

DEALER AGREEMENT

Location: _____ Agreement Date: _____

Parties:

Dealer Name: _____

Dealer Address: _____

Dealer Contact: _____

Manufacturer Information:

Manufacturer Name: _____

Manufacturer Address: _____

Manufacturer Contact: _____

Territory and Appointment:

Manufacturer hereby appoints Dealer as an authorized dealer to market, sell, and service Manufacturer's products within the following exclusive territory: _____. Dealer accepts such appointment subject to the terms and conditions set forth in this Agreement.

Dealer Obligations:

Dealer agrees to promote, market, and sell the Manufacturer's products diligently and in compliance with all applicable laws. Dealer shall maintain adequate facilities, employ qualified personnel, provide warranty service, and comply with Manufacturer's policies. Dealer shall maintain accurate records of sales, inventory, and customer interactions.

Manufacturer Obligations:

Manufacturer agrees to supply Dealer with products in a timely manner, provide reasonable marketing support, training, and warranty parts. Manufacturer shall honor warranty claims made in accordance with the terms of this Agreement and applicable law.

Pricing and Payment Terms:

Dealer shall purchase products from Manufacturer in accordance with the pricing schedules and payment terms established by Manufacturer. Prices and terms may be adjusted by Manufacturer upon reasonable notice. Dealer shall be responsible for all taxes, shipping, insurance, and other costs associated with product delivery.

Term and Termination:

This Agreement shall commence upon execution by both parties and continue until terminated by either party upon thirty (30) days prior written notice. Manufacturer may terminate immediately for cause, including Dealer's material breach. Upon termination, Dealer shall cease use of Manufacturer's trademarks and return all confidential information and materials.

Confidentiality:

Dealer and Manufacturer agree to keep confidential all proprietary and non-public information disclosed during the term of this Agreement, except as required by law or with prior written consent.

Indemnification:

Dealer shall indemnify and hold harmless Manufacturer and its affiliates from any claims, damages, or liabilities arising out of Dealer's actions or omissions in connection with this Agreement, except to the extent caused by Manufacturer's gross negligence or willful misconduct.

Limitation of Liability:

In no event shall either party be liable for any consequential, incidental, special, or punitive damages, even if advised of the possibility of such damages.

Governing Law and Venue:

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflict of laws principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in _____ County, _____.

Miscellaneous:

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements. Any amendments must be in writing and signed by both parties. If any provision is held invalid, the remainder shall remain effective. Neither party may assign this Agreement without prior written consent.

Signatures:

MANUFACTURER SIGNATURE

DEALER SIGNATURE

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

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