**Retailer Agreement**

Using this resource does not create an attorney-client relationship. While this template and the corresponding information cover basic and common terms that apply to most businesses, it is impossible to address every situation that can arise -- some attorneys can do that. But, we can’t guarantee this template is exactly what you need for your business.

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RETAILER AGREEMENT

This Agreement is hereby entered into by (Seller Name), “Seller,” and (Retailer Name), “Retailer,” and for the express purpose of providing products for retail from in accordance with the terms and conditions as set forth herein.

**I. Items Purchased**

The Seller agrees to sell to the Retailer the products below “the Goods” at the following price.

 (List of specific goods the Retailer is required to produce with unit price and quantity)

**II. Delivery/Shipping**

These Goods shall be delivered to the Seller at (address) no later than (time) on (date), the “Delivery date.” The method of shipping shall be via (UPS, USPS or others) at the option of the (Retailer / Seller) and the costs thereof shall be born by (Retailer / Seller).

The Retailer shall promptly inspect all Goods upon receipt and shall return to the Seller any defective Goods within (number) days thereof. Failure to inspect or return within the said period shall be deemed as a waiver of the Retailer’s right to reject or return the same.

**III. Payment Terms**

 **(**The Retailer shall pay the full amount of $(dollars) to the Seller on (date), or once the goods have been delivered to the Seller, whichever date is later. / The Retailer agrees to pay the Seller the full amount of $(dollars) in (number) installment payments of $(dollars) per (period) due every (day within each period). )

 The following methods of payment are agreeable to both Parties:

Interest of (Interest rate) per year shall be payable on all amounts that remain paid after it falls due.

**IV. Title/Risk of Loss**

 Title to and Risk of loss shall pass to the Retailer only upon delivery to the Retailer or his agent or representative.

**V. Taxes**

Taxes on the sale of products herein shall be added to the purchase price payable by the retailer unless the Retailer furnishes the Seller a valid tax exemption certificate evidencing that the Retailer is under no obligation to pay such taxes.

**VI. Warranties**

The Seller warrants all goods and services, as outlined herein, for their implied warranty of merchantability and for express warranty of fitness for a particular purpose. The Retailer disclaims any expertise or knowledge of the Seller’s deliverable goods and represents that all decisions requiring such are the sole responsibility of the Seller.

**VII. Compliance**

The Retailer represents that sale of all delivered goods will be undertaken and performed in a manner compliant with all federal, state, and local laws and ordinances. This provision extends to the acquisition and use of any and all applicable permits or licenses necessary for Retailer to fulfill their obligations under this Agreement.

 The Seller expressly disclaims any knowledge of the legalities, permit or license requirements, or the like in the fulfillment of the Retailer’s obligations. The Seller shall not partake, advise, or consult on the requirements of the legalities of the Retailer’s performance under this Agreement.

**VIII. Insurance Coverage**

Retailer shall have the necessary insurance coverage to protect against the risks for which it is obligated to provide indemnification under this Agreement and any loss or damage which may result by performing its obligations. Retailer shall provide proof of insurance to Seller upon request.

**IX. Assignment**

Retailer is not permitted to assign or in any way transfer this License to any third party without prior written agreement signed by the Seller. Any assignment shall be deemed void and without effect and shall render this Agreement invalid.

**X. Relationship of the Parties**

The parties do not intent to enter into a joint venture. The parties also agree that the Retailer is not an agent or representative of the Seller.

**XI. Indemnity**

The Retailer agrees to indemnify and hold harmless the Seller, its employees, representatives, staff, agents, and assigns from any and all liabilities, injuries, losses, damages, claims, causes of action, attorneys’ fees, and costs against all but allegations related to gross negligence or willful misconduct.

**XII. Entire Agreement**

This Agreement, including the addendums referenced herein and attached hereto, constitutes the entire Agreement between the Parties. No communications, representations, or statements made prior to or contemporaneously with this Agreement shall be deemed effective.

 Modifications or later agreements shall be deemed effective only if they are expressly conveyed in writing and signed by both Parties.

**XII. Governing Law**

This Agreement and any dispute arising under or relating to it will be governed under the laws of the State of (YOUR STATE). Both Parties expressly consent to the personal jurisdiction of the state and federal courts of (YOUR STATE). The Parties further agree that these courts shall have exclusive jurisdiction over any such action or proceeding.

**XIII. Severability**

If for any reason any competent court with jurisdiction deems that any provision within this Agreement is void, invalid, or ineffective, the remaining provisions shall continue with full force and effect.

**XIV. Authority**

The Parties represent, covenant, and acknowledge that each has full authority and capacity to enter into this Agreement and uphold the terms and conditions stated herein.

**I have read, understood, and hereby accept all terms and conditions as set forth in this Agreement.**

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Retailer Date

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Seller Date