



MAP Agreement 2019

This MAP AGREEMENT (*Agreement*) is made and entered into as of [Insert Date] (*Effective Date*) by and between GOOD CLEAN LOVE, INC., an Oregon corporation with a mailing address at 207 West 5th Avenue, Eugene, Oregon 97401 (*GCL*), and [Insert Retailer Name], a [Insert State of Formation] [Type of Company] with a mailing address at [Insert Address] (*Retailer*) (GCL and Retailer shall be referred to herein individually as a *Party*, and collectively as the *Parties*):

1. Authorization; Restrictions. GCL authorizes Retailer to sell or resell GCL’s products (collectively, *Products*) to pre-verified retailers, drop-shippers, and distributors (collectively, *Buyers*) in [insert territory] (*Territory*) subject to the terms of this Agreement including GCL’s MINIMUM ADVERTISED PRICES as provided in EXHIBIT A hereto (*MAP*). MAP for Products may be adjusted by GCL from time-to-time at its sole discretion. Retailer must obtain GCL’s prior written authorization to sell or resell any Product outside of the Territory or below its MAP. Retailer may offer any Product for sale at any price in excess of its MAP.

2. Performance Obligations. Retailer shall, in good faith and at its own expense, market, advertise, promote, and sell or resell the Products to Buyers consistent with good business practices, in each case using its best efforts to maximize sales efforts.

3. Status. The Parties to this Agreement are independent contractors and nothing in this Agreement shall be deemed or constructed as creating a joint venture, partnership, agency relationship, franchise, or business opportunity between GCL and Retailer.

4. Advertising Restrictions. No Retailer advertisement or listing will represent or imply that any Product may be sold by a Retailer for less than its MAP. Such restrictions do not in any way limit Retailer to advertise that Retailer “has the lowest prices”, “will meet or beat any competitor's price,” or any similar variation.

5. Bundling and Multipack Offers. Bundling or including a free or discounted product with a Product that would otherwise violate a MAP is prohibited. For multiple combined Product offers (collectively, *Multipacks*), the MAP of the Multipack is the quantity of stock keeping units (collectively, *SKU(s)*) in the Multipack multiplied by the respective MAP of the SKU(s) that comprise said Multipack.

6. Violations. In the case of Retailer’s violation of any MAP, the following actions will be taken by GCL against Retailer:

1st Violation	GCL will notify Retailer of its MAP violation and request Retailer to cure within 24 hours. No privilege or right granted under this Agreement will be revoked.
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2nd Violation	GCL will notify Retailer of its MAP violation and request Retailer to cure within 24 hours. GCL may suspend Retailer's Product purchasing privileges until Retailer's Product prices are brought into accordance with the Agreement.
3rd Violation	GCL will notify Retailer of its MAP violation and request Retailer to cure within 24 hours. GCL will remove Retailer's Product purchasing privileges for thirty (30) days upon submission of such notice.
4th Violation	GCL will notify Retailer of its MAP violation and remove Retailer's Product purchasing abilities permanently. Retailer will have 48 hours to remove all Product listings, or face legal action.

7. Effect of Termination. Upon termination of this Agreement, Retailer shall promptly: (a) at GCL's sole discretion, return to GCL or applicable Distributor any remaining Product inventory, or sell off such inventory within a period mutually agreed upon by the Parties; and (b) cease to represent itself as GCL's authorized retailer.

8. Assignment. This Agreement will be binding on and inure to the benefit of the Parties hereto and their respective successors, and assigns. Retailer shall not assign or transfer any right or obligation under this Agreement without the prior written consent of GCL, and any assignment without GCL's prior written consent will be null and void.

9. Insurance. During the term of this Agreement and for three (3) months thereafter, Retailer shall, at its own expense, maintain and carry in full force and effect a commercial general liability insurance policy including without limitation product liability coverage in a sum no less than \$1,000,000.00 with financially sound and reputable insurer(s).

10. Governing Law and Dispute Resolution. This Agreement will be governed by the laws of the State of Oregon. The Parties will conduct friendly negotiations to resolve any dispute arising from this Agreement, which may include mediation if requested by either Party. Should mediation fail, GCL and Retailer consent to resolve any dispute arising out of or relating to the Agreement by binding arbitration in Eugene, Oregon by one (1) arbitrator in accordance with the AMERICAN ARBITRATION ASSOCIATION'S COMMERCIAL ARBITRATION RULES AND MEDIATION PROCEDURES. Any judgment resulting from such a proceeding will be enforceable in any applicable state or federal Court. The Party substantially prevailing in any such proceeding will be entitled to recover all costs and expenses of such proceeding, including attorney's fees and costs incurred therein.

11. Entire Agreement; Amendments. This Agreement and Exhibit(s) hereto are the complete statement of the Parties as to matters covered by it. This Agreement replaces and supersedes all prior written or oral agreements or statements by and among the Parties with respect to the matters covered by it. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of each Party.

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Accepted by GCL:

GOOD CLEAN LOVE, INC.

Name: _____

Title: _____

Accepted by Retailer:

[INSERT RETAILER ENTITY]

Name: _____

Title: _____

Almost Naked, 4 oz. (893268000604)	\$11.99	Indian Spice Love Oil Roller Ball, 10 mL (893268000642)	\$14.99
Almost Naked, 1.5 oz. (893268000109)	\$6.99	Caribbean Rose Love Oil Pump, 50 mL (893268000376)	\$24.99
BioNude Ultra Sensitive, 3 oz. (893268000253)	\$11.99	Myths Organic Perfume, 10 mL (893268000611)	\$29.99
Restore Moisturizing Gel, 2 oz. (893268000222)	\$ 15.99	Legends Organic Perfume, 10 mL (893268000628)	\$29.99
BiopHresh Vaginal Probiotic, 30-pack (893268000468)	\$ 27.50	Myths/Legends Perfume Set, 10 mL ea. (893268000017)	\$54.99
Balance Wash, 8 oz. (893268000727)	\$10.99	Consensual Essentials Kit (893268000291)	\$9.99
Balance Wash, 2 oz. (893268000178)	\$6.99	Sensual Essences Love Oil, 3-pack samples (893268000307)	\$6.99
Rebalance Wipes 12ct box (893268000116)	\$6.99	Bio-Match Essentials Kit) (893268000314)	\$7.99
Origins Love Oil Pump, 50 mL (893268000369)	\$24.99	Sex That Works: An Intimate Guide to Awakening Your Erotic Life book (ISBN: 978-1- 62203-889-3)	\$16.95
Origins Love Oil Roller Ball, 10 mL (893268000734)	\$14.99	Love That Works: A Guide to Enduring Intimacy book (ISBN: 978-1450734288)	\$12.95
Indian Spice Love Oil Pump, 50 mL (893268000703)	\$24.99	Barely There 12-pack condoms (893268000185) Barely There 3-pack condoms (893268000192)	\$8.99 \$3.99

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