



Aloha!

Thank you for your interest in becoming a dealer with Kahili Productions, LLC with its divisions of Kanile`a Ukulele and Islander Ukulele. Please find enclosed a copy of our Dealer Agreement. This agreement is an addendum to the Kahili Productions, LLC credit application (if applicable) and outlines in more detail our billing policies and guidelines.

Please review the attached agreement. If the terms are agreeable to you, please sign and return page four to us via fax, email scan or mail. If faxing or emailing, please send the original copy by mail.

Thank you for your time. We truly value your business and friendship.

Please let us know if you have any questions. We are always happy to assist you.

Kindest Regards,

Kristen L. Souza

Kristen L. Souza
Co-Owner
Kanile`a Ukulele

encls:

_____ Dealer Agreement & Application

Kahili Productions, LLC
Kanile`a Ukulele and Islander Ukulele
46-216 Kahuhipa St. Unit 2 & 3, Kaneohe, HI 96744
Email: sales@kanileaukulele.com
Phone: (808) 234-2868 ~ Fax (808) 234-2871

(Rev. 12-07-2016)

KAHILI PRODUCTIONS, LLC
DEALER AGREEMENT & APPLICATION

When signed, this document constitutes an agreement between the retail dealer, hereinafter referred to as “Dealer” engaged in the sale of products manufactured or distributed by Kahili Productions, hereinafter sometimes referred to as “Kanile`a `Ukulele and Islander `Ukulele”. Kahili Productions conveys the Dealer the right to purchase from Kahili Productions and re-sell its products under the following terms and conditions.

Requirements to become a Dealer for both Kanile`a `Ukulele and Islander by Kanile`a

1. Dealer must have a retail store front.
2. Kahili Productions has the right to cancel or defer any order/shipment if the Dealer should fail to meet scheduled or other financial requirements including checks, which have not been honored, by the Dealer’s bank. Said cancellation or deferment or delivery shall not be constituted as a breach of this agreement on the part of Kahili Productions, LLC.
3. It is expected that Dealer will maintain at all times a representative selection of Kahili Productions products.

Terms of Sale on Kanile`a `Ukulele

1. Minimum opening order to become an authorized Kanile`a `Ukulele dealer is 3 Kanile`a `Ukulele. Islander `Ukulele minimum starting order is 12 pieces. Combining line minimums are not allowed.
2. Quarterly minimum orders of 3 Kanile`a `Ukulele are required to maintain authorized Kanile`a `Ukulele Dealer status. Quarterly minimum orders of 12 Islander `Ukulele are required to maintain authorized Islander `Ukulele Dealer status.
3. All orders are shipped pre-paid by Wire Transfer, Visa, or MasterCard unless otherwise indicated and arranged for in advance of shipment. For consideration of net terms a Kahili Productions, LLC. Credit Application must be completed and returned for approval.
4. Refer all custom `ukulele inquires to Kanile`a `Ukulele. Dealers will be able to purchase set models. Kanile`a Signature Series and artist models are available at a discounted retail price.
5. Freight charges, insurance, and any applicable taxes are in addition to the Dealer Price and will be added to all shipments.
6. MAP (Minimum Advertised Price) does not reflect any applicable sales tax or shipping costs. Shipping is not to be included in advertised price.
7. Dealer agrees that any and all products purchased by Dealer and revenue generated by Dealer from the purchase of the product is collateral (“Collateral”) to secure any and all obligations Dealer may have to Kahili Productions, LLC including, without limitation, full payment of the products and all expenses relating to collection of the purchase price including (but not limited to) reasonable legal fees (“Payment Obligation”). Dealer agrees that as collateral security for the Payment Obligation, the Dealer hereby grants, transfers and conveys to Kahili Productions a continuing security interest in all currently existing and hereafter acquired Collateral to secure the Payment Obligation.

Dealer agrees and acknowledges that Kahili Productions may perfect its security interest in the Collateral by filing a financing statement in favor of Kahili Productions, LLC. Upon request, Dealer also agrees to execute such financing statements and take whatever action requested by Kahili Productions to perfect the security interest in the Collateral. This is a continuing security agreement and will continue until all the Payment Obligation is paid in full. Dealer hereby authorized Kahili Productions, LLC to take any and all action necessary or deemed appropriate by Kahili Productions, LLC to secure its security interest including, without limitation, filing any financing statement with respect to the Collateral. Dealer authorizes Kahili Productions, LLC to file such statements (if permitted by applicable law) without Dealer's signature.

Minimum Advertised Pricing Policy

1. All products must be advertised at the "MAP" price listed in the Kahili Productions U.S. Dealer Price List and Dealer reserves the right to advertise: "call for price" as an alternative to publishing a sales price.
2. Any Dealer offering Kahili Productions, LLC products for sale on Internet Auction sites must use the MAP (Minimum Advertised Price) as the "opening bid" or "reserve" price unless specific permission is granted by Kahili Productions, LLC.
3. All dealers who post on their website must have products that are currently in their inventory unless otherwise agreed upon by the Distributor.

Credit Terms and Conditions

1. Kahili Productions will charge a \$35.00 service fee on all returned checks.
2. Dealer will bear all costs incurred in collecting any unpaid amounts including, but not limited to, court costs, collection agency and attorney's fees.
3. Short shipments and damaged shipments must be reported to Kahili Productions within 5 days of receipt of shipment.
4. Purchase orders are not considered binding until accepted by Kahili Productions. Kahili Productions reserves the right to accept or reject any order in whole or in part at its sole discretion.
5. The undersigned hereby authorizes Kahili Productions, LLC to secure credit and other pertinent information as Kahili Productions deems necessary and further, that inquiries may be made at any time in connection with credit hereby applied for. The undersigned also consents to the interchange of such information with any credit person or credit agency.
6. Credit privileges are granted at the sole discretion of Kahili Productions, LLC and are subject to be withdrawn without notice at any time.
7. A late fee of \$25.00 (twenty five dollars) will be assessed to accounts over 30 days past due and continues to accrue at the same rate in 30 day increments.
8. This Agreement is governed by and construed in accordance with the laws of the State of Hawaii. This Agreement may not be assigned without the written authorized consent of Kahili Productions, LLC.

By signing below, Dealer agrees to the foregoing terms and conditions of sale. Please return the signed Agreement to Kahili Productions, LLC with all requested supporting documents. Sales representatives are not authorized to amend or alter the terms of this agreement. The execution of this Agreement by the applicant does not constitute an agreement with Kahili Productions, LLC until it is signed and returned by Kahili Productions.

Company Kahili Productions, LLC
Name: _____ Name: Nainoa Gibson
Title: _____ Title: Sales Manager
Signature: _____ Signature: _____
Date: _____ Date: _____

I have read and fully understand the document, **Kahili Productions, LLC Dealer Agreement & Application** and will follow dealer rules and regulations as stipulated by this agreement.

Dealership Applying for (check one): Islander `Ukulele Kanile`a `Ukulele Both
Company/Business Name _____

We are a: Corporation Partnership Proprietorship In business for: _____ years

Address _____

City _____ State _____ Zip Code _____

Bus. Ph _____ Alt. Ph _____ Fax _____

E-mail address _____ Web Site _____

Resale Tax No. _____ Federal I.D. No. _____
(USA companies only)

Contact Name _____ Title _____

Contact Name _____ Title _____

Please list credit card information. Credit Card will be charged prior to each shipment.
(We accept VISA, Mastercard. Wire Transfers are accepted for Foreign Dealers.)

CC#: _____ Exp: _____ Security code: _____

Signature: _____

Statement address: _____

City: _____ State: _____ Zip Code: _____