



# Dealer Application

Dealer name \_\_\_\_\_

Location address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Owner name 1 \_\_\_\_\_ Email \_\_\_\_\_

Home phone \_\_\_\_\_

Mobile phone \_\_\_\_\_

Owner name 2 \_\_\_\_\_ Email \_\_\_\_\_

Home phone \_\_\_\_\_

Mobile phone \_\_\_\_\_

Owner name 3 \_\_\_\_\_ Email \_\_\_\_\_

Home phone \_\_\_\_\_

Mobile phone \_\_\_\_\_

Dealer phone \_\_\_\_\_

Website address \_\_\_\_\_

Resale #/Tax ID \_\_\_\_\_

## Billing information

Credit card # \_\_\_\_\_

Billing address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Expiration date \_\_\_\_\_ Code \_\_\_\_\_

Signature \_\_\_\_\_

Printed name \_\_\_\_\_



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## References

Business \_\_\_\_\_  
\_\_\_\_\_

Financial \_\_\_\_\_  
\_\_\_\_\_

Financial \_\_\_\_\_  
\_\_\_\_\_

Industry \_\_\_\_\_  
\_\_\_\_\_



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## **Nalu Ukulele Company Authorized Dealer Terms and Conditions**

### **Storefront**

Dealer owns/leases and operates a visible retail music storefront. Dealer must supply five photographs of the exterior and interior of each location.

### **Marketing/Advertising**

Dealer advertises and represents Nalu Ukuleles in a professional manner as befits the company image and products of the Nalu Ukulele Company.

### **Purchase requirements**

Dealer initially purchases a minimum of four (4) ukuleles. Dealer stocks two (2) Nalu Ukuleles at all times with a minimum purchase of eight (8) ukuleles per year.

### **Payments**

Accounts are opened on a COD basis. All Invoices are due when goods are received. After one year, Dealer may request "open terms". Changes in terms are based on review of account.

Accounts are paid according to the terms printed on the invoice. Due dates on open accounts are calculated from the date of the invoice.

### **Shipping**

Dealer pays freight on ukulele purchases i.e. FOB Shipping Point. The carrier used is UPS Ground. Dealer is responsible to report any damage to shipments to Nalu Ukulele and UPS. Other shipping options are available upon mutual agreement.

### **Miscellaneous**

The Dealer will clean, polish and perform all minor setup needed to both prepare and maintain Nalu ukuleles for sale.

### **Pricing**

Dealer agrees to not discount Nalu ukuleles in advertising below MAP pricing as shown on the Nalu Ukulele Price List.

### **Warranty**

Dealer agrees to comply with its obligations under Nalu Ukulele's warranty as stated on the Nalu Ukulele website. If Dealer is presented with a warranty claim, the Dealer should contact Nalu Ukulele who will decide whether to have the defective product shipped to its offices for repair or replacement or to supply Dealer with replacement parts and to reimburse Dealer for repair costs.

### **Auction sites**

Dealer may not sell Nalu ukuleles at online auction sites. eBay sales are allowed, only if dealer has a "store" by their name, and only with a "buy now" option, adhering to MAP pricing or higher.



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## **Territory**

Whenever available, Nalu Ukulele appoints Dealer as its authorized retail distributor for the territory within 70 miles of Dealer's store. At the discretion of Nalu Ukulele, the Territory can be altered based upon the overall service area population, number of locations or other data Nalu deems relevant.

## **Term**

All Dealer appointments as Authorized Dealers are for a one-year period.

## **Rights Reserved to Nalu Ukulele**

Nalu Ukulele reserves to itself all of its right, title and interest not granted specifically to Dealer, including the right, to: (i) appoint other distributors in the Territory upon thirty (30) Days notice to Dealer; and (ii) provide direct service responsibility for certain Products and/or to assign warranty and other mechanical service responsibilities to any other servicing agency .

## **Intellectual Property Rights**

Nalu Ukulele reserves to itself all patent, copyright, trademark, trade secret and other intellectual property rights in its ukuleles and accessories. No title to, ownership of, license or sublicense in any intellectual property rights related to any Product is transferred or assigned to Dealer. Dealer will not claim or attempt to misappropriate, circumvent or violate any of Manufacturer's intellectual property rights or other interests in the Products.

## **Confidential information**

Each Party hereto may disclose to the other Party certain trade secrets, proprietary or confidential information ("Confidential information"). A Party hereto will use such Confidential Information only for the purposes for which it is disclosed by the disclosing Party, will not disclose it to any third party and will take appropriate steps to protect it from any unauthorized use by or disclosure to any entity or person.

**All prices, configurations and Terms and Conditions are subject to change without notice.**

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All questions regarding becoming a Nalu Ukulele dealer should be directed to:

### **Nalu Ukulele Company**

5410 East Beverly Boulevard  
Los Angeles, CA 90022  
213.785.7483

or send an email to: [dealers@nalu-ukulele.com](mailto:dealers@nalu-ukulele.com)