Kokomo Grills
www.kokomogrills.com

Gibson Location
1325 E Gibson Lane
Phoenix, AZ 85034
(602)749-2052

Deer Valley Location
21415 N Black Canyon Hwy
Phoenix, AZ 85027
(602) 903-7088

To Our Potential, Valuable Dealers;

We are proud to be able to offer you the opportunity to become a Dealer for KoKoMo Grills.

We are currently offering Dealers the opportunity to receive special discounts off all products.

To become a Dealer you must return a completed application and tax id to our office via email or fax. We have included our current Dealer application and KoKoMo Grill Price list.

We look forward to having you join our family.

If you have any questions or we can be of service to you in any way, please feel free to contact us at 877-882-2723 between 8:00 a.m. and 4:30 p.m. (Mountain Standard Time.)

Sincerely Yours,

KoKoMo Grills

Become a Dealer for KoKoMo Grills

Legal Name Of Company _____ ☐ Corporation, State Of:_____
DBA: _____ ☐ LLC, State Of: _____
Billing Address: _____
Shipping Address: _____ ☐ Sole Owner: _____
City, State, Zip: _____
Phone: _____ ☐ Partnership: _____
Fax: _____
Web Address: _____ Email: _____
Federal Tax ID #: _____ **For Office Use Only:** (Dealer Code)_____

Names and Titles of all Officers, Owners and Partners:

1) Name: _____ Title: _____
   Phone #: _____

2) Name: _____ Title: _____
   Phone #: _____

3) Name: _____ Title: _____
   Phone #: _____

4) Name: _____ Title: _____
   Phone #: _____

Showroom (square foot): _____
Years in Business: _____
Hours of Operation: _____

Interested in: ☐ **Islands** ☐ **Grills/Accessories'**

Personal Guarantee

I, we (in the event more than one person signs this guarantee) hereby declare and affirm that we are duly authorized to execute this Dealer Account Application and further declare this application is complete, accurate, and true to the best of our knowledge.
I, (we) hereby personally guarantee, jointly and severally, the full and prompt payment of KoKoMo Grills, together with interest and all costs of collections, including cost of enforcing this guarantee.

Owner(s) Signature: _____Title: _____Date: _____
Printed Name: _____
Owner(s) Signature: _____Title: _____Date: _____
Printed Name: _____

Non-Exclusive Dealer Agreement

This Non-Exclusive Dealer Agreement is made and effective this_____ (DATE), by and between (DEALER Name and Address) _____ and KoKomo Grills 1325 E. Gibson Ln, Phoenix, AZ 85034. KoKoMo Grills desires to appoint Dealer and Dealer desires to accept appointment as a non-exclusive dealer of KoKoMo Products within a defined area as set forth herein.

Therefore, in consideration of the mutual agreements and promises set forth herein, it is agreed:

1. Rights Granted
   KoKoMo Grills hereby grants Dealer the non-exclusive right, on the terms and conditions set forth herein, to purchase, inventory, promote and resell KoKoMo Grills Products (as defined below) within the following area (the "Territory"): Nothing herein shall prevent or prohibit KoKoMo Grills from selling any of KoKoMo Grills products to other Dealers or directly to customers other than the ones listed as follows; _____.

2. Products
   The term "KoKoMo Grills Products" in this agreement, shall mean the products related to service parts and accessories manufactured and/or sold by KoKoMo Grills as follows:
   _____.

3. Terms of Sale
   All sales of KoKoMo Grills Products to Dealer shall be made pursuant to this agreement at such prices and on such terms, as KoKoMo Grills shall establish from time to time with at least thirty (30) days written notice. All prices are FOB KoKoMo Grills plant or warehouse location. All prices are FOB KoKoMo Grills plant or warehouse location, unless otherwise stated in this agreement. Risk of loss due to damage or destruction of KoKoMo Grills products shall be the responsibility of the Dealer after delivery. All orders are subject to acceptance by KoKoMo Grills; except as otherwise expressly agreed by KoKoMo Grills in advance, this agreement shall control all aspects of the dealings between the parties with respect to KoKoMo Grills products and any additional or different terms in any advance of shipment and mutually sign another agreement to that effect.

4. Payment
   Dealer shall pay all charges in advance. Payment is to be made when order is placed.

5. Sales Policies
   KoKoMo Grills will provide the Dealer with merchandising assistance from time to time in the form of advertising programs, product and sales training, and field sales assistance. The Dealer agrees to use such assistance in carrying out KoKoMo Grills merchandising and sales promotion policies.

6. Warranty Policies
   If any of KoKoMo Grills products are proven to KoKoMo Grills satisfaction to have been defective at time of sale to Dealer, KoKoMo Grills will make an appropriate adjustment in the original sales price of such product or, at KoKoMo Grills election, replace the defective product. KoKoMo Grills shall provide to Dealer information with respect to KoKoMo Grills limited warranty extended to the original consumer of KoKoMo Grills products.

7. Order Processing and Returns
   A. KoKoMo Grills will employ its best efforts to fill Dealers orders promptly on acceptance, but reserves the right to allot available inventories among Dealers and end user customers at its discretion. Dealers are responsible for forklift if needed.
   B. Except for KoKoMo Grills products that are defective at the time of sale to Dealer, KoKoMo Grills shall not be obliged to accept any KoKoMo Grills products that are returned. In the event such returns are accepted, KoKoMo Grills may impose a reasonable restocking charge.

8. Dealer acknowledges the importance to KoKoMo Grills of Dealer's sound financial operation and Dealer expressly agrees that it will:

   A. Furnish KoKoMo Grills with financial statements in such form as KoKoMo Grills may reasonably require from time to time for credit purposes; and
   B. Furnish, at KoKoMo Grills request, a detailed reconciliation of KoKoMo Grills statements of account with Dealer's records, listing all differences, and showing net amount Dealer acknowledges to be due KoKoMo Grills.

   In addition to any other right or remedy to which KoKoMo Grills may be entitled, shipments may be suspended at KoKoMo Grills discretion in the event that Dealer fails to promptly and faithfully discharge each and every obligation in this section.

9. Relationship of the Parties
   The relationship between KoKoMo Grills and Dealer is that of vendor and vendee. Dealer, its agents and employees shall, under no circumstances, be deemed employees, agents or representatives of KoKoMo Grills. Dealer will not modify any of KoKoMo Grills products without written permission for KoKoMo Grills. Neither Dealer nor KoKoMo Grills shall have any right to enter into any contract or commitment in the name of, or on behalf of the other, or to bind the other in any respect whatsoever.

10. Term and Termination

    Unless earlier terminate as provided below, the term of this agreement shall commence on _____(DATE) and shall continue until written request from either party is received with at least 30 days prior notice.

    A. All unshipped orders shall be cancelled without liability of either party to the order.
    B. Dealer will resell and deliver to KoKoMo Grills on demand, free and clear of leins and encumbrances, such of KoKoMo Grills products and materials bearing KoKoMo Grills name as KoKoMo Grills shall elect to repurchase, at a mutually agreed price, but not in excess of KoKoMo Grills current price to Dealers for such products and materials, provided that KoKoMo Grills shall not be obligated to pay Dealer for any item originally provided free of charge.
    C. Neither party shall be liable to the other because of such termination for compensation, reimbursement or damages on account of the loss or prospective profits or anticipated sales, or on account of expenditures, investments, lease or commitments in connection with the business or goodwill of KoKoMo Grills or Dealer or for any other reason whatsoever growing out of such termination.
    D. In sum, both parties acknowledge that termination of this agreement at some point is highly probable and should be treated in the ordinary course of business with both parties exerting their best efforts to end the relationship amicably.

11. Notices

    Any notice required by this agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or recognized overnight services, such as Federal Express.

    If to KoKoMo Grills: 1325 E. Gibson Ln, Phoenix, AZ 85034

    If to Dealer: NAME_____
    ADDRESS_____

12. Entirety of Agreement

    The terms and conditions set forth herein constitute the entire agreement between the parties and supersede any communications or previous agreements with respect to the subject matter of this agreement. There are no written or oral understandings directly or indirectly related to this agreement that are not set forth herein. No change can be made to this agreement oth than in writing and signed by both parties.

13. Governing Law

    This agreement shall be constructed and enforced according to the laws of the State of Arizona and any dispute under this agreement must be brought in the venue and no other.

14. Headings in this Agreement

    The headings in this agreement are for convenience only, confirm no rights or obligations in either party, and do not alter any terms of this agreement.

15. Severability

If any term of this agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

In Witness whereof, the parties have executed this agreement as of the date first written above.

Dealer Signature

Printed Name

Date

KoKoMo Grills

Date

Dealer and Distributor

Warranty Policy

Statement of Policy: The Kokomo Grills warrants its products for component failure and defects in materials or workmanship per the terms of the warranty supplied with the product. No KoKoMo Grills consumer should bear any cost of warranty service when the service is performed within the terms of the consumer warranty. All Dealers shall honor KoKoMo Grills warranties for the brands they represent; whether they sold and installed the product or not.

Installation and start-up procedures are considered to be normal required activities not associated with warranty service. Issues such as igniter adjustments, gas pressure, IPI electronic ignition, minor stucco, tile and grout repairs should not be included in start-up. Such procedures are not covered by the warranty.

Warranty Period: The warranty period for consumers begins at date of purchase. KoKoMo Grills will use the date of sale for warranty start date.

Structure: 20 years
Stucco: 5 years
All other parts: 6 months

Warranty Reimbursement Terms: A Flat rate of $_____ will be paid for labor and mileage to conduct warranty service calls.

- "Not fixed" policy; Service call fee will be paid for one call to fix the product. If the servicing Dealer fails to fix the product on the first call, they bear the costs of performing subsequent calls unless more than one call has been authorized by KoKoMo Grills.
- Exceptions such as unusual performance issues and warranty removal and replacement will be considered. Exceptions are subject to approval by KoKoMo Grills.
- Showroom model units with extensive use must be sold as "second hand."
- The KoKoMo Grills warranty is not extended to the second hand owner.
- The flat rate applies for standard warranty service.
- The warranty claim form must be filled out completely.
- Account must be current and in good standing.

Replacement Parts: No-charge sales orders or credit will be applied at the Dealer's discretion.

KoKoMo Grills will periodically require certain parts be returned for evaluation. If it is determined that a repair is necessary, we will ship any required replacement parts to you. All parts are sent via _____ with an option for the consumer to pay any type of shipping method. The purchaser is responsible for the return of any defective part(s) to Kokomo Grills. In order to ensure the return of defective part(s), replacement part(s) will be charged to you.

KoKoMo Grills reserves the right to deny credit for any parts, service labor and freight for parts determined not to be defective. Non-defective parts will be returned to the Dealer.

Freight Damage: KoKoMo Grills assumes responsibility for all truckload shipments. The Dealer is responsible for all LTL and FedEx shipments that are shipped FOB origin.

Visible, concealed damage and missing parts notifications must be made within 7 calendar days of receipt. When signing the Bill of Lading, signature must accompany a notation of visible damage or missing parts; Photos of damage must be submitted.

Shipments with visible freight damage must be refused or noted before signing the Bill of Lading.

Thank you for your commitment.

KoKoMo Grills