



## TurFresh Online Selling Agreement

TurFresh has agreed to sell their products to \_\_\_\_\_ at wholesale cost. \_\_\_\_\_ will ensure listing prices abide by TurFresh's MAP policy / brand aligned on Amazon.com.

This agreement allows \_\_\_\_\_ Company to become a 3rd party FBA seller for

TurFresh's product lines and to sell along with TurFresh on the same product listing, as it is against Amazon's policies to create duplicate listings for the same product.

Current seller(s):

TurFresh

Etailz

Rudder

The above sellers are approved sellers for TurFresh product lines on the Amazon platform.

With \_\_\_\_\_ Company investing in campaigns for TurFresh products, campaigns are only shown when the seller that is promoting is in the buy box. If other sellers that are on TurFresh listings are not investing in PPC, it affects TurFresh products visibility and \_\_\_\_\_ Company effort in trying to gain new customers.

### Termination

For any reason TurFresh would like to terminate \_\_\_\_\_ Company as a reseller, \_\_\_\_\_ Company would need to be notified 30 days prior. If BioTurf would like to terminate \_\_\_\_\_ Company as a reseller, \_\_\_\_\_ Company still has permissions to sell off any already purchased or current active inventory but is unable to submit another PO from the date of termination.

For any reason \_\_\_\_\_ Company Products would like to terminate TurFresh products, \_\_\_\_\_ Company Products will no longer submit a PO with the brand and discuss how to proceed with the current inventory levels and pricing.

### Other Terms

\_\_\_\_\_ Company agrees to utilize an Amazon PPC marketing campaign during this trial where a portion of profits will be used to drive traffic to the products via Amazon sponsored

ads. If for any reason Amazon does not allow PPC campaigns to be run for TurFresh products, \_\_\_\_\_ Company will discuss other promotional options. Company will provide reports to TurFresh on sales, advertising spend, and other information requested by BioTurf.

By:

Title:

Date:

Signature:

To Whom It May Concern,

This letter is to confirm that TurFresh, Inc. provides \_\_\_\_\_ Company Products with our permission to act as a third party seller on their personal website, storefront, and www.Amazon.com. Please provide complete corporate information:

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

Address: \_\_\_\_\_

Ownership type: \_\_\_\_\_

Owners: \_\_\_\_\_

Emails: \_\_\_\_\_

Phone Numbers: \_\_\_\_\_

Authorized PO provider: \_\_\_\_\_

Contact: \_\_\_\_\_

Websites: \_\_\_\_\_

Other Product Offerings: \_\_\_\_\_

Thank you,

Signature: \_\_\_\_\_

**Credit Card Payment Authorization Form**

Sign and complete this form to authorize TurFresh to make a debit to your credit card listed

below.

By signing this form you give us permission to debit your account for the amount indicated on or after the indicated date. This is permission for a single transaction only, and does not provide authorization for any additional unrelated debits or credits to your account.

**Please complete the information below:**

I \_\_\_\_\_ authorize TurFresh to charge my credit card  
(full name)  
account indicated below for \_\_\_\_\_ on or after \_\_\_\_\_. This payment  
is for (amount) (date)

\_\_\_\_\_  
(description of goods/services)

Billing Address \_\_\_\_\_  
Phone# \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Email \_\_\_\_\_

Account Type: Visa MasterCard AMEX Discover

Cardholder Name

\_\_\_\_\_  
Account Number

\_\_\_\_\_  
Expiration Date \_\_\_\_\_

**SIGNATURE DATE**

I authorize the above named business to charge the credit card indicated in this authorization form according to the terms outlined above. This payment authorization is for the goods/services described above, for the amount indicated above only, and is valid for one time use only. I certify that I am an authorized user of this credit card and that I will not dispute the payment with my credit card company; so long as the transaction corresponds to the terms indicated in this form.

**MAP Policy**

As the world's leading artificial grass cleaning supply company, TurFresh is focused on maintaining high margins for our authorized partners and network. In recognition of the

investment in time and resources required for our high-quality TurFresh wants to provide the level of customer service and product knowledge expected from our customers, TurFresh and BioTurf is committed to enforcing policies which allow our resellers to maintain high profit margins through the sale of our products. TurFresh has an established Minimum Advertised Price (MAP) Policy that an Authorized Reseller must follow for the advertising and marketing of TurFresh products. All TurFresh Authorized Resellers must agree to the terms and conditions of the following MAP Policy.

**TurFresh MAP Policy Guidelines for TurFresh and BioTurf Products** MAP pricing for all TurFresh products can be found on your current price list. All advertised prices must be at or above MAP for all TurFresh products if a MAP price has been established by TurFresh. Resellers are not required to list prices in advertising. If a price is listed in an advertisement it must be at or above MAP. Other statements such as “call for price” or “call for quote” are acceptable and permitted.

Resellers are also responsible for ensuring their TurFresh Mount pricing is at or above MAP on internet search engines. Resellers are free to set the actual resale price of any product as long as it is at or above MAP price given the most recent publication of the price list. TurFresh’s MAP policy for all TurFresh products apply to advertising placements, including but not limited to: print ads (inserts, magazines, newspapers, catalogs, mail order catalogs, etc.), broadcast (radio and TV), direct mail, faxes, internet placement with third parties (banner ads, broadcast emails, destination pages, third-party sites), internet placements on resellers own website, and any flyers, posters or coupons.

From time to time, TurFresh may permit resellers to advertise MAP Products at prices lower than the MAP price. In such events, TurFresh reserves the right to modify or suspend the MAP price with respect to the affected products for a specified period of time by providing advance notice to all resellers of such changes.

### **Pricing Statements**

TurFresh’s MAP Policy does allow resellers to omit pricing entirely from advertisements and/or advertisement statements such as “Call for Price” or “Call for Quote.”

### **Free Offers Associated with TurFresh Product**

Free shipping and/or handling, 0% sales tax, or free financing promotions do not violate the MAP.

### **All TurFresh Products Price Matching Policies**

Price matching policies are acceptable. Price matching cannot be used as a valid reason for violations of TurFresh’s MAP Policy. Advertised price must always be at MAP or higher.

### **Failure to Comply with the MAP Policy**

At the sole discretion of TurFresh, failure to comply with MAP, intentional and/or repeated failure to abide, may result in the immediate loss of Authorized Reseller status and your ability to purchase all TurFresh products both direct as well as through distribution.

### **TurFresh will utilize the following steps to resolve MAP violations:**

1. Any and all dealers selling TurFresh products which have not signed an TurFresh MAP Policy agreement are classified as Unauthorized Resellers.
2. Distributors of TurFresh, BioTurf and BioFill are required to provide a signed MAP agreement from any dealer selling TurFresh products. Unauthorized dealers should not be sold to or provided a feed from any distributor whatsoever.
3. Violations from Authorized Resellers will need to be corrected within 24 hours of notification.
  1. First Violation: Authorized Reseller's account will be put on hold temporarily and a written warning will be provided. MAP violations must be corrected within 24 hours. Upon correction and following 30 days of compliance, violation will then be cleared.
  2. Second Violation: Authorized Reseller's account will be put on hold for 30 days.
  3. Third Violation: Authorized Reseller's account will be put on hold for 180 days. After this duration, TurFresh will review and determine if account is to be reinstated.
  4. Fourth Violation: Should TurFresh decide to reinstate an Authorized Reseller who has previously demonstrated a third violation, yet violates a fourth time, the account will be unauthorized indefinitely.

TurFresh will issue a new price list upon the first day of each quarter, based on a calendar year. Pricing must be updated immediately upon receipt.\*\*\*

### **MAP Policy Confirmation Agreement**

This TurFresh MAP Policy and Confirmation Agreement is made on this date of \_\_\_\_\_, by and between, TurFresh and \_\_\_\_\_.

TurFresh places great value on the efforts of all resellers to represent our products and support their customers. Our MAP policy is intended to encourage competition for the sale

of TurFresh products in a manner that is consistent with the long-term interests of our customers. We are sure that you share our commitment to customer satisfaction and as such, we ask that you acknowledge by signing this MAP confirmation agreement.

Thank you for your prompt attention to this matter, and your continued support for TurFresh products.

Read and Understood:

Authorized Reseller (~~Company Name~~)

Name \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Web URL \_\_\_\_\_

Authorized Reseller Representative

\_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

Email \_\_\_\_\_ Phone \_\_\_\_\_