



American TopLift Dealer Agreement

**American TopLift Inc.
208 S. McKemy Ave
Chandler, AZ 85226
602-975-2238**

We are pleased at your interest in joining our growing network of dealerships representing the American Toplift Crane Trailer. ATL's innovative design offers a unique product offering that is sure to bring growth for your dealership in the vocational market. Following the manufacturers recommendations in this agreement will help ensure success with the ATL Products in your dealership.

NOW THEREFORE, for and in consideration of the foregoing, the terms and conditions contained herein, and other good and valuable consideration, the parties agree to the following:

The following dealer programs outline the available programs as an ATL dealer. The ability to adhere to the program terms will be reviewed annually which may result in a change of dealer program level. There shall be 30-day notice of such change from the manufacture.

Gold Dealer – Anchor

- Maintain Minimum 3 Unit Inventory
- Option for Wholesale Sales into Non-Retail Market
- Full Service Capable
- Product Info and Branding Maintained on Company Website
- 5% Discount
- Dealer Referral Program: Earn \$500 for Every Signed Referral
- Top 3 Dealers thru 2019 Receive Additional 3% Discount for 2020

Silver Dealer

- Product Info and Branding Maintained on Company Website
- Maintain Minimum 1 Unit Inventory
- Service Capable with Assistance or Contracted
- Dealer Referral Program: Earn \$250 for Every Signed Referral

Requirements

1. American TopLift agrees to provide a final Trailer Crane product produced in a controlled environment by an ATL endorsed manufacture.
2. American TopLift agrees to provide Sales support in the form of personal assistance via phone and/or internet, company directories and make available brochures and product training videos.
3. Dealer must hold in good standing a state issued dealers license.
4. To retain pricing discounts the Dealer agrees to maintain sales and inventory levels of ATL product as described in agreed upon dealer program.
5. The Dealer agrees to display American TopLift products in a professional manner with accurate pricing and specifications.
6. The Dealer shall use reasonable and consistent efforts to market and advertise the sale of ATL crane trailers. In addition, the Dealer shall participate from time to time, in local and regional events promoting the sale of ATL Crane Trailers.
7. American Toplift products and logo shall be displayed on the Dealer's website with links to the manufacturer's website.
8. The Dealer agrees to follow all warranty procedures and policies of ATL.
9. The Manufacturer shall provide reimbursement for all labor and parts related to preapproved warranty repairs identified by component manufacturer.
10. A Gold Dealer must be service capable including Certified Welding, Electrical Diagnosis, General Trailer Maintenance and Repair. A Silver Dealer must be able to perform the above with minimal assistance or local contract by a certified repair facility.
11. Retail Dealer Territory shall be a 50 mile radius unless otherwise defined by ATL. Product may not be displayed or focus advertised within a 50 mile radius of another ATL dealership.
12. A minimum deposit of 30% is required for all orders unless other arrangements are agreed upon. Remaining payments are due on or prior to delivery date.
13. Freight shall be at the expense of the purchasing Dealer.

As an American Top Lift dealer your location(s) also qualifies to become a dealer of Nation Tank and Trailer products. Please Note: There may not be a territorial overlap with other Nation Tank and Trailer dealers. Any exceptions must be requested for approval thru Nation Tank and Trailer directly.

Please indicate below products you are interested in carrying by Nation Tank & Trailer

Utility Equipment Car Hauler Dump Trailer Tank Trailers

UL Listed Tanks Custom Trailers

If you have selected any of the above product types, a representative of Nation Tank and Trailer will contact your dealership to continue the process.

American TopLift Inc. retains all rights to the Crane Trailer design. ATL cranes may **not** be attached to any other brand trailer without the express written consent of American TopLift Inc. All ATL branding must remain in place on the product.

It is the intent of ATL that our dealer network will work in conjunction to provide an innovative product in the market place. Dealers shall adhere to MSRP pricing and shall be willing to assist in serving customer needs as they arise including sales, service repair and parts.

American TopLift, Inc. believes that after the market analysis has been agreed to with the Dealer, it is reasonable to expect a _____ Level status between the date of this signed agreement and December 31, 20____. At the end of this period both the dealer and manufacturer will reevaluate terms of this agreement. Both the Dealer and ATL have the right to cancel this agreement with 30 days of written notice. All notices to the Manufacture shall be sent to American TopLift, Inc. 208 S McKemy Ave, Chandler, AZ 85226

Dealership Name: _____

Address: _____

Phone: _____

Dealer Signature

ATL Representative

Printed Name

Printed Name

Date

Date