

# Q3 2023 Futuro Houses LLC Exclusive Territory Dealer Agreement

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, “Effective Date”, by and between Futuro Houses LLC, a Wyoming limited liability company, hereinafter referred to as “Company” and: \_\_\_\_\_, of: \_\_\_\_\_, hereinafter referred to as “Dealer”, in consideration of the promises herein and intending to be legally bound, agree as follows:

1. **EXCLUSIVE TERRITORY:** Company hereby grants to Dealer the Exclusive Sole right to distribute and market the Patent Pending UFO House, and all other housing products, present and future, marketed under the Futuro Houses LLC name, within Exclusive Territory # \_\_\_\_\_ of 259, in the state of \_\_\_\_\_. The counties that comprise this Exclusive Territory are listed in the Addendum to this Dealer Agreement. While this Agreement is in force, the Company shall not grant any other such right to any other Dealer within the Exclusive Territory. Once this agreement is in effect, all Exclusive Territory viable sales leads received by Company will be forwarded to Dealer at this email address \_\_\_\_\_.
2. **EXCLUSIVE TERRITORY DEALER PACKAGE:** Exclusive Dealership Package shall be provided by the Company in exchange for a one-time minimum upfront fee of Fifteen Thousand dollars (\$15,000) per territory or a fee of Twenty Thousand dollars (\$20,000) payable within one year (365 days) of the signing of this contract. This fee also includes proprietary sales and marketing training, product training, branded sales, and marketing materials, and all viable incoming sales leads. If the one-time exclusive rights payment is not paid within one year (365 days) from the signing of this contract, this contract will be deemed null and void without any further notice by either party and all exclusive rights will be relinquished back to the company. In such event, no further notice, action, or payments will be due by either party.
3. **ANNUAL QUOTA:** If a minimum of two (2) houses are purchased per year per territory, this contract automatically renews for the following year.
4. **PAYMENT OF HOUSE PURCHASE PRICE:** Payments in full, for houses, are due at the time of shipment. In the event of any increase or decrease in the MSRP or Dealer purchase price, said increase or decrease shall become effective thirty (30) days after Company makes such notification.
5. **WARRANTY:** Futuro Houses LLC gives a limited lifetime warranty of parts and labor only to the original purchaser of the house. This warranty only covers the Fiberglass shell and metal base, if included. This warranty does not include normal wear and tear, abuse, mishandling, acts of God, mother nature or any appliance or windows that may or may not be supplied by Futuro Houses LLC. All appliances, windows or apparatus are covered by the manufacturer's separate warranty.
6. **DELIVERY:** Title and risk of loss shall pass to the Dealer upon FOB shipment from origin. Company assumes no responsibility for delay in delivery beyond its control due to Acts of God, embargoes, fire, flood, accidents, strikes, supply chain delays, labor trouble or, without limitation, any other cause beyond Company's control.
7. **OBLIGATIONS OF DEALER:**
  - a. Dealer, or a representative of the Dealer, agrees to attend a training seminar in Cleveland, Ohio or virtually. Dealer also agrees to attend any Company training seminars for future products.
  - b. Dealer will, at all times, conduct their business in a professional, fair, ethical, and legal manner.
  - c. Dealer must create and maintain a dedicated Futuro Houses Dealership website for their Exclusive Territory with sales contact info within 30 days of signing this agreement indicating the counties in its Exclusive Territory.
8. **TRANSFER OF OWNERSHIP BY DEALER:** Subject to this agreement, the Dealer may sell or transfer ownership of any part or all of Exclusive Territory, at any time, on whatever terms are negotiated between Dealer and the Dealer's prospective purchaser (“Purchaser”), provided that Dealer is in full compliance with all of the

terms and conditions of this Agreement. Company will provide training for the Purchaser and their staff conducted in Cleveland, Ohio.

- 9. **GOVERNING LAW AND CHOICE OF FORUM:** This Agreement shall be governed by and construed under the laws of the State of Wyoming, without giving effect to any choice or conflict of law provision or rule (whether of the State of Wyoming or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Wyoming. Jurisdiction for resolution of any disputes arising in connection with this Agreement shall be vested in the state and federal courts located in Wyoming.
  
- 10. **ENTIRE AGREEMENT AND MODIFICATIONS:** This Agreement comprises the entire agreement between the parties, and the Dealer acknowledges that no warranties or representations, written or verbally, have been made to or are being relied upon by the Dealer except those contained in the provisions of this Agreement. No change or modification of this Agreement shall be valid unless the same is in writing and signed by the parties hereto. Each clause of this Agreement shall be severable and in the event any clause, sentence, word, or portion of this Agreement is declared unenforceable, the remainder of the Agreement shall be effective and binding on all parties.
  
- 11. **CONCLUSION AND ARBITRATION:** It is understood and agreed that it is the intent of the parties that this Agreement is the complete understanding of the parties. Any dispute between the parties shall be adjudicated by the American Arbitration Association and both parties agree to comply with the judgment of that entity.

X \_\_\_\_\_  
Dealer Authorized Signature                      Dealer Printed Name and Title                      Date

X \_\_\_\_\_  
Futuro Houses LLC Authorized Signature                      Name and Title                      Date

Futuro Houses LLC  
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