place an order. If you would like to keep your credit card information on file with Texas Original BBQ Pits®, please fill out the following form.

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P.O. BOX 273041
Houston, Texas 77277
PHONE: 713.369.3138
FAX: 281.741.4719
E-MAIL: Sales@TexasOriginalPits.com

PLEASE PRINT LEGIBLY OR TYPE

DATE (MM/DD/YYYY)

Ongoing Credit Card Authorization

____ / ____ / ____

I AUTHORIZE TEXAS ORIGINAL BBQ PITS® TO CHARGE MY:



CREDIT CARD NUMBER _____
(16 DIGITS ON FRONT OF CARD)

CREDIT CARD CVV _____ CREDIT CARD EXPIRATION DATE ____/____/____
(LAST 3 DIGITS ON BACK OF CARD) (MM/YY)

BILLING ADDRESS STREET NUMBER _____ BILLING ZIP CODE _____
(STREET NUMBER ONLY) (ZIP)

CARDHOLDER'S NAME _____
(PRINT NAME ON CARD)

CARDHOLDER'S SIGNATURE **X** _____
(CARDHOLDER'S SIGNATURE)

I understand that my signature on this form will serve in lieu of my authorized signature on the credit card slip. I understand that once my order has been processed and shipped I may not cancel my order. If I refuse my order once it has been shipped, I agree to be responsible for all shipping and handling charges both ways.

To cancel Automatic Charge to your credit card, simply call us and let us know. This signature guarantees ALL On-Going credit card charges until canceled.

I understand that there are no refunds or returns on special orders. I have read and fully understand the above conditions. The above information provided to Texas Original BBQ Pits® for charge purposes shall be held in strict confidence.

X _____ / ____ / ____
(*AUTHORIZED SIGNATURE) (MM/DD/YYYY)

(PRINT NAME)

(COMPANY NAME)

_____ (TITLE) _____ (PHONE) _____ (E-MAIL)