**Retail Sales Agreement**

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| --- | --- | --- | --- |
| Legal Name of Business | | Trade Name of Business | |
| Resale Certificate # | | Tax ID # / EIN | |
| Retailer Address | | | |
| Primary Contact | |  | |
| Name | Phone | | Email |

This Retail Sales Agreement (this “**Agreement**”), effective as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “**Effective Date**”), is by and between Vice Sporting Goods, Inc. (“**Vice Golf**”) and the party identified in the first column above (“**Retailer**”). In consideration of the representations, warranties, covenants, agreements and conditions herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Vice Golf and Retailer hereby agree:

1. **AUTHORIZED RETAILER.** Subject to the terms of this Agreement and Retailer’s full compliance with its obligations hereunder, Vice Golf hereby authorizes Retailer to sell Vice Golf products (the “**Products**”) in accordance with this Agreement.
2. **SALES METHODS & CHANNELS OF DISTRIBUTION.** Retailer is only authorized to, and Retailer shall only, sell the Products to end-user consumers who are natural persons, who are physically present in Retailer’s physical U.S. retail store locations (or the respective golf courses where such stores are located) and who are purchasing the Products for their personal use (and not, without limitation, resale or distribution), except to the extent otherwise provided in a separate, written e-commerce addendum, if any, to this Agreement (any such addendum, the “**E-Commerce Addendum**”) that is duly executed and delivered by Vice Golf and Retailer. Without limiting the previous sentence and except to the extent otherwise agreed to by Vice Golf in the E-Commerce Addendum, Retailer (a) may only sell the Products in the direct-to-consumer channel in U.S.-based, Retailer-owned, brick-and-mortar stores (or the respective golf courses where such stores are located) and may not resell any Products through a wholesale channel or other channel; (b) shall not, and shall cause its Representatives (as defined in the terms referred to in Section 4 of this Agreement) not to, directly or indirectly, offer, market, promote, advertise, sell, distribute or otherwise dispose of any of the Products via the internet or via any other means or channel not expressly permitted by this Section 2 or assist, solicit or encourage any third party in doing so. However, solely during the Term (as defined in the terms referred to in Section 4 of this Agreement) to this Agreement, Retailer may state on Retailer’s website, in a manner reasonably satisfactory to Vice, that Retailer is an authorized Retailer of the Products. Retailer shall immediately notify Vice Golf in writing if any third party attempts to buy any Products in bulk quantities from Retailer.
3. **REPRESENTATIONS, WARRANTIES AND COVENANTS.** Retailer represents and warrants to, and agrees with, Vice Golf that: (a) Retailer is, and shall be, an entity duly organized, validly existing and in good standing under applicable state laws and has the full right, power and authority to enter into and perform this Agreement; (b) the execution, delivery and performance hereof by Retailer do not and will not violate, conflict with, require consent under or result in any breach or default under any Retailer agreements, contracts or governing/organizational documents or any laws, rules or regulations; (c) this Agreement has been duly authorized, executed and delivered by Retailer and constitutes, and will constitute, the legal, valid and binding obligation of Retailer, enforceable in accordance with its terms; (d) Retailer is, and shall be, in compliance with all applicable laws, rules and regulations and has, and shall maintain, all licenses, permits, etc. required for its business or its performance hereunder; and (e) Retailer is not, and shall not be, insolvent and is, and shall continue, paying all of its debts as they become due, and all financial information that Retailer has provided, or will provide, is true and accurate and fairly represents Retailer’s financial condition.
4. **ADDITIONAL TERMS.** The terms located at www.vicegolf.com/us/retail-terms (as periodically amended, modified or supplemented) also apply to and are part of this Agreement and are incorporated herein by this reference. If Vice and Retailer have entered into an E-Commerce Addendum (it being agreed that Vice has no obligation to enter into an E-Commerce Addendum), the terms therein also apply to and are part of this Agreement and are also incorporated herein by this reference.

**IN WITNESS WHEREOF**, intending to be legally bound, the parties hereto have caused this Agreement to be duly executed, and it will be effective as of the Effective Date.

**Retailer** **Vice Golf**

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| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |