



## Wholesale Application

All wholesale buyers must be pre-qualified in order to make purchases at manufacturer direct prices. Please take a minute and fill out the form below. Once your account is approved, your account manager will contact you with a welcome package.

All sales are by Maplevilles Corporation to the applicant named on this application.

### Company Information

Company Name \_\_\_\_\_

Billing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Shipping Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Company phone # \_\_\_\_\_ Fax # \_\_\_\_\_

Business Type: (Select one)

Retailer \_\_\_ E-Commerce \_\_\_ Remodeler \_\_\_ Contractor \_\_\_ Developer \_\_\_

Property Manager \_\_\_ Distributor \_\_\_

Tax ID # \_\_\_\_\_ Tax Exempt \_\_\_ Yes \_\_\_ No (If Yes, attach Exemption Certificate)

Do you have a showroom \_\_\_ Yes \_\_\_ No If yes, what size \_\_\_\_\_ Sqft

Average Monthly Cabinet Sales Volume \$ \_\_\_\_\_

### Main Contact

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Contact Phone # \_\_\_\_\_

### How did hear about us?

KBIS \_\_\_ Google \_\_\_ Maplevilles Website \_\_\_ Referral \_\_\_

Other: Please specify \_\_\_\_\_

## Reseller Agreement

THIS AGREEMENT is made this [redacted] day of [redacted], 20[redacted], by and between Maplevilles, "MAPLEVILLES" with its principal place of business located at 2522 Continental Ave, El Monte CA 91733,

and [redacted] (the "Reseller"), with its principal place of business located at [redacted].

NOW, THEREFORE, in consideration of the promises hereinafter made by the parties hereto, it is agreed as follows:

1. The product (s) or product line (s) included in this agreement are but not limited to: Maplevilles® Cabinet and related accessories, (the "cabinet").
2. Distribution Right: MAPLEVILLES hereby appoints and grants Reseller the non-exclusive and non-assignable right to sell the cabinet of MAPLEVILLES to customers. The customers are end users who purchase the cabinet from Reseller for the purpose of installation and use of the cabinet. The Reseller shall have a reseller permit or business license issued by its State or its government where the Reseller's company is located or registered.
3. Reseller's Purchases: The cabinet described herein which I shall purchase from MAPLEVILLES's authorized distributor or MAPLEVILLES directly only WHEN MAPLEVILLES'S AUTHORIZED DISTRIBUTOR IS UNAVAILABLE, will be resold by me in the form of tangible personal property; provided, however, that in the event any of such products is used for any purpose of business, it is understood that the Reseller is required by Sales and Use Tax Law to report and pay tax measured by the purchase price of the Cabinet.
4. Trademarks and Logo Use: MAPLEVILLES hereby grants to the Reseller a limited right-to-use license (the "License") for certain MAPLEVILLES trademarks and logos (the "Logos") for the duration of the Agreement as described herein, and under the following terms and conditions: a. This License is granted for the benefit of MAPLEVILLES'S Resellers and others with a legitimate intent to advertise and sell MAPLEVILLES's Cabinet; b. MAPLEVILLES has full ownership right to the Logos and the Reseller does not acquire any rights, title or interest in or to the marks beyond that set forth herein; c. If the Reseller uses the Logos in conjunction with logos representing awards or publications of companies granting such awards, it shall be the responsibility of the Reseller to give appropriate attribution to such companies, and to correctly identify such logos with their respective companies; and The Reseller may not, under any circumstances, alter the appearance of the Logos, either by alteration, size, color or combination with any other logo. Breach of this section will be grounds for immediate termination of this License, and any other legal remedies MAPLEVILLES may deem appropriate.
5. MAPLEVILLES reserves the right to modify or terminate its Premier Reseller Partner Program at any time without notice or liability.
6. Non-existent in this contracted agreement is there any implied or hidden impose liability or obligation on MAPLEVILLES for any expenditure made or incurred by the Reseller, or for any sale or promotional activity undertaken by the Reseller, except pursuant to written and explicit request of representatives of MAPLEVILLES.
7. Terms: The term of this Agreement shall be for one (1) years from the date hereof, unless sooner terminated. Following such Initial Term, this Agreement shall be automatically renewed for successive one year, unless either party notifies the other in writing of an intention not to renew the Agreement within ninety (90) days of the end of the Initial Term. Termination shall not relieve either party of obligations incurred prior thereto. This Agreement may be terminated under the following stipulations without exception under any circumstances: a. by the Reseller at any time upon thirty (30) days written communiqué notice to MAPLEVILLES. b. by MAPLEVILLES upon thirty (30) days written communiqué notice to the Reseller for cause or in the event the Reseller breeches this contact (in any manner); c. by MAPLEVILLES upon thirty (30) days written communiqué notice to the Reseller in the event the Reseller becomes involved in any



8. arrangements with creditor, voluntary or involuntary bankruptcy proceedings under the Bankruptcy Laws of the United States;
9. Notice or Communication. Any notice or communication required or permitted hereunder (other than Administrative Notice) shall be in writing and shall be sent by registered mail, return receipt requested, postage prepaid and addressed to the addresses set forth below or to such changed address as any party entitled to notice shall have communicated in writing to the other party. Notices and communications to MAPLEVILLES shall be sent to:

**Maplevilles Corporation**  
**2522 Continental Ave**  
**El Monte, CA 91733**  
**United States of America**  
**Main: (626)672-0025 Fax: (626)466-9175**

10. Relationship of Parties. The relationship between the parties established by this Agreement shall be solely that of vendor and vendee and all rights and powers not expressly granted to the Reseller are expressly reserved to MAPLEVILLES. The Reseller shall have no right, power or authority in any way to bind MAPLEVILLES to the fulfillment of any condition not herein contained, or to any contract or obligation, expressed or implied.
11. Indemnity. The Reseller agrees to hold MAPLEVILLES free and harmless from any and all claims, damages, and expenses of every kind or nature whatsoever (a) arising from acts of the Reseller; (b) as a direct or indirect consequence of termination of this Agreement in accordance with its terms; or (c) arising from acts of third parties in relation to products sold to the Reseller under this Agreement, including, but not limited to execution of liens and security interests by third parties with respect to any such products.
12. Assignment. This Agreement constitutes a personal contract and Reseller shall not transfer or assign same or any part thereof without the advance written consent of MAPLEVILLES.
13. Applicable Law. This Agreement shall be governed by the laws of the State of California and is accepted by MAPLEVILLES at its Corporate Office address in 2522 Continental Ave, El Monte CA 91733. All payments hereunder shall be made at MAPLEVILLES's Corporate Office address. MAPLEVILLES's rights granted hereby are cumulative and in addition to any rights it may have at law or equity.

**Reseller Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

(Authorized Officer)

Mapleville's Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

(Authorized Officer)