

## DISTRIBUTOR AGREEMENT

AGREEMENT this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_ between Paul DeVivo III, d/b/a The Joker, and the undersigned distributor.

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

1. The Joker gives the right to the distributor to distribute The Joker magazine within the following boundaries: \_\_\_\_\_. If the distributor does not order for a period of 60 days this contract shall be canceled and the territory may be resold
2. The distributor shall be an Independent Contractor of The Joker, to sell The Joker magazine. The distributor shall be responsible for collecting all monies due from retail stores, and shall be responsible for all Federal, State, & Local taxes due on profits made by them, from this agreement. The distributor shall also be responsible for any State or Local licenses required.
3. The distributor shall be responsible for obtaining new retail locations and servicing them plus any existing locations within the boundaries of this agreement. The distributor shall be responsible for purchasing racks & point of sale material needed for these retail locations.
4. The distributor shall place an order by the 10<sup>th</sup> of each month, for his supply of magazines to be delivered around the 25<sup>th</sup> of each month. And must include payment in full for all magazines ordered.
5. The distributor shall be responsible for all returns from retail locations, The Joker will not issue credit or replace any unsold issues. The Joker will not be dated, each issue will have a issue number, so the distributor can sell returns from one store or area in another.
6. The Joker retails for \$2.99. The normal wholesale price is 1.50¢ giving the retail store a 50% profit. The Joker will sell the Joker magazine to the distributor for 90¢ each. The Joker retains the right to increase any charges, (so long as said increases are uniform and apply to all Joker distributors) under this contract in the event its printing cost increase.
7. The distributor must provide The Joker with a copy of all sales invoices; When a new store is acquired the initial invoice must include complete name & address of location.
8. The Joker shall handle subscriptions. All publications of the Joker shall include a subscription

form to The Joker magazine

9. Both parties agree that the accounts with clients are valuable property of The Joker and shall remain the property of The Joker, including any new accounts obtained during the period of this contract. Any racks, point of sale material, etc. placed in retail accounts become the property of The Joker. As a condition of this contract, the distributor agrees not to divulge or give any information whatsoever about the accounts, the list of accounts, or procedures of The Joker to either third parties or competing businesses at any time. In addition, in event of termination of this contract by either party, the distributor agrees not to solicit the accounts of The Joker for the purposes of competing with or to any detriment of The Joker at anytime. The distributor agrees not to compete with The Joker within 50 miles of this or any other distributor of The Joker for a period of five years. All such information is confidential and is not to be used by the distributor.

10. In the event either party desires to terminate the contract of the distributor with The Joker 30 days notice shall be given of such termination. The provisions provided in paragraph 8 of this agreement shall continue after termination of this contract.

11. This agreement is not transferable, without written consent of The Joker, which consent will not be unreasonably withheld.

IN WITNESS WHEREOF, the parties here to set there hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_.

The Joker

Distributor

By: \_\_\_\_\_  
Paul DeVivo

By: \_\_\_\_\_

Print Name \_\_\_\_\_