

# Distributor Agreement for Patti Komara's Tumblebear Connection Products

This Agreement is made on the \_\_\_\_ day of \_\_\_\_ 2009, between Tumblebear, LLC, an Indiana limited liability company, known as "Company", having a business address at P.O. Box 17, Dyer, Indiana 46311 and, \_\_\_\_\_ "The Distributor" having a business address at \_\_\_\_\_

1. **Consideration.** Tumblebear, LLC, manufactures and sells products, including but not limited to lesson plans and DVDs for gymnastics, dance, swim, yoga, nursery schools, and business (the "products") and has granted unto Distributor a non-exclusive right to market and sell the Products. Tumblebear, LLC, desiring to enable Distributor to sell more Products, will allow Distributor to use Tumblebear, LLC marketing materials in connection with the Distributor's marketing of the products.
2. **Compensation.** The Distributor will receive as compensation for selling the Products a sum equal to Twenty Percent (20%) of the net sales of products. Net sales shall be defined as:

Net Sales = Gross Sales - returns - shipping charges - taxes.

Tumblebear, LLC requires the Distributor to pay for the order before Tumblebear, LLC will send out the products. Payment will be made by the Distributor's credit card ensuring Tumblebear, LLC already has the payment if there are any returns.

3. **Shipping.** Shipping will be as followed:  
Orders under \$50.00 - add \$7.00  
\$50.01 to \$100.00 - add \$9.00  
\$100.01 to \$174.99 - add \$10.00  
\$175.00 to \$299.99 - add \$11.00  
\$300.00 to \$500.00 - add \$16.00  
Over \$500.00 - add \$26.00  
\*Call for special pricing for shipping outside the continental United States.
4. **Term.** The term of this Agreement shall be for one year from the above date, and shall continue for successive periods of one year thereafter, provided, however, that either party may upon giving thirty (30) days written notice to the other party terminate this Agreement.
5. **Trademark.** The Distributor hereby agrees and acknowledges that Tumblebear, LLC is the owner of a common law trademark in the logo and name "The Tumblebear Connection" and "The Tumblebear Gym Program" (the "Trademark"). A copy of the two Trademarks are below hereto as Exhibit "A" and made a part hereof. The Distributor further acknowledges that it is fully aware that Tumblebear, LLC is in the process of registering the Trademarks with the United States Patent and Trademark Office and will not do anything to delay, defeat or hinder said registration process.
6. **License to Trademark.** Tumblebear, LLC hereby grants unto Distributor a non-exclusive license to use the Trademark in its marketing of the Products.
7. **Right to Restrict Use of Trademark.** Tumblebear, LLC reserves the right to limit or restrict Distributor's use of the Trademark at any time.
8. **Termination.** Tumblebear, LLC, in its sole discretion, may terminate this Agreement at any time, for any reason, provided however, that the Company shall give a reasonable time for Distributor to remove the Products and Images from Distributor's marketing materials and/or website.

Dated as of the date first written above.

"Company"

Tumblebear, LLC

By: Patti Komara

Its: Managing Member



"Distributor"

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

Its: \_\_\_\_\_