



3951 Highway 71 East (512) 321-5300 Bastrop, Texas 78602

**DISTRIBUTORSHIP AGREEMENT**

**PARTIES:** The Parties to this agreement are Stop Pain, Inc, hereinafter referred to as the “Company,” and \_\_\_\_\_, hereinafter referred to as the “Distributor,” whose name is signed below as the “Distributor Applicant.”

**TERMS AND CONDITIONS:** The Company hereby sells and the undersigned buyer, hereinafter referred to as the “Distributor,” hereby purchases the following described equipment and merchandise subject to the terms and conditions set out below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PURCHASES OF EQUIPMENT:** The Distributor agrees that all quantities of Wellness Pro devices, Sensa Far equipment, and Evergain Chi products, and all appurtenant products, supplies, and equipment as are or shall be required by Distributor to meet the demand for such branded products in the Distributor’s trade area shall be purchased exclusively from Stop Pain, Inc. Specifically, Distributor agrees not to purchase such branded products from any third party sources including the manufacturer. Purchase of such products from third party sources including the manufacturer shall subject Distributor to injunction, attorneys fees and costs of court, and to liquidated damages payable to Stop Pain, Inc. equal to forty percent (40%) of the purchase price of all products and equipment so purchased. The parties agree and stipulate that the stated liquidated damages are reasonable and appropriate, and do not operate as a penalty.

**GUARANTEES:** The Wellness Pro Model 2010 described above is sold under a three-year warranty by the manufacturer, that agrees to replace or repair (at its option) any defective machine(s) or part(s) that did become defective under normal working conditions. The Sensa Far Infrared Massage Bed Model 6000 and the Evergain Chi Machine Model CH-308DL are sold under a one-year warranty by the manufacturer, that agrees to replace or repair (at its option) any defective machine(s) or part(s) that did become defective under normal working conditions.

**FREIGHT:** It is understood and agreed between the parties that all shipping costs relative to this order are to be paid by the Distributor, who agrees to accept shipment immediately upon arrival.

**DELIVERIES:** Equipment described in this order shall be shipped within forty-five (45) days after Company approval of Distributor, except in cases where materials and labor are unavailable to the Company, manufacturer, and/or carriers. In all cases, Company will expedite orders as rapidly as possible.

**REFERRALS:** The Company agrees to supply the Distributor with leads the Company may secure through any sources that are located in the Distributor’s immediate area of operation. There is no guarantee of any number of leads. The Distributor is expected to produce his/her own leads through promotion of his/her own.

**ASSIGNMENT:** This Agreement being negotiated between Distributor and Company is both personal and confidential, and may not be sold or assigned without the written consent of the Company, which shall and will not withhold its reasonable consent.

**NON-RESCISSION:** This Agreement is complete within itself and cannot be rescinded by Distributor, except for the Company’s failure to deliver this order. In the event of failure on Distributor’s behalf to comply with the entire agreement, this shall constitute a willful breach of the entire Contract.

**APPROVAL:** This Agreement can be accepted or declined only by an officer of the Company. If Distributor is not notified of approval within thirty (30) days, a refund of all monies will be made by the Company, subject to the terms and conditions in the paragraph below elating to the method of payment.

**METHOD OF PAYMENT:** The method of payment shall be by cash transaction or financed transaction, the type of transaction being specified below. In cash transactions the total purchase price, plus any applicable taxes, shall be due and payable upon notification by the Company of the acceptance and approval of the Distributor’s application. In financed transactions, it is expressly understood and agreed that the acceptance of the application is contingent upon the arrangement for financing through regular commercial financing institutions, which shall be at the option of the Company.

It is further contingent upon the execution of a financing agreement and any documents necessary and relevant thereto. In the event that the Distributor is ineligible for financing, it is understood and agreed that any deposit that has been paid to the Company shall at the option of the Company, either be returned to the Distributor or shall be retained by the Company and applied to the purchase price of a sufficient number of machines or amount of merchandise, the price of which represents the amount of the deposit; and the Company agrees to deliver to the Distributor the aforesaid machines or merchandise in accordance with the terms contained in this and the other provisions of this Agreement. In the event of failure on the Distributor's behalf to comply with the entire Agreement after it is accepted and approved by the Company, this shall constitute a willful breach of the entire Agreement and the Company will retain all monies applied herein as liquidated damages and compensation for the aforementioned breach. All funds accompanying this Agreement shall be in the form of a certified check, cashier's check, or money order drawn in favor of the Company. The entire Agreement is void, and Company assumes no responsibility if the check is made payable to any other party.

**TERMS OF PAYMENT:**

<input type="checkbox"/>	Financed Transaction	<input type="checkbox"/>	Cash transaction
	Total Equipment Cost	\$	_____
	Sales Tax Percent	\$	_____
	Freight	\$	_____
	Total Amount Due	\$	_____
	Less Deposit, Receipt Acknowledged	\$	_____
	Balance Due Upon Acceptance	\$	_____

**ENFORCEMENT AND CONSTRUCTION:** It is understood and agreed that it is the intention of the parties that this Agreement comply with any and all applicable statutes or rules and regulations of any state, the United States of America, or any foreign nation that may have jurisdiction over the execution, enforcement, or performance of this Agreement. Unless otherwise forbidden by any of the applicable statutes, rules, or regulations, it is understood and agreed that this Agreement is to be construed and governed by the laws of the State of Texas. Each clause of this Agreement shall be severable and in the event that any clause, sentence, word, or portion of this Agreement is declared unenforceable, the remainder of the Agreement shall be effective and binding on the parties. This written Agreement contains the entire agreement and only agreement between the parties and there are merged herein all prior and collateral representations, any representations, promises, and conditions in connection with the subject matter thereof, and any representations, promises, guarantees, or conditions not incorporated herein shall not be binding upon either party.

**CLARIFICATION:** The Company assumes no responsibility other than referrals for the above-described equipment within the Distributor's immediate area of operation, as hereinabove described in the paragraph relating to referrals. Nor does the Company grant exclusive territories, or guarantee specific earnings. Any written projection of earnings shown to the Distributor is in the nature of possibilities, and is definitely no criterion or promise of fulfillment, and will not serve as inducement to buy equipment or to enter into this business. The Distributor is not relying on any oral or written expressions, agreements, or warranties other than those contained herein.

SIGNED AND AGREED TO this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signature of Distributor Applicant: \_\_\_\_\_

Signature of Personnel Director: \_\_\_\_\_

APPROVED AND ACCEPTED at Bastrop, Texas, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

STOP PAIN, INC.

By: \_\_\_\_\_ Title: \_\_\_\_\_

DWM/ln