



## The SMART Buying Group Manufacturer/ Distributor/ Service Company Basic Membership Agreement

A-Z Media Group, Inc./ The SMART Buying Group  
6965 El Camino Real #105-234  
Carlsbad, CA 92009  
T. 760-929-7090  
F. 760-496-2881  
Corp. Contact: NSnow@a-z.com  
Account Rep: Sherry Chapman, Mfg. Consultant  
T. 760-929-7090  
Email: schapman@a-z.com

Member: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Website: \_\_\_\_\_

This Membership Agreement by and between The SMART Buying Group (“TSG”), a wholly owned subsidiary, of A-Z Media Group, Inc. and \_\_\_\_\_ (“MEMBER”), is effective beginning \_\_\_\_\_ with reference to the following facts:

### 1. Membership Benefits

- a. Participation in Buyer Showcase events at no charge.
- b. First right of refusal for sponsorships within The SMART Store (applicable fees will apply).

### 2. Membership Fees

There is an annual membership fee of \$499.00. Annual membership will renew automatically and payment is due on the 25th day of the month preceding the renewal date. TSG reserves the right to change the membership fee from time to time with 60 days written notification.

### 3. Agreement Term and Cancellation Policy

Annual membership will renew automatically per Section 2 above. MEMBER or TSG may terminate this agreement with written notification 30 (thirty) days prior to the annual renewal date. No refund on any unused portion of the membership fees will be issued.

### 4. Membership Responsibilities

- a. MEMBER agrees to offer the same or higher discount to SMART Members as currently providing thru other buying groups or retailer loyalty programs. See **Attachment A** for MEMBER’s specific program details.
- b. MEMBER agrees to maintain confidential TSG’s membership and business methodologies.
- c. MEMBER agrees to be respectful to all those within TSG and the industry of which we are a part.

### 5. Business Practices

TSG does not and will not engage in the following business practices:

- a. Product, service or manufacturer bans of any kind.
- b. Exclusion of any retailer or manufacturer.
- c. Protection of territories, regions or local markets.

### 6. Miscellaneous

- a. No Partnership. TSG and MEMBER do not, by this Agreement or otherwise, create any partnership or agency relationship. MEMBER will indemnify and hold TSG harmless against any claims of liabilities.
- b. Modification/Waiver. This agreement shall not be modified or amended except in writing by each of the parties expressly setting forth the nature of any such amendment or modification.
- c. Entire Agreement. This Agreement, inclusive of Attachment A, constitutes the entire understanding of the parties. There are no other oral or other written agreements between the parties concerning the subject of this Agreement and Attachment A. This Agreement shall constitute a binding obligation between the parties.
- d. Publications. By signing this agreement, MEMBER authorizes TSG to use its logo in SMART Group publications.
- e. Governing Law; Compulsory Arbitration; Waiver of Trial by Jury. This agreement shall be governed by and interpreted in accordance with the laws of the State of California, including all matters of construction, validity, performance and enforcement, without giving effect to principles of conflict of law. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof shall be settled by arbitration in accordance with rules of the American Arbitration Association, and judgment on the award rendered may be entered in any court having jurisdiction. Arbitration proceedings shall be conducted in Carlsbad, California. THE PARTIES DESIRE THAT THEIR DISPUTES BE RESOLVED BY ARBITRATION APPLYING THE APPLICABLE LAWS OF THE STATE OF CALIFORNIA. THEREFORE, AND WITH THE UNDERSTANDING THEY ARE WAIVING A CONSTITUTIONAL RIGHT, THE PARTIES HERETO WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING BROUGHT TO RESOLVE ANY DISPUTE, WHETHER IN CONTRACT, TORT OR OTHERWISE,

ARISING OUT OF, CONNECTED WITH, RELATED TO OR INCIDENTAL TO, THIS AGREEMENT OR ANY RELATED DOCUMENT.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written above.

**The SMART Buying Group**

Signed: \_\_\_\_\_  
Name: Sherry Chapman  
Title: Senior Manufacturer Consultant  
Date: \_\_\_\_\_

**Member:** \_\_\_\_\_

Signed: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

This Agreement is effective upon signing by a corporate officer of The SMART Buying Group

**The SMART Buying Group**

Signed: \_\_\_\_\_  
Name: Dennis Conforto  
Title: CEO  
Date: \_\_\_\_\_

**Payment Terms & Conditions**

MEMBER agrees to the following payment terms:

**Annual Membership Fee**

The first annual payment in the amount of \$499.00 is due upon signing.

Future annual payments are due and payable on the 25th of the month preceding the annual renewal date for the term of this Agreement.

**Annual Membership Fee will be paid by:**

Check (payable to A-Z Media)                       Automatically by credit card (see authorization)

**Credit Card Authorization:**

Card Type:     Visa     Mastercard     Discover     American Express

Card Number: \_\_\_\_\_ Exp Date: \_\_\_\_\_

Cardholder Name (please print): \_\_\_\_\_

*Customer agrees to pay the amount reflected on this Agreement according to the cardholder's agreement.*

Authorized Signature: **X** \_\_\_\_\_ Date: \_\_\_\_\_

*Member shall be subject to all late fees and finance charges as allowed by law in the State of California should company fail to make timely payment(s) as set forth in this Agreement.*



## Attachment A to The SMART Buying Group Membership Agreement

A-Z Media Group, Inc./The SMART Buying Group 6965 El Camino Real #105-234 Carlsbad, CA 92009 T. 760-929-7090 F. 760-496-2881 Corp. Contact: NSnow@a-z.com Account Rep: Sherry Chapman, Mfg. Consultant T. 760-929-7090 Email: schapman@a-z.com	Member: _____ Address: _____ City, State, Zip: _____ Contact: _____ Phone: _____ Email: _____ Fax: _____ Website: _____
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This Addendum to The SMART Buying Group Membership Agreement by and between The SMART Buying Group and \_\_\_\_\_ ("MEMBER") is effective beginning \_\_\_\_\_.

As a member of The SMART Buying Group, MEMBER may offer one or more discount, display, co-op advertising, or return programs to SMART Retailer Members. These programs can be viewed only by SMART members. MEMBER agrees to provide discounts and loyalty programs to SMART Retailer Members as follows:

### 1. Minimum Discount Programs (Required)

At a minimum, MEMBER agrees to offer one or more discount programs to SMART Retailer Members. **Please checkmark the discount program(s) you will provide and fill in the details.**

- MEMBER will provide a standard \_\_\_\_\_% discount to SMART Retailer Members.
- MEMBER will provide a discount program to SMART Retailer Members as follows: \_\_\_\_\_

### 2. Additional Retailer Loyalty Programs (Optional)

MEMBER's Retailer Loyalty Program can consist of up to five additional principals that are used to promote growth in sales and profits for the retailer and MEMBER. **Please checkmark the additional Retailer Loyalty Programs you will offer to SMART Retailer Members and fill in the details.**

- 1. **Co-branding of Retail Display Space.** Indicate your **MPV** retail square footage requirement to properly display your products.
  - Minimum \_\_\_\_\_ sq. ft.
  - Primary \_\_\_\_\_ sq. ft.
  - Visionary \_\_\_\_\_ sq. ft.
- 2. **Individual Performance-Based Discounts.** MEMBER provides a volume discount rate based on a retailer's individual performance (discount beyond the required SMART Buying Group discount).
  - Volume Range 1 \$ \_\_\_\_\_ – \$ \_\_\_\_\_ Discount \_\_\_\_\_ %
  - Volume Range 2 \$ \_\_\_\_\_ – \$ \_\_\_\_\_ Discount \_\_\_\_\_ %
  - Volume Range 3 \$ \_\_\_\_\_ – \$ \_\_\_\_\_ Discount \_\_\_\_\_ %
  - Volume Range 4 \$ \_\_\_\_\_ – \$ \_\_\_\_\_ Discount \_\_\_\_\_ %
  - Volume Range 5 \$ \_\_\_\_\_ – \$ \_\_\_\_\_ Discount \_\_\_\_\_ %
- 3. **Matching Advertising Co-op Funds.** \_\_\_\_\_% matching funds up to \_\_\_\_\_% of purchases, used within \_\_\_\_\_ months before they are forfeited.
- 4. **Co-op Ad Books.** MEMBER provides SMART Member Retailer a book of approved ads for their brands and products to improve advertising productivity.
- 5. **Clearance Center Program.** MEMBER discounts non-performing products in SMART Retailer Member's inventory, but only when retailer has purchased new products from MEMBER to use in their retail brand display area.

IN WITNESS WHEREOF, the parties have executed this Attachment as of the day and year written above.

**The SMART Buying Group**

**Member:** \_\_\_\_\_

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: Sherry Chapman

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

Title: Senior Manufacturer Consultant

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

This Attachment is effective upon signing by a corporate officer of The SMART Buying Group

**The SMART Buying Group**

Signed: \_\_\_\_\_

Name: Dennis Conforto

Title: CEO

Date: \_\_\_\_\_