



BUSH HOG LLC
2501 Griffin Avenue
Selma, Alabama
(334) 874-2700
www.bushhog.com

Date:

To:

Re: Bush Hog Dealer Packer

Dear Sir or Madam:

Attached is your Bush Hog application. All of the following paperwork must be completed and signed. PLEASE HOLD FOR YOUR BUSH HOG REP TO COMPLETE.

Please check off each item to make sure you have completed and included all required paperwork. This will expedite processing your application.

- 1. Dealer Application
- 2. Dealer Profile Information
- 3. A copy of the most recent end of fiscal year Income Statement and Balance Sheet of the controlling entity.
- 4. Financial Information Form
- 5. Guaranty (signed by an authorized officer or owner of the company, as well as spouse if applicable)
- 6. Copy of Sales, Excise and Use Tax Certificate
- 7. Dealer Sales and Service Agreement (two copies). Sign both and return
- 8. *If you are registered under the laws of a state, (that is, owe your existence to the laws of a state), we need a copy of the Articles or Charter Documents filed with the State of Organization and Business Entity Details (available from Sec of State).

***If you are doing business as an individual or unregistered organization, (such as a partnership not legally organized with a state), we need:**

- a. A copy of your driver's license.
- b. The first page of your 1040 tax form for individuals and 1065 for partnerships or joint ventures (please black out your social security number), a copy of your organizational documents (if you have drawn one up) which shows how you are doing business; and
- c. A copy of your retail business license or sales tax certificate showing the owner's legal name and business name.
- 9. Invoices and statements delivered via:
 - Mark one: Fax Fax# _____
 - E-Mail E-Mail Address _____
 - US Mail
- 10. Complete and return to:
 - Bush Hog LLC
 - 2501 Griffin Ave
 - Selma, AL 36703
 - Attn: Paul Garner

Sincerely,

BUSH HOG LLC

Paul Garner
334-874-2715

Enclosures



Bush Hog LLC

2501 Griffin Ave

Selma, AL 36701

(800) 363-6096

ATTN: SALES DEPARTMENT

BUSH HOG REP: _____

Legal Company Name: _____

Company Name (dba): _____

Ship to Address: _____

Company Address: _____

City: _____ State: _____ 9 Digit Zip Code: _____ County: _____

E-Mail Address: _____ Website: _____

Telephone #: _____ Fax #: _____

Owner's Name: _____ Manager's Name: _____

Part's Manager Name: _____ Bookkeeper's Name: _____

Type of Business: _____

Date Established: _____ Previous Location: _____

Major Lines Being Sold (Credit References)

Name: _____	Name: _____
Address: _____	Address: _____
Phone #: _____	Phone #: _____
Name: _____	Name: _____
Address: _____	Address: _____
Phone #: _____	Phone #: _____

Ownership: Single Proprietor () _____ (provide "name" portion of tax return)

Partnership () _____

() Registered or () Non-Registered (Provide Legal Document of Registration)

Corporation () Federal I.D. No. _____ (Provide Article of Incorporation)

Limited Liability Co. () L.L.C. No. _____ (Provide Charter Document)

Property: Own () Rent () Security interests or Liens and/or Receivables Yes () No ()

If Yes, Who _____

Name of Insurance Carrier: _____

Bank: _____ Bank Officer's Name: _____

In consideration for credit being extended, I/We acknowledge and agree to the following: (1) any charges unpaid after terms are to be increased by 1-1/2% per month, (2) any charges still outstanding after terms are subject to collection, and all collection or arbitration expenses, attorney's fees, and court costs will be borne by the purchaser.

This application is for () new dealer replacing terminated dealer in an established trade area, () new dealer in a trade area where we have not has an account, () change of ownership in the same facility, () name change only.

Representative Name: _____ Phone #: _____

Dealer's Signature: _____ Title: _____

DEALER PROFILE INFORMATION

Date: _____

New Dealer

Update Dealer

Ship to Dealer

Name: _____

Account #: _____

Mailing Address: _____

FSM/REP Terr#: _____

Street Address: _____

Phone #: _____

City: _____

Fax #: _____

State: _____

Web Site: _____

Zip: _____

E-Mail: _____

SHIP TO DEALER BILLING MAILING ADDRESS

Name: _____

ACCT: _____

Mailing Address: _____

City: _____

State: _____

Zip: _____

CONTACT INFORMATION

CONTACT

POSITION

E-MAIL ADDRESS

_____	Owner	_____
_____	Sales Manager	_____
_____	Service Manager	_____
_____	Parts Manager	_____
_____	Accounts Payable	_____
_____	Warranty Admin	_____
_____	Other	_____

PRODUCT LINE INFORMATION

Major Tractor Line: _____

Secondary Major Line: _____

List of Shortline Products:

_____	_____	_____
_____	_____	_____
_____	_____	_____



BUILD MY BUSH HOG HELP



Build My Bush Hog User Form

Add

Delete

User's Name: _____
First Name Last Name

User's e-mail: _____
(please verify email address before submitting to Bush Hog)

Associated Account Numbers:

Primary _____
Account Number Account Name Account City

Additional _____
Account Number Account Name Account City

Additional _____
Account Number Account Name Account City

Additional _____
Account Number Account Name Account City

Additional _____
Account Number Account Name Account City

Additional _____
Account Number Account Name Account City

Submitted By: _____

Date: _____

Submit by fax 334-874-3248 or email jule.booker@bushhog.com or dana.barrett@bushhog.com



FINANCIAL INFORMATION FORM

DEALERSHIP LEGAL NAME _____

DELIVERY ADDRESS _____

MAILING ADDRESS _____

CITY _____ COUNTY _____ STATE _____ ZIP _____

PHONE _____ FAX _____ WEBSITE _____

KEY PERSONNEL	E-MAIL	ORGANIZATION (CHECK ONE)
President/Owner/Partner _____	_____	<input type="checkbox"/> Corporation/FEIN# _____
Vice President _____	_____	<input type="checkbox"/> Partnership/SS# _____
Secretary _____	_____	<input type="checkbox"/> Proprietorship/SS# _____
Sales Manager _____	_____	<input type="checkbox"/> Other (Specify/ID# _____
Parts Manager _____	_____	<input type="checkbox"/> Dunn & Bradstreet # _____

REFERENCES

BANK _____

ADDRESS _____

CITY _____ COUNTY _____ STATE _____ ZIP _____

PHONE _____ BANK OFFICER _____

NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____ PHONE _____

NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____ PHONE _____

To induce Bush Hog LLC to extend credit accommodations to it, the Dealer agrees to submit information concerning its business organization and financial conditions from time to time upon request. Bush Hog LLC shall rely on such information in extending and continuing to extend financial accommodations to the Dealers.

Dealership Name

Authorized Officer Signature

Official Title

Date



CONTINUING GUARANTY

STATEMENT

To: Bush Hog LLC, 2501 Griffin Ave., Selma, AL 36703

Date _____

For and in consideration of \$1.00 and other good and valuable considerations paid by you to each of us, the receipt and sufficiency of which is each hereby acknowledged, and to induce you to make loans to and/or make advances under your Wholesale Plan to, and to purchase or otherwise acquire retail installment sale contracts, conditional sale contracts, chattel mortgages or other security instruments, or to otherwise extend credit to or do business with:

(DEALER'S NAME)

(DEALER'S ADDRESS)

hereinafter called the "Dealer", each of the undersigned Guarantors hereby, jointly and severally, and unconditionally, guaranties to you, your successors or assigns that the Dealers will fully, promptly and faithfully perform, pay and discharge all Dealer's present and future obligations to you; and agrees, without your first having to proceed against Dealer or to liquidate paper or any security therefor, to pay on demand all sums due and to become due to you from Dealer and all losses, costs, attorney's fees or expenses which you may suffer by reason of Dealer's default; and agrees to be bound by and on demand to pay any deficiency established by a sale of paper or security held with or without notice to us; together with a reasonable attorney's fee (15% if permitted by law) if placed with an attorney for collection from us. Each of us hereby subordinates any sums now or hereafter due from Dealer to the payment of any sums now or hereafter due you from Dealer (Subordinated Indebtedness), and agrees that the undersigned will not, without your prior written consent, demand, take steps for the collection of, or assign, transfer or otherwise dispose of the Subordinated Indebtedness or any part thereof or realize upon or enforce any collateral securing the Subordinate Indebtedness or any part thereof and will not demand or accept any property of the Dealer as security for the Subordinated Indebtedness or any part thereof for so long as the Dealer shall be indebted to you; provided that the following types of payments in reasonable amounts shall not be subject to this Subordination Agreement and may be paid by the Dealer to the undersigned without your prior written consent: (a) regular wage and salary payments for services rendered by the undersigned, (b) reimbursement for ordinary business expenses advanced on behalf of Dealer by the undersigned or, (c) payments for materials or property furnished by the undersigned in the ordinary course of business dealings between the undersigned and Dealer.

Each of the undersigned hereby assigns, transfers and sets over unto you all of his right, title and interest in and to the Subordinated Indebtedness and agrees to execute any additional assignments and instruments you may deem necessary or desirable to effectuate, complete, perfect or further confirm such assignment and transfer; and agrees to hold in trust for and promptly remit to you for application upon any indebtedness now or hereafter owing by the Dealer to you any amount received from the Dealer or any other person on account of Subordinated Indebtedness.

Each of the undersigned Guarantors shall furnish to you such balance sheets, statements of income, expenditure and surplus and other financial statements as you may reasonably require from time to time.

This guaranty may be terminated only by notice sent to you by registered mail, stating an effective date after the receipt of such notice by you; but shall continue thereafter as to each of us who has not given such notice, and shall continue as to each of us giving such notice with respect to any transaction with and any obligation of the Dealer incurred prior to the effective date of termination. No termination hereof shall be effected by the death of any of us. Each of us waives notice of acceptance hereof and of presentment, demand, protest and notice of non-payment or protest as to any note or obligation signed, accepted, endorsed or assigned to you by dealer, and all exemptions, rights of dower and homestead laws and any other demands and notices required by law, and we waive all set-offs and counterclaims. You may renew, extend, modify or transfer any obligation of Dealer or of its customers or of co-guarantors, may accept partial payments thereon or settle, release, compound, compromise, collect or otherwise liquidate any obligation or security therefor in any manner and bid and purchase at any sale without affecting or impairing the obligation of any of us hereunder.

It is contemplated that this is and is intended to be the personal guaranty of payment and performance of each individual who signs this instrument, and any language in connection with any signature indicating a capacity other than personal shall be deemed stricken from and shall not be part of the signature; but this provision shall not apply to the signature of a person who signs as an officer of a corporation which is not the Dealer, and which executes this instrument as its corporate guaranty.

This instrument shall bind our respective heirs, administrators, personal representatives, successors and assigns, and shall inure to your successors and assigns. All of your rights are cumulative and not alternative. Witness our hand(s) and seal(s) the day and year first above written.

Signature of Guarantor

Signature of Witness

Typed or Printed Name

Typed or Printed Name

Address

City

State

Zip



SALES, EXCISE & USE TAX CERTIFICATE

Pursuant to the Limited Sales, Excise and Use Tax Act of the State of _____, please be advised that our purchases from you are exempt from this tax by virtue of the below stated certification.

Purchaser hereby certifies to the Seller, Bush Hog LLC that:

1 Purchaser holds a valid Permit no. _____ Issued under that Limited Sales, Excise and Use Tax Act of the State of _____ which permit has not been revoked or suspended.

2 That the tangible personal property purchased on each order given you, unless such order otherwise specifies, and until this notice and certification is revoked by us in writing is purchased for:
(Check applicable area)

Resale, leasing, renting

Incorporation as an ingredient or component part of other tangible personal property to be produced for ultimate sale or retail by manufacturing, processing or fabricating.

Other ground of exemption.

3 The general character of the tangible personal property sold, leased or rented by us in the regular course of our business is:
(Please describe)

4 The undersigned further certifies that he will assume liability for the payment of any tax that may be due under the above described Act if any transactions are not exempt from such tax. It is a misdemeanor to give a Resale Certificate to the seller for taxable items which I know at the time of purchase will be used in manner other than as expressed in this certificate.

Company Name

Date

Address

Authorized Signature

City State Zip

Official Title

DEALER SALES AND SERVICE AGREEMENT

This Dealer Sales and Service Agreement (the “Agreement”) is effective as of the _____ by and between Bush Hog LLC (“MANUFACTURER”), and _____, having a place of business at _____, (hereinafter called “DEALER”).

In consideration of the mutual promises and covenants contained, the parties agree as follows:

1. **APPOINTMENT.** MANUFACTURER hereby grants DEALER the right to purchase from MANUFACTURER for resale those products from time to time manufactured or distributed by MANUFACTURER (“PRODUCTS”) and/or associated service and replacement PARTS (“PARTS”), if applicable, as set forth in **EXHIBIT A** attached hereto and incorporated by reference herein.

2. **USE OF INTELLECTUAL PROPERTY & TRADEMARKS.** During the term of this Agreement, DEALER is permitted to use MANUFACTURER’S intellectual property, trademarks, service marks, trade names, and/or any other indicia (collectively, “IP”) but only with respect or incident to the distribution, sale and service of the PRODUCTS by DEALER as required by the terms and conditions of this Agreement and only in the manner authorized by MANUFACTURER. Upon termination of this Agreement, or at any time upon MANUFACTURER’S request, DEALER shall discontinue the use of MANUFACTURER’S IP. DEALER agrees to assist MANUFACTURER to the extent necessary in the protection of MANUFACTURER’S IP and agrees to notify MANUFACTURER in writing of any infringements by others of MANUFACTURER’S IP which come to DEALER’S attention.

3. **SALES BY MANUFACTURER.** MANUFACTURER may sell, lease, or give PRODUCTS or PARTS to anyone at any time and DEALER shall not be entitled to any commission or other remuneration in respect thereof. MANUFACTURER may, at its discretion, compensate DEALER for the performance of any sales assistance requested by MANUFACTURER. If MANUFACTURER so requests, DEALER will render to customers acquiring PRODUCTS from MANUFACTURER the services enumerated in Section 4.2 of this Agreement and MANUFACTURER shall pay DEALER for the performance of such services in accordance with MANUFACTURER’S then current DEALER reimbursement policies.

4. **SALES AND SERVICE RESPONSIBILITY.** DEALER agrees with respect to all sales of PRODUCTS by DEALER to its customers as follows:

4.1 DEALER shall: (i) maintain and display PRODUCTS and PARTS as MANUFACTURER determines is a suitable representative stock; (ii) render prompt and efficient services in keeping with the needs of DEALER’S customers; (iii) display in a conspicuous manner approved signage related to the sale and service of the PRODUCTS; and (iv) comply with MANUFACTURER’S policies and requirements related to the advertising, sale and servicing of PRODUCTS.

4.2 DEALER shall be responsible for assuring that MANUFACTURER is aggressively and vigorously represented and that the full range of PRODUCTS are promoted and serviced. The services for which DEALER is responsible include, but are not limited to: developing new customers or users for PRODUCTS; soliciting all possible customers or users; demonstrating PRODUCTS where appropriate; providing operating and maintenance instructions to all customers or users; and making installation inspections and necessary mechanical adjustments and repairs (while the PRODUCTS are in DEALER’S possession and at the time of delivery and thereafter as may be desirable) to insure proper and efficient operation of PRODUCTS and compliance with standard policies and practices of MANUFACTURER in effect from time to time. DEALER shall maintain trained sales and technical staff to fulfill warranty obligations and provide all other necessary post-delivery services such as those herein described.

4.3 DEALER shall not discontinue, relocate, or establish any business locations for the sale, rental or service of PRODUCTS, other than those existing at the date of this Agreement and set forth on **EXHIBIT B**, without the prior written consent of MANUFACTURER.

4.4 DEALER shall not order PARTS from MANUFACTURER for direct shipment to customers except in non-repetitive emergency conditions. Requests for direct shipment of PARTS to customers shall be limited to customers with equipment out of service or threatened with immediate breakdown. The prices for any such direct shipments shall be subject to additional charges in accordance with policies established by MANUFACTURER from time to time.

4.5 DEALER shall not appoint subdealers or subdistributors for sales, service, or rental of PRODUCTS or PARTS, nor shall DEALER sell new PRODUCTS or PARTS to any buyer who engages in PRODUCTS or PARTS resale activities normally performed by a dealer.

4.6 DEALER shall have available at DEALER’S receiving location, a trailer height loading dock or ramp to off load PRODUCTS. DEALER shall be responsible for any off-loading / loading operation.

4.7 Except with prior written consent of MANUFACTURER, it shall be a breach of this Agreement for DEALER to sell or lease any PRODUCTS for ultimate use in any country other than that in which DEALER'S above identified place of business is located. MANUFACTURER may require DEALER to make payment to the person or entity who is authorized to sell MANUFACTURER PRODUCTS in the territory where the PRODUCT is ultimately delivered in an amount equal to thirty percent (30%) of DEALER net cost of such PRODUCT. MANUFACTURER'S selection of the payment option for a particular violation does not waive its right to terminate the DEALER for future violations. For instance, MANUFACTURER may choose to require payment for the first violation and then terminate the DEALER for the second violation.

4.8 DEALER'S Internet site(s) should indicate the PRODUCT and geographic areas that DEALER represents MANUFACTURER and should contain a link, approved by MANUFACTURER, to MANUFACTURER'S website for dealers representing other PRODUCT and geographic areas for MANUFACTURER.

5. **SALES PERFORMANCE.** In determining whether DEALER'S level of sales and market penetration has been satisfactory during any period, MANUFACTURER may consider DEALER'S performance in meeting DEALER'S volume and market penetration goals for sales of PRODUCTS and PARTS as established from time to time jointly by DEALER and MANUFACTURER, including those goals set forth in the DEALER SALES AND MARKETING ACTION PLAN, a copy of which is attached hereto as **EXHIBIT C** and incorporated herein by reference ("Action Plan"). DEALER shall submit for approval, on or before the last day of January of each year during the term of this Agreement, an Action Plan in the form as specified from time to time by MANUFACTURER. In addition, DEALER shall submit proposed revisions or updates to its Action Plan as DEALER deems necessary in its discretion. DEALER'S failure to timely submit its Action Plan and any updates thereto shall constitute a material breach of this Agreement.

6. **SERVICE AND WARRANTY PERFORMANCE.** DEALER agrees to accurately process warranty claims in a timely and efficient manner including, without limitation, to perform high quality warranty repair work at reasonable prices, all as specified by MANUFACTURER from time to time. DEALER shall not make any different or additional warranties with respect to the PRODUCTS to any customer on behalf of MANUFACTURER, explicitly or implicitly. DEALER shall convey any warnings or safety alerts from MANUFACTURER promptly and effectively, as well as promptly alert MANUFACTURER to any safety problems that DEALER becomes aware of.

7. **REPORTS.** DEALER agrees to furnish MANUFACTURER accurate reports indicating the PRODUCTS and PARTS bought, owned, and sold by DEALER and shall timely provide such other data as may be reasonably requested by MANUFACTURER. Reports shall be furnished by DEALER to MANUFACTURER at such times and on such forms as MANUFACTURER may reasonably prescribe.

8. **LIMITED WARRANTY.** There are no warranties, express or implied with respect to any PRODUCTS, except as set forth in MANUFACTURER'S STANDARD PRINTED LIMITED WARRANTY. MANUFACTURER'S Standard Printed Limited Warranty is exclusive and in lieu of all other warranties, whether written, oral or implied. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE MADE BY MANUFACTURER TO DEALER ON PRODUCTS OR PARTS. MANUFACTURER'S STANDARD PRINTED LIMITED WARRANTY MAY ONLY BE MODIFIED OR CHANGED IN A WRITING SIGNED BY AN OFFICER OF MANUFACTURER. DEALER shall deliver MANUFACTURER'S printed standard limited warranty to each purchaser at or prior to the sale of any PRODUCTS.

9. **CHANGES OF PRODUCT LINE.** MANUFACTURER reserves the right at any time to discontinue the manufacture or sale of any or all PRODUCTS, to make changes in specifications or design, and to independently market new brands and lines of products, similar or dissimilar to the PRODUCTS, without incurring any obligation to DEALER, including any obligation to make such changes or improvements to PRODUCTS previously ordered or shipped. MANUFACTURER shall have the right, at MANUFACTURER'S discretion, to delete any PRODUCT or class of PRODUCTS from **EXHIBIT A.**

10. **DELIVERY.** Except as may be set forth in MANUFACTURER'S standard terms and conditions of sale in effect at the time of acceptance of an order, delivery to DEALER shall be FOB origin. MANUFACTURER shall not be liable for loss or damage in transit. Claims for shortages, loss, or damages to shipments shall be made against carrier by DEALER. Claims for shortages not attributable to the carrier must be made by DEALER against MANUFACTURER within ten (10) days after arrival of shipment at the consigned destination. Shipping dates are estimated, and MANUFACTURER shall not be liable for loss or damage due to delay in manufacture or delivery resulting from any cause beyond its reasonable control including, but not limited to, compliance with regulations, orders, or instructions of any federal, state or municipal government or any department or agency thereof, acts of God, acts or omissions of DEALER, acts of civil or military authority, fires, strikes, factory shutdowns or alterations, embargoes, war, riot, delays in transportation or inability to obtain necessary labor, manufacturing facilities, or materials from MANUFACTURER'S usual sources, and any delays resulting from any such cause shall extend delivery correspondingly. In the event of the occurrence of any such event and MANUFACTURER'S consequent inability to supply the total demand for its products, MANUFACTURER may allocate its production and delivery among its customers, upon such basis as MANUFACTURER may deem fair and reasonable in accordance with applicable law, without liability for any failure of performance which may result.

11. **SECURITY AGREEMENT.** Notwithstanding any previous shipment on credit, MANUFACTURER may at any time demand payment on delivery or on tender of shipping documents. MANUFACTURER as secured party and DEALER as debtor hereby agree as follows:

DEALER agrees to pay all present and future debts owed to MANUFACTURER. To secure the payment of any and all debts owed by DEALER to MANUFACTURER, DEALER hereby grants MANUFACTURER a purchase money security interest in all goods and software sold by the MANUFACTURER to DEALER, including without limitation, all equipment, inventory, and goods (each as defined in the Uniform Commercial Code), whether now owned or hereafter acquired, together with all accessions, attachments, proceeds and products thereto, including without limitation, all accounts, general intangibles, tangible chattel paper, electronic chattel paper, supporting obligations, documents, and insurance proceeds arising from or relating to the sale or disposition or such collateral (each as defined in the Uniform Commercial Code). MANUFACTURER shall have the right to file financing statement(s) for itself and its affiliates to evidence the foregoing liens from time to time, as MANUFACTURER deems necessary or appropriate. All of the above is the COLLATERAL. DEALER shall pay MANUFACTURER in accordance with the terms agreed upon by the parties for any unpaid debt for any goods sold. All of the COLLATERAL shall remain security for the unpaid balance of all debt even though DEALER may have been given credit for payment of the purchase price of a particular good. Acceptance of any promissory note or the bringing of legal action or the recovery of a judgment shall not be waiver of the security interest.

12. **PRICE AND TERMS.** All orders of DEALER for PRODUCTS and PARTS are subject to acceptance by MANUFACTURER at its principal place of business, and any such acceptance shall be subject to such reasonable allocation as, in the sole judgment of MANUFACTURER, may be necessary or equitable in the event of any shortages of PRODUCTS and PARTS at any time. Sales, including price and terms of purchase, shall be made in accordance with this Agreement and, except at otherwise provided herein, subject to MANUFACTURER'S standard terms and conditions of sale in effect at the time of acceptance of the order. Any provision of any purchase order placed by DEALER which is inconsistent with or in addition to such standard terms and conditions shall be null and void, unless expressly accepted by MANUFACTURER in writing. The prices of PRODUCTS and PARTS sold to DEALER by MANUFACTURER shall be determined from MANUFACTURER'S list prices in effect at the time of delivery of DEALER'S order, less applicable discount then being offered to DEALER by MANUFACTURER, if any. MANUFACTURER shall have the right to change its prices, terms, and discounts schedule from time to time during the term of this Agreement. DEALER shall be responsible for all federal, state and/or local taxes levied upon or collected with respect to PRODUCTS and PARTS sold or distributed to DEALER. All payments shall be due and payable at the location specified in the applicable invoice.

13. **RETURNED GOODS.** Unless otherwise required by law, MANUFACTURER will not accept any returned goods for credit unless: (a) DEALER has first obtained MANUFACTURER'S authorization in writing to return such goods, (b) inspection discloses to the satisfaction of MANUFACTURER that the goods are new and in saleable condition, (c) DEALER prepays the freight to MANUFACTURER'S designated facility, and (d) DEALER agrees to pay restocking charge equal to ten percent (10%) of the original net invoice price of the goods unless MANUFACTURER waives these charges in writing.

14. **RELATIONSHIP OF PARTIES.** The relationship between DEALER and MANUFACTURER is that of buyer and seller. DEALER is an independent contractor, not an agent of MANUFACTURER. All sales by DEALER of PRODUCTS and PARTS are to be made in DEALER'S name and not in the name of MANUFACTURER. DEALER shall have no right or authority to assume or create any responsibility, express or implied, on behalf of or in the name of MANUFACTURER or to bind MANUFACTURER in any manner whatsoever. MANUFACTURER is not a franchisor and DEALER is not a franchisee.

15. **MARKINGS.** DEALER shall not, without prior approval by MANUFACTURER, remove, alter or deface from PRODUCTS or PARTS any identifying marks, labels, tags or other identifying symbols or legends or any safety warnings/stickers placed thereon by MANUFACTURER. DEALER shall not sell or offer for sale or use in the PRODUCTS, as MANUFACTURER'S genuine PARTS, any PARTS or accessories, which are not in fact genuine PARTS obtained from or through MANUFACTURER.

16. **NO SALE, ASSIGNMENT OR TRANSFER BY DEALER OF THIS AGREEMENT.** DEALER may not sell, assign or transfer this Agreement or any rights, duties and privileges hereunder. Any proposed merger, consolidation, sale or transfer of assets, event or transaction resulting (by operation of law or otherwise) in a change of ownership, management, or control of DEALER or DEALER'S business shall be subject to MANUFACTURER'S prior written consent. DEALER agrees that MANUFACTURER has the right to terminate this Agreement upon any attempted sale, assignment, transfer or change in control without MANUFACTURER'S prior written consent.

17. **TERM.** This Agreement shall continue until an amended Agreement is issued by MANUFACTURER or until this Agreement is terminated by DEALER or MANUFACTURER as herein provided.

18. **ENGINEERING APPROVAL.** DEALER shall not make modifications to PRODUCTS or PARTS and shall not remove, apply, or use attachments, accessories, parts or components on PRODUCTS unless such modifications, applications, or use have been given engineering approval in writing by MANUFACTURER. *DEALER shall indemnify, defend, and save MANUFACTURER*

harmless from claims of any kind, including but not limited to injuries to persons or damage to property, arising from modifications, applications, or uses which are not so authorized or which are made other than as instructed by MANUFACTURER.

19. **INDEMNIFICATION AND INSURANCE.** *DEALER agrees to indemnify, defend and hold harmless MANUFACTURER and its affiliates from and against all claims, losses, damages, causes of action, suits and liabilities of every kind and all expenses of litigation, court costs, reasonable attorney's fees, and other expenses that MANUFACTURER may suffer as a result of claims, demands, expenses, or judgments arising from violations of the terms of this Agreement by DEALER or the negligent, grossly negligent, or intentional acts or omissions of DEALER and DEALER'S officers, directors, agents, and/or employees.*

DEALER shall maintain in force for itself general and products liability insurance with a minimum per occurrence limit in amount at least equal to Three Million Dollars (\$3,000,000) and an aggregate annual limit in an amount at least equal to Five Million Dollars (\$5,000,000). DEALER shall keep all PRODUCTS and PARTS and other items (i) which are owned by MANUFACTURER or its assignee, if any, or (ii) in which MANUFACTURER or any of its affiliates has a security interest and which, in either event, are under DEALER'S direct or indirect control (including while leased to others or on demonstration, etc.), insured against all risk of physical loss or damage in an amount which shall be sufficient to prevent MANUFACTURER from sustaining any financial loss. MANUFACTURER shall be an additional named insured under each such policy, and provide that in the event of loss the insurer shall pay the proceeds of all such insurance to the insureds as their interests may appear. Unless otherwise agreed in writing by both parties, such coverage shall be provided by an insurance company reasonably acceptable to MANUFACTURER, provided that any insurance company rated "A-" or better by A.M. Best shall be deemed to be approved by MANUFACTURER. Coverage under such policies shall be primary (e.g. not excess) as respects any other insurance available to MANUFACTURER. DEALER shall furnish satisfactory evidence of such insurance coverage to MANUFACTURER upon request. DEALER and the insurer shall notify MANUFACTURER promptly in writing at least ten (10) days in advance of any cancellation, discontinuance, lapse, or reduction in coverage of any insurance policy required by this Agreement. DEALER shall provide MANUFACTURER with a liability insurance certificate on the date this Agreement is executed.

20. **TERMINATION.**

20.1 DEALER may terminate this Agreement at any time, with or without cause, after at least sixty (60) days prior written notice to MANUFACTURER, sent by certified mail.

20.2 Subject to Section 20.3, MANUFACTURER may terminate this Agreement by giving DEALER not less than sixty (60) days prior written notice of termination (except as may be otherwise provided by applicable law) in the event of any of the following defaults:

(a) Failure of the DEALER to perform any of the promises made or obligations undertaken in this Agreement or under any of the requirements set out in MANUFACTURER'S policies and procedures, service bulletins or manuals;

(b) Any material breach of this Agreement, including a breach of any of the representations and warranties in Section 31 hereof during the term of this Agreement;

(c) DEALER'S failure to meet the sales volume and market penetration goals without good cause beyond the DEALER'S reasonable control;

(d) Any loss of managers, officers, or key employees through termination of employment or otherwise, which in the judgment of MANUFACTURER may adversely affect the business of DEALER or MANUFACTURER; or

(e) Default by DEALER under any other agreement between MANUFACTURER and/or its affiliates and DEALER.

20.3 Notwithstanding the provisions of Section 20.2, MANUFACTURER may terminate this Agreement immediately by delivering to DEALER or DEALER'S representative written notice of termination in the event of any of the following:

(a) Any transfer or assignment, or attempted transfer or assignment, of this Agreement or any right or obligation hereunder or any violation of Section 16;

(b) The insolvency of DEALER; the filing of a petition in bankruptcy or for reorganization, whether voluntary or involuntary; if DEALER makes an assignment for benefit of creditors; if a receiver is appointed for DEALER, or its property; if DEALER defaults in the payment of any obligation owing to MANUFACTURER or its affiliates, successors or assigns, or, upon demand fails to account to MANUFACTURER or its affiliates, successors or assigns for the proceeds from the sale of goods for which DEALER is indebted to MANUFACTURER or its affiliates, successors or assigns;

(c) Death or incapacity of the DEALER if an individual, or death of a principal owner/operator if the DEALER is not an individual;

(d) DEALER'S failure to timely pay all sums owed by DEALER to any provider of financing to DEALER with respect to PRODUCTS or PARTS, including MANUFACTURER;

(e) DEALER makes any material written or oral statement or representation to MANUFACTURER or end users of the PRODUCTS or PARTS which is false or otherwise misleading;

(f) Conviction or any plea agreement or plea of nolo contendere of the DEALER or any principal owner/operator of any crime or violation of law which, in MANUFACTURER'S opinion, may adversely affect the interest of MANUFACTURER, the DEALER or end users of the PRODUCTS or PARTS;

(g) Failure of the DEALER to obtain required licenses and permits; or

(h) Unauthorized use of MANUFACTURER'S IP.

20.4 MANUFACTURER may terminate this Agreement at any time, with or without cause, after at least one hundred twenty (120) days prior written notice to DEALER.

21. **RIGHTS AFTER TERMINATION.**

21.1 In the event of termination of this Agreement, all obligations owed by DEALER to MANUFACTURER and its affiliates, successors, or assigns, shall become immediately due and payable on the effective date of termination. Upon termination of this Agreement, MANUFACTURER shall have the right to cancel all unfulfilled orders except those for such PRODUCTS and PARTS as have previously been sold by DEALER, as evidenced by signed customers' orders.

21.2 Upon termination of this Agreement, MANUFACTURER will repurchase DEALER'S new (current models) and unused inventory of PRODUCTS and PARTS only as and to the extent required by applicable law.

21.3 DEALER shall immediately return to MANUFACTURER, without charge, any and all customer lists, sales records, instruction books, circulars, cuts, other advertising supplies, all PARTS books, microfiche, films, cassettes, video tapes, price books, service manuals, service bulletins, sales aids, and other publications and materials which were previously furnished by MANUFACTURER to DEALER.

21.4 All trade secrets and confidential information of MANUFACTURER and its affiliates are the exclusive property of MANUFACTURER or its affiliates. Upon the termination of this Agreement or upon MANUFACTURER'S request, DEALER shall immediately return to MANUFACTURER all materials relating to trade secrets and confidential information. DEALER shall not reveal any of MANUFACTURER'S trade secrets or confidential information, which duty shall survive the termination of this Agreement.

22. **ADVERTISING.** MANUFACTURER reserves the right to require DEALER to submit to MANUFACTURER any advertising copy concerning PRODUCTS or PARTS and all proposed publications or listings of MANUFACTURER'S name, trademarks or trade names.

23. **DEALER CONSENT.** DEALER hereby consents to MANUFACTURER'S requests for and receipts of financial and customer information with respect to DEALER and DEALER'S customers from any provider to MANUFACTURER of floor plan financing and MANUFACTURER supplying to any provider of floor plan financing DEALER sales performance information in the custody of MANUFACTURER. DEALER hereby authorizes MANUFACTURER to include one or more listings for DEALER in MANUFACTURER'S web sites and printed materials with such data as MANUFACTURER deems appropriate. DEALER authorizes MANUFACTURER to link its website(s) to DEALER'S website(s), if any. MANUFACTURER shall have no obligation to maintain any listing or directory including DEALER.

24. **SET-OFFS.** MANUFACTURER may, at any time, at its option, set off any amounts which DEALER may owe MANUFACTURER and its affiliates, successors, or assigns, against any amounts which MANUFACTURER and its affiliates, successors, or assigns, may owe to DEALER, whether arising out of this Agreement or otherwise.

25. **ENTIRE AGREEMENT; MODIFICATIONS.** DEALER acknowledges and agrees that this Agreement constitutes the entire Agreement between MANUFACTURER and DEALER and supersedes any prior agreements and representations. No waiver or modification of any provision herein shall be effective unless such waiver or modification is made in writing and signed by a duly authorized officer of MANUFACTURER.

26. **SEVERABILITY**. The invalidity or unenforceability of any of the provisions of this Agreement or the application thereof shall not affect or impair the validity or enforceability of any other provision herein. Any provision of this Agreement that otherwise is declared invalid and unenforceable because of contravention of any applicable law, statute, or government regulation shall be deemed to be amended to the extent necessary to remove the cause of such invalidation and unenforceability, and such provision, as so amended, shall remain in full force and effect.

27. **NO WAIVER**. The failure of MANUFACTURER to require performance of any provision of this Agreement shall not affect its right to require performance at any time hereafter, and a waiver of a breach of any provision of this Agreement shall not constitute a waiver of such provision or any subsequent breach thereof or nullify the effectiveness of such provision.

28. **CHOICE OF LAW; VENUE**. The laws of the State of Alabama shall govern the construction of this Agreement. Venue for any lawsuits related to this Agreement shall be in Dallas County, Alabama.

29. **ENFORCEMENT EXPENSES**. If DEALER violates this Agreement, DEALER will pay all expenses, including reasonable attorney's fees, incurred by MANUFACTURER in enforcing this Agreement.

30. **LIMITATION OF LIABILITY**. IN NO EVENT SHALL MANUFACTURER OR ITS AFFILIATES BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES, INCLUDING LOSS OF GOODWILL, LOST PROFITS OR REVENUE, DUE TO ANY CAUSE WHETHER ARISING FROM MANUFACTURER'S NEGLIGENCE, STRICT LIABILITY, CONTRACT, TERMINATION OF THIS AGREEMENT, OR STATUTE. ANY ACTION FOR AN ALLEGED BREACH OF ANY CONTRACT OF SALE OR OF ANY WARRANTIES IN RESPECT TO PRODUCTS AND PARTS SOLD BY MANUFACTURER TO DEALER MUST BE COMMENCED WITHIN TWO (2) YEARS AFTER THE CAUSE OF ACTION ACCRUED. DEALER shall indemnify and hold harmless MANUFACTURER, its affiliates, its subcontractors, and suppliers against any and all such claims from DEALER'S customers. MANUFACTURER'S liability on all claims of any kind, and that of its subcontractor's and suppliers, shall in no case exceed the price of any applicable PRODUCT or PART, or if unrelated to a particular PRODUCT or PART, \$100,000 in the aggregate, whether said claims are based on NEGLIGENCE OF MANUFACTURER OR ANY SUBCONTRACTOR OR SUPPLIER, or otherwise.

31. **REPRESENTATIONS AND WARRANTIES**. DEALER represents, warrants, covenants, and acknowledges that:

(a) DEALER is not required to pay any monetary consideration in order to enter into this Agreement nor has DEALER, in fact, paid any monetary consideration to enter into such Agreement, nor has MANUFACTURER requested or demanded any such consideration;

(b) DEALER is an independent, established business having begun operations before entering into this Agreement;

(c) DEALER is experienced in the sale of products like or similar to MANUFACTURER'S PRODUCTS;

(d) DEALER is not required to make any required payments, royalties, fees, rent, advertising assistance (except cooperative advertising), security deposits, escrow deposits, nonrefundable bookkeeping charges, promotional literature fees, or payments for services or persons in order to be established as DEALER or to continue in business as DEALER;

(e) DEALER will immediately notify MANUFACTURER if any representation and/or acknowledgment herein becomes incorrect during the term of this Agreement;

(f) DEALER is not and will not be party to any other contracts which would conflict or prevent DEALER from either (1) entering into this Agreement with MANUFACTURER or (2) performing DEALER's obligations hereunder during the term of this Agreement.

32. **VOLUNTARY ACCEPTANCE BY DEALER**. DEALER acknowledges that DEALER has had the opportunity to seek counsel to obtain business and legal advice as to the terms of this Agreement. DEALER further acknowledges that this Agreement has been read in its entirety prior to its execution by DEALER and that DEALER understands the terms and voluntarily agrees to them.

33. **NO OFAC INVESTIGATIONS**. Neither DEALER, nor any of its subsidiaries or, to its knowledge, any of its subsidiaries' directors, officers, employees or agents is a person who (i) is currently the subject of any investigation by the Office of Foreign Assets Control, Department of Treasury ("OFAC") or any other governmental authority pursuant to any laws administered by OFAC or any other governmental authority ("Sanctions Investigation"), or (ii) is directly or indirectly owned or controlled by any person who is currently the subject of any Sanctions Investigation. DEALER shall promptly notify MANUFACTURER when it or any of its subsidiaries, or any of its subsidiaries' directors, officers, employees or agents becomes the subject of any Sanctions Investigation.

34. **COMPLIANCE WITH LAWS.** DEALER agrees to comply with all applicable international, federal, state and local laws, rules, regulations and orders, and to defend, hold harmless and indemnify MANUFACTURER from any action which may be instituted against MANUFACTURER or any liability which may be imposed upon MANUFACTURER as a result of DEALER's failure to comply with such laws, rules, regulations or orders. The parties hereby incorporate the requirements of 41 CFR 60-1.4(a) and 29 CFR Part 471, Appendix A to Subpart A, for subcontracts for more than \$10,000, if applicable. This contractor (MANUFACTURER) and subcontractor (DEALER) shall also abide by the requirements of 41 CFR 61-300.10. This regulation requires at least annual reporting of: (1) the total number of employees and the total number of employees who are protected veterans, by job category and hiring location; (2) the total number of new employees hired, the total number of new hired who are protected veterans; and (3) the maximum and minimum number of employees at each hiring location; all for the period covered by the report.

This contractor and subcontractor shall abide, as applicable, by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate by their duly authorized representatives effective as of the date first above written.

DEALER:

MANUFACTURER:

By: _____

By: _____

Title

Title

Date

Date

DEALER SALES AND SERVICE AGREEMENT

This Dealer Sales and Service Agreement (the “Agreement”) is effective as of the _____ by and between Bush Hog LLC (“MANUFACTURER”), and _____, having a place of business at _____, (hereinafter called “DEALER”).

In consideration of the mutual promises and covenants contained, the parties agree as follows:

1. **APPOINTMENT.** MANUFACTURER hereby grants DEALER the right to purchase from MANUFACTURER for resale those products from time to time manufactured or distributed by MANUFACTURER (“PRODUCTS”) and/or associated service and replacement PARTS (“PARTS”), if applicable, as set forth in **EXHIBIT A** attached hereto and incorporated by reference herein.

2. **USE OF INTELLECTUAL PROPERTY & TRADEMARKS.** During the term of this Agreement, DEALER is permitted to use MANUFACTURER’S intellectual property, trademarks, service marks, trade names, and/or any other indicia (collectively, “IP”) but only with respect or incident to the distribution, sale and service of the PRODUCTS by DEALER as required by the terms and conditions of this Agreement and only in the manner authorized by MANUFACTURER. Upon termination of this Agreement, or at any time upon MANUFACTURER’S request, DEALER shall discontinue the use of MANUFACTURER’S IP. DEALER agrees to assist MANUFACTURER to the extent necessary in the protection of MANUFACTURER’S IP and agrees to notify MANUFACTURER in writing of any infringements by others of MANUFACTURER’S IP which come to DEALER’S attention.

3. **SALES BY MANUFACTURER.** MANUFACTURER may sell, lease, or give PRODUCTS or PARTS to anyone at any time and DEALER shall not be entitled to any commission or other remuneration in respect thereof. MANUFACTURER may, at its discretion, compensate DEALER for the performance of any sales assistance requested by MANUFACTURER. If MANUFACTURER so requests, DEALER will render to customers acquiring PRODUCTS from MANUFACTURER the services enumerated in Section 4.2 of this Agreement and MANUFACTURER shall pay DEALER for the performance of such services in accordance with MANUFACTURER’S then current DEALER reimbursement policies.

4. **SALES AND SERVICE RESPONSIBILITY.** DEALER agrees with respect to all sales of PRODUCTS by DEALER to its customers as follows:

4.1 DEALER shall: (i) maintain and display PRODUCTS and PARTS as MANUFACTURER determines is a suitable representative stock; (ii) render prompt and efficient services in keeping with the needs of DEALER’S customers; (iii) display in a conspicuous manner approved signage related to the sale and service of the PRODUCTS; and (iv) comply with MANUFACTURER’S policies and requirements related to the advertising, sale and servicing of PRODUCTS.

4.2 DEALER shall be responsible for assuring that MANUFACTURER is aggressively and vigorously represented and that the full range of PRODUCTS are promoted and serviced. The services for which DEALER is responsible include, but are not limited to: developing new customers or users for PRODUCTS; soliciting all possible customers or users; demonstrating PRODUCTS where appropriate; providing operating and maintenance instructions to all customers or users; and making installation inspections and necessary mechanical adjustments and repairs (while the PRODUCTS are in DEALER’S possession and at the time of delivery and thereafter as may be desirable) to insure proper and efficient operation of PRODUCTS and compliance with standard policies and practices of MANUFACTURER in effect from time to time. DEALER shall maintain trained sales and technical staff to fulfill warranty obligations and provide all other necessary post-delivery services such as those herein described.

4.3 DEALER shall not discontinue, relocate, or establish any business locations for the sale, rental or service of PRODUCTS, other than those existing at the date of this Agreement and set forth on **EXHIBIT B**, without the prior written consent of MANUFACTURER.

4.4 DEALER shall not order PARTS from MANUFACTURER for direct shipment to customers except in non-repetitive emergency conditions. Requests for direct shipment of PARTS to customers shall be limited to customers with equipment out of service or threatened with immediate breakdown. The prices for any such direct shipments shall be subject to additional charges in accordance with policies established by MANUFACTURER from time to time.

4.5 DEALER shall not appoint subdealers or subdistributors for sales, service, or rental of PRODUCTS or PARTS, nor shall DEALER sell new PRODUCTS or PARTS to any buyer who engages in PRODUCTS or PARTS resale activities normally performed by a dealer.

4.6 DEALER shall have available at DEALER’S receiving location, a trailer height loading dock or ramp to off load PRODUCTS. DEALER shall be responsible for any off-loading / loading operation.

4.7 Except with prior written consent of MANUFACTURER, it shall be a breach of this Agreement for DEALER to sell or lease any PRODUCTS for ultimate use in any country other than that in which DEALER'S above identified place of business is located. MANUFACTURER may require DEALER to make payment to the person or entity who is authorized to sell MANUFACTURER PRODUCTS in the territory where the PRODUCT is ultimately delivered in an amount equal to thirty percent (30%) of DEALER net cost of such PRODUCT. MANUFACTURER'S selection of the payment option for a particular violation does not waive its right to terminate the DEALER for future violations. For instance, MANUFACTURER may choose to require payment for the first violation and then terminate the DEALER for the second violation.

4.8 DEALER'S Internet site(s) should indicate the PRODUCT and geographic areas that DEALER represents MANUFACTURER and should contain a link, approved by MANUFACTURER, to MANUFACTURER'S website for dealers representing other PRODUCT and geographic areas for MANUFACTURER.

5. **SALES PERFORMANCE.** In determining whether DEALER'S level of sales and market penetration has been satisfactory during any period, MANUFACTURER may consider DEALER'S performance in meeting DEALER'S volume and market penetration goals for sales of PRODUCTS and PARTS as established from time to time jointly by DEALER and MANUFACTURER, including those goals set forth in the DEALER SALES AND MARKETING ACTION PLAN, a copy of which is attached hereto as **EXHIBIT C** and incorporated herein by reference ("Action Plan"). DEALER shall submit for approval, on or before the last day of January of each year during the term of this Agreement, an Action Plan in the form as specified from time to time by MANUFACTURER. In addition, DEALER shall submit proposed revisions or updates to its Action Plan as DEALER deems necessary in its discretion. DEALER'S failure to timely submit its Action Plan and any updates thereto shall constitute a material breach of this Agreement.

6. **SERVICE AND WARRANTY PERFORMANCE.** DEALER agrees to accurately process warranty claims in a timely and efficient manner including, without limitation, to perform high quality warranty repair work at reasonable prices, all as specified by MANUFACTURER from time to time. DEALER shall not make any different or additional warranties with respect to the PRODUCTS to any customer on behalf of MANUFACTURER, explicitly or implicitly. DEALER shall convey any warnings or safety alerts from MANUFACTURER promptly and effectively, as well as promptly alert MANUFACTURER to any safety problems that DEALER becomes aware of.

7. **REPORTS.** DEALER agrees to furnish MANUFACTURER accurate reports indicating the PRODUCTS and PARTS bought, owned, and sold by DEALER and shall timely provide such other data as may be reasonably requested by MANUFACTURER. Reports shall be furnished by DEALER to MANUFACTURER at such times and on such forms as MANUFACTURER may reasonably prescribe.

8. **LIMITED WARRANTY.** There are no warranties, express or implied with respect to any PRODUCTS, except as set forth in MANUFACTURER'S STANDARD PRINTED LIMITED WARRANTY. MANUFACTURER'S Standard Printed Limited Warranty is exclusive and in lieu of all other warranties, whether written, oral or implied. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE MADE BY MANUFACTURER TO DEALER ON PRODUCTS OR PARTS. MANUFACTURER'S STANDARD PRINTED LIMITED WARRANTY MAY ONLY BE MODIFIED OR CHANGED IN A WRITING SIGNED BY AN OFFICER OF MANUFACTURER. DEALER shall deliver MANUFACTURER'S printed standard limited warranty to each purchaser at or prior to the sale of any PRODUCTS.

9. **CHANGES OF PRODUCT LINE.** MANUFACTURER reserves the right at any time to discontinue the manufacture or sale of any or all PRODUCTS, to make changes in specifications or design, and to independently market new brands and lines of products, similar or dissimilar to the PRODUCTS, without incurring any obligation to DEALER, including any obligation to make such changes or improvements to PRODUCTS previously ordered or shipped. MANUFACTURER shall have the right, at MANUFACTURER'S discretion, to delete any PRODUCT or class of PRODUCTS from **EXHIBIT A.**

10. **DELIVERY.** Except as may be set forth in MANUFACTURER'S standard terms and conditions of sale in effect at the time of acceptance of an order, delivery to DEALER shall be FOB origin. MANUFACTURER shall not be liable for loss or damage in transit. Claims for shortages, loss, or damages to shipments shall be made against carrier by DEALER. Claims for shortages not attributable to the carrier must be made by DEALER against MANUFACTURER within ten (10) days after arrival of shipment at the consigned destination. Shipping dates are estimated, and MANUFACTURER shall not be liable for loss or damage due to delay in manufacture or delivery resulting from any cause beyond its reasonable control including, but not limited to, compliance with regulations, orders, or instructions of any federal, state or municipal government or any department or agency thereof, acts of God, acts or omissions of DEALER, acts of civil or military authority, fires, strikes, factory shutdowns or alterations, embargoes, war, riot, delays in transportation or inability to obtain necessary labor, manufacturing facilities, or materials from MANUFACTURER'S usual sources, and any delays resulting from any such cause shall extend delivery correspondingly. In the event of the occurrence of any such event and MANUFACTURER'S consequent inability to supply the total demand for its products, MANUFACTURER may allocate its production and delivery among its customers, upon such basis as MANUFACTURER may deem fair and reasonable in accordance with applicable law, without liability for any failure of performance which may result.

11. **SECURITY AGREEMENT.** Notwithstanding any previous shipment on credit, MANUFACTURER may at any time demand payment on delivery or on tender of shipping documents. MANUFACTURER as secured party and DEALER as debtor hereby agree as follows:

DEALER agrees to pay all present and future debts owed to MANUFACTURER. To secure the payment of any and all debts owed by DEALER to MANUFACTURER, DEALER hereby grants MANUFACTURER a purchase money security interest in all goods and software sold by the MANUFACTURER to DEALER, including without limitation, all equipment, inventory, and goods (each as defined in the Uniform Commercial Code), whether now owned or hereafter acquired, together with all accessions, attachments, proceeds and products thereto, including without limitation, all accounts, general intangibles, tangible chattel paper, electronic chattel paper, supporting obligations, documents, and insurance proceeds arising from or relating to the sale or disposition or such collateral (each as defined in the Uniform Commercial Code). MANUFACTURER shall have the right to file financing statement(s) for itself and its affiliates to evidence the foregoing liens from time to time, as MANUFACTURER deems necessary or appropriate. All of the above is the COLLATERAL. DEALER shall pay MANUFACTURER in accordance with the terms agreed upon by the parties for any unpaid debt for any goods sold. All of the COLLATERAL shall remain security for the unpaid balance of all debt even though DEALER may have been given credit for payment of the purchase price of a particular good. Acceptance of any promissory note or the bringing of legal action or the recovery of a judgment shall not be waiver of the security interest.

12. **PRICE AND TERMS.** All orders of DEALER for PRODUCTS and PARTS are subject to acceptance by MANUFACTURER at its principal place of business, and any such acceptance shall be subject to such reasonable allocation as, in the sole judgment of MANUFACTURER, may be necessary or equitable in the event of any shortages of PRODUCTS and PARTS at any time. Sales, including price and terms of purchase, shall be made in accordance with this Agreement and, except at otherwise provided herein, subject to MANUFACTURER'S standard terms and conditions of sale in effect at the time of acceptance of the order. Any provision of any purchase order placed by DEALER which is inconsistent with or in addition to such standard terms and conditions shall be null and void, unless expressly accepted by MANUFACTURER in writing. The prices of PRODUCTS and PARTS sold to DEALER by MANUFACTURER shall be determined from MANUFACTURER'S list prices in effect at the time of delivery of DEALER'S order, less applicable discount then being offered to DEALER by MANUFACTURER, if any. MANUFACTURER shall have the right to change its prices, terms, and discounts schedule from time to time during the term of this Agreement. DEALER shall be responsible for all federal, state and/or local taxes levied upon or collected with respect to PRODUCTS and PARTS sold or distributed to DEALER. All payments shall be due and payable at the location specified in the applicable invoice.

13. **RETURNED GOODS.** Unless otherwise required by law, MANUFACTURER will not accept any returned goods for credit unless: (a) DEALER has first obtained MANUFACTURER'S authorization in writing to return such goods, (b) inspection discloses to the satisfaction of MANUFACTURER that the goods are new and in saleable condition, (c) DEALER prepays the freight to MANUFACTURER'S designated facility, and (d) DEALER agrees to pay restocking charge equal to ten percent (10%) of the original net invoice price of the goods unless MANUFACTURER waives these charges in writing.

14. **RELATIONSHIP OF PARTIES.** The relationship between DEALER and MANUFACTURER is that of buyer and seller. DEALER is an independent contractor, not an agent of MANUFACTURER. All sales by DEALER of PRODUCTS and PARTS are to be made in DEALER'S name and not in the name of MANUFACTURER. DEALER shall have no right or authority to assume or create any responsibility, express or implied, on behalf of or in the name of MANUFACTURER or to bind MANUFACTURER in any manner whatsoever. MANUFACTURER is not a franchisor and DEALER is not a franchisee.

15. **MARKINGS.** DEALER shall not, without prior approval by MANUFACTURER, remove, alter or deface from PRODUCTS or PARTS any identifying marks, labels, tags or other identifying symbols or legends or any safety warnings/stickers placed thereon by MANUFACTURER. DEALER shall not sell or offer for sale or use in the PRODUCTS, as MANUFACTURER'S genuine PARTS, any PARTS or accessories, which are not in fact genuine PARTS obtained from or through MANUFACTURER.

16. **NO SALE, ASSIGNMENT OR TRANSFER BY DEALER OF THIS AGREEMENT.** DEALER may not sell, assign or transfer this Agreement or any rights, duties and privileges hereunder. Any proposed merger, consolidation, sale or transfer of assets, event or transaction resulting (by operation of law or otherwise) in a change of ownership, management, or control of DEALER or DEALER'S business shall be subject to MANUFACTURER'S prior written consent. DEALER agrees that MANUFACTURER has the right to terminate this Agreement upon any attempted sale, assignment, transfer or change in control without MANUFACTURER'S prior written consent.

17. **TERM.** This Agreement shall continue until an amended Agreement is issued by MANUFACTURER or until this Agreement is terminated by DEALER or MANUFACTURER as herein provided.

18. **ENGINEERING APPROVAL.** DEALER shall not make modifications to PRODUCTS or PARTS and shall not remove, apply, or use attachments, accessories, parts or components on PRODUCTS unless such modifications, applications, or use have been given engineering approval in writing by MANUFACTURER. *DEALER shall indemnify, defend, and save MANUFACTURER*

harmless from claims of any kind, including but not limited to injuries to persons or damage to property, arising from modifications, applications, or uses which are not so authorized or which are made other than as instructed by MANUFACTURER.

19. **INDEMNIFICATION AND INSURANCE.** *DEALER agrees to indemnify, defend and hold harmless MANUFACTURER and its affiliates from and against all claims, losses, damages, causes of action, suits and liabilities of every kind and all expenses of litigation, court costs, reasonable attorney's fees, and other expenses that MANUFACTURER may suffer as a result of claims, demands, expenses, or judgments arising from violations of the terms of this Agreement by DEALER or the negligent, grossly negligent, or intentional acts or omissions of DEALER and DEALER'S officers, directors, agents, and/or employees.*

DEALER shall maintain in force for itself general and products liability insurance with a minimum per occurrence limit in amount at least equal to Three Million Dollars (\$3,000,000) and an aggregate annual limit in an amount at least equal to Five Million Dollars (\$5,000,000). DEALER shall keep all PRODUCTS and PARTS and other items (i) which are owned by MANUFACTURER or its assignee, if any, or (ii) in which MANUFACTURER or any of its affiliates has a security interest and which, in either event, are under DEALER'S direct or indirect control (including while leased to others or on demonstration, etc.), insured against all risk of physical loss or damage in an amount which shall be sufficient to prevent MANUFACTURER from sustaining any financial loss. MANUFACTURER shall be an additional named insured under each such policy, and provide that in the event of loss the insurer shall pay the proceeds of all such insurance to the insureds as their interests may appear. Unless otherwise agreed in writing by both parties, such coverage shall be provided by an insurance company reasonably acceptable to MANUFACTURER, provided that any insurance company rated "A-" or better by A.M. Best shall be deemed to be approved by MANUFACTURER. Coverage under such policies shall be primary (e.g. not excess) as respects any other insurance available to MANUFACTURER. DEALER shall furnish satisfactory evidence of such insurance coverage to MANUFACTURER upon request. DEALER and the insurer shall notify MANUFACTURER promptly in writing at least ten (10) days in advance of any cancellation, discontinuance, lapse, or reduction in coverage of any insurance policy required by this Agreement. DEALER shall provide MANUFACTURER with a liability insurance certificate on the date this Agreement is executed.

20. **TERMINATION.**

20.1 DEALER may terminate this Agreement at any time, with or without cause, after at least sixty (60) days prior written notice to MANUFACTURER, sent by certified mail.

20.2 Subject to Section 20.3, MANUFACTURER may terminate this Agreement by giving DEALER not less than sixty (60) days prior written notice of termination (except as may be otherwise provided by applicable law) in the event of any of the following defaults:

(a) Failure of the DEALER to perform any of the promises made or obligations undertaken in this Agreement or under any of the requirements set out in MANUFACTURER'S policies and procedures, service bulletins or manuals;

(b) Any material breach of this Agreement, including a breach of any of the representations and warranties in Section 31 hereof during the term of this Agreement;

(c) DEALER'S failure to meet the sales volume and market penetration goals without good cause beyond the DEALER'S reasonable control;

(d) Any loss of managers, officers, or key employees through termination of employment or otherwise, which in the judgment of MANUFACTURER may adversely affect the business of DEALER or MANUFACTURER; or

(e) Default by DEALER under any other agreement between MANUFACTURER and/or its affiliates and DEALER.

20.3 Notwithstanding the provisions of Section 20.2, MANUFACTURER may terminate this Agreement immediately by delivering to DEALER or DEALER'S representative written notice of termination in the event of any of the following:

(a) Any transfer or assignment, or attempted transfer or assignment, of this Agreement or any right or obligation hereunder or any violation of Section 16;

(b) The insolvency of DEALER; the filing of a petition in bankruptcy or for reorganization, whether voluntary or involuntary; if DEALER makes an assignment for benefit of creditors; if a receiver is appointed for DEALER, or its property; if DEALER defaults in the payment of any obligation owing to MANUFACTURER or its affiliates, successors or assigns, or, upon demand fails to account to MANUFACTURER or its affiliates, successors or assigns for the proceeds from the sale of goods for which DEALER is indebted to MANUFACTURER or its affiliates, successors or assigns;

(c) Death or incapacity of the DEALER if an individual, or death of a principal owner/operator if the DEALER is not an individual;

(d) DEALER'S failure to timely pay all sums owed by DEALER to any provider of financing to DEALER with respect to PRODUCTS or PARTS, including MANUFACTURER;

(e) DEALER makes any material written or oral statement or representation to MANUFACTURER or end users of the PRODUCTS or PARTS which is false or otherwise misleading;

(f) Conviction or any plea agreement or plea of nolo contendere of the DEALER or any principal owner/operator of any crime or violation of law which, in MANUFACTURER'S opinion, may adversely affect the interest of MANUFACTURER, the DEALER or end users of the PRODUCTS or PARTS;

(g) Failure of the DEALER to obtain required licenses and permits; or

(h) Unauthorized use of MANUFACTURER'S IP.

20.4 MANUFACTURER may terminate this Agreement at any time, with or without cause, after at least one hundred twenty (120) days prior written notice to DEALER.

21. **RIGHTS AFTER TERMINATION.**

21.1 In the event of termination of this Agreement, all obligations owed by DEALER to MANUFACTURER and its affiliates, successors, or assigns, shall become immediately due and payable on the effective date of termination. Upon termination of this Agreement, MANUFACTURER shall have the right to cancel all unfulfilled orders except those for such PRODUCTS and PARTS as have previously been sold by DEALER, as evidenced by signed customers' orders.

21.2 Upon termination of this Agreement, MANUFACTURER will repurchase DEALER'S new (current models) and unused inventory of PRODUCTS and PARTS only as and to the extent required by applicable law.

21.3 DEALER shall immediately return to MANUFACTURER, without charge, any and all customer lists, sales records, instruction books, circulars, cuts, other advertising supplies, all PARTS books, microfiche, films, cassettes, video tapes, price books, service manuals, service bulletins, sales aids, and other publications and materials which were previously furnished by MANUFACTURER to DEALER.

21.4 All trade secrets and confidential information of MANUFACTURER and its affiliates are the exclusive property of MANUFACTURER or its affiliates. Upon the termination of this Agreement or upon MANUFACTURER'S request, DEALER shall immediately return to MANUFACTURER all materials relating to trade secrets and confidential information. DEALER shall not reveal any of MANUFACTURER'S trade secrets or confidential information, which duty shall survive the termination of this Agreement.

22. **ADVERTISING.** MANUFACTURER reserves the right to require DEALER to submit to MANUFACTURER any advertising copy concerning PRODUCTS or PARTS and all proposed publications or listings of MANUFACTURER'S name, trademarks or trade names.

23. **DEALER CONSENT.** DEALER hereby consents to MANUFACTURER'S requests for and receipts of financial and customer information with respect to DEALER and DEALER'S customers from any provider to MANUFACTURER of floor plan financing and MANUFACTURER supplying to any provider of floor plan financing DEALER sales performance information in the custody of MANUFACTURER. DEALER hereby authorizes MANUFACTURER to include one or more listings for DEALER in MANUFACTURER'S web sites and printed materials with such data as MANUFACTURER deems appropriate. DEALER authorizes MANUFACTURER to link its website(s) to DEALER'S website(s), if any. MANUFACTURER shall have no obligation to maintain any listing or directory including DEALER.

24. **SET-OFFS.** MANUFACTURER may, at any time, at its option, set off any amounts which DEALER may owe MANUFACTURER and its affiliates, successors, or assigns, against any amounts which MANUFACTURER and its affiliates, successors, or assigns, may owe to DEALER, whether arising out of this Agreement or otherwise.

25. **ENTIRE AGREEMENT; MODIFICATIONS.** DEALER acknowledges and agrees that this Agreement constitutes the entire Agreement between MANUFACTURER and DEALER and supersedes any prior agreements and representations. No waiver or modification of any provision herein shall be effective unless such waiver or modification is made in writing and signed by a duly authorized officer of MANUFACTURER.

26. **SEVERABILITY**. The invalidity or unenforceability of any of the provisions of this Agreement or the application thereof shall not affect or impair the validity or enforceability of any other provision herein. Any provision of this Agreement that otherwise is declared invalid and unenforceable because of contravention of any applicable law, statute, or government regulation shall be deemed to be amended to the extent necessary to remove the cause of such invalidation and unenforceability, and such provision, as so amended, shall remain in full force and effect.

27. **NO WAIVER**. The failure of MANUFACTURER to require performance of any provision of this Agreement shall not affect its right to require performance at any time hereafter, and a waiver of a breach of any provision of this Agreement shall not constitute a waiver of such provision or any subsequent breach thereof or nullify the effectiveness of such provision.

28. **CHOICE OF LAW; VENUE**. The laws of the State of Alabama shall govern the construction of this Agreement. Venue for any lawsuits related to this Agreement shall be in Dallas County, Alabama.

29. **ENFORCEMENT EXPENSES**. If DEALER violates this Agreement, DEALER will pay all expenses, including reasonable attorney's fees, incurred by MANUFACTURER in enforcing this Agreement.

30. **LIMITATION OF LIABILITY**. IN NO EVENT SHALL MANUFACTURER OR ITS AFFILIATES BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES, INCLUDING LOSS OF GOODWILL, LOST PROFITS OR REVENUE, DUE TO ANY CAUSE WHETHER ARISING FROM MANUFACTURER'S NEGLIGENCE, STRICT LIABILITY, CONTRACT, TERMINATION OF THIS AGREEMENT, OR STATUTE. ANY ACTION FOR AN ALLEGED BREACH OF ANY CONTRACT OF SALE OR OF ANY WARRANTIES IN RESPECT TO PRODUCTS AND PARTS SOLD BY MANUFACTURER TO DEALER MUST BE COMMENCED WITHIN TWO (2) YEARS AFTER THE CAUSE OF ACTION ACCRUED. DEALER shall indemnify and hold harmless MANUFACTURER, its affiliates, its subcontractors, and suppliers against any and all such claims from DEALER'S customers. MANUFACTURER'S liability on all claims of any kind, and that of its subcontractor's and suppliers, shall in no case exceed the price of any applicable PRODUCT or PART, or if unrelated to a particular PRODUCT or PART, \$100,000 in the aggregate, whether said claims are based on NEGLIGENCE OF MANUFACTURER OR ANY SUBCONTRACTOR OR SUPPLIER, or otherwise.

31. **REPRESENTATIONS AND WARRANTIES**. DEALER represents, warrants, covenants, and acknowledges that:

(a) DEALER is not required to pay any monetary consideration in order to enter into this Agreement nor has DEALER, in fact, paid any monetary consideration to enter into such Agreement, nor has MANUFACTURER requested or demanded any such consideration;

(b) DEALER is an independent, established business having begun operations before entering into this Agreement;

(c) DEALER is experienced in the sale of products like or similar to MANUFACTURER'S PRODUCTS;

(d) DEALER is not required to make any required payments, royalties, fees, rent, advertising assistance (except cooperative advertising), security deposits, escrow deposits, nonrefundable bookkeeping charges, promotional literature fees, or payments for services or persons in order to be established as DEALER or to continue in business as DEALER;

(e) DEALER will immediately notify MANUFACTURER if any representation and/or acknowledgment herein becomes incorrect during the term of this Agreement;

(f) DEALER is not and will not be party to any other contracts which would conflict or prevent DEALER from either (1) entering into this Agreement with MANUFACTURER or (2) performing DEALER's obligations hereunder during the term of this Agreement.

32. **VOLUNTARY ACCEPTANCE BY DEALER**. DEALER acknowledges that DEALER has had the opportunity to seek counsel to obtain business and legal advice as to the terms of this Agreement. DEALER further acknowledges that this Agreement has been read in its entirety prior to its execution by DEALER and that DEALER understands the terms and voluntarily agrees to them.

33. **NO OFAC INVESTIGATIONS**. Neither DEALER, nor any of its subsidiaries or, to its knowledge, any of its subsidiaries' directors, officers, employees or agents is a person who (i) is currently the subject of any investigation by the Office of Foreign Assets Control, Department of Treasury ("OFAC") or any other governmental authority pursuant to any laws administered by OFAC or any other governmental authority ("Sanctions Investigation"), or (ii) is directly or indirectly owned or controlled by any person who is currently the subject of any Sanctions Investigation. DEALER shall promptly notify MANUFACTURER when it or any of its subsidiaries, or any of its subsidiaries' directors, officers, employees or agents becomes the subject of any Sanctions Investigation.

34. **COMPLIANCE WITH LAWS.** DEALER agrees to comply with all applicable international, federal, state and local laws, rules, regulations and orders, and to defend, hold harmless and indemnify MANUFACTURER from any action which may be instituted against MANUFACTURER or any liability which may be imposed upon MANUFACTURER as a result of DEALER's failure to comply with such laws, rules, regulations or orders. The parties hereby incorporate the requirements of 41 CFR 60-1.4(a) and 29 CFR Part 471, Appendix A to Subpart A, for subcontracts for more than \$10,000, if applicable. This contractor (MANUFACTURER) and subcontractor (DEALER) shall also abide by the requirements of 41 CFR 61-300.10. This regulation requires at least annual reporting of: (1) the total number of employees and the total number of employees who are protected veterans, by job category and hiring location; (2) the total number of new employees hired, the total number of new hired who are protected veterans; and (3) the maximum and minimum number of employees at each hiring location; all for the period covered by the report.

This contractor and subcontractor shall abide, as applicable, by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate by their duly authorized representatives effective as of the date first above written.

DEALER:

MANUFACTURER:

By: _____

By: _____

Title

Title

Date

Date

EXHIBIT A

Products

MANUFACTURER authorizes DEALER to sell the following products and associated services, as indicated below:

Bush Hog Full Line

Hay Equipment Only

Flail Mower

EXHIBIT B

BUSINESS LOCTIONS

TYPE OF BUSINESS:

(Check One)

Sole Proprietor

Corporation

Partnership

LLC

Other _____

LEGAL NAME OF BUSINESS ENTITY:

TRADE NAME or dba (doing business as):

PHYSICAL BUSINESS LOCATION:

LIST OTHER BUSINESS LOCATIONS (attach a separate sheet, if necessary):

EXHIBIT C

Annual Dealer Sales And Marketing Action Plan

Dealership Name:		Territory Number:	
Account Number:		Territory Manager:	
Contact Person:		Date Completed:	
Dealer Signature:		Next Review Date:	
2021 Actual Volume:		2023 Target Volume:	
2022 Actual Volume:			

Product Grouping	Total Units	Projected Bush Hog Units	Brand(X) Units	Product Grouping	Total Unit	Projected Bush Hog Units	Brand (X) Units
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Finishing Mowers				Landscape Tools			
72" & Under				Box Blades			
84" & 100"				Dirt Scrapers			
Tri-Deck				Small Rear Blades			
Single Spindle				Large Rear Blades			
Regular Duty (100/200)				Post Hole Diggers			
Medium Duty (20/300)				Tillers			
Heavy Duty (30/400)				Pulverizers			
Extra HD (500)				Pluggers			
Multi- Spindle				Road Graders			
Regular Duty				Fertilizer Spreaders			
Medium Duty				Subsoilers			
Heavy Duty				Misc. Cultivation Tools			
Flex Wings				Disc Harrows			
12'				Backhoes			
15'				XD65			
20'				XD75			
Hydraulic Mowers				XD95			
Boom Mower							
Hay Tools							
Hay Rakes							
Hay Tedders							
DHM Mowers							
3 PT Hay Implements							

Competitive Brands Carried:	1						
	2						