



## Brick and Mortar Exclusive Product Dealer Agreement

The following **MUST** be submitted for consideration before B&M Products can be sold to your retail storefront(s). Additional materials may be requested. New stores may submit what they are able and provide updated photos/materials as store progresses.

1. Four pictures of retail storefront. Pictures should clearly show the following:
  - a. Exterior storefront – wide angle shot of full front of building showing front door and street number matching the name and address of store on Account Application, including signage
  - b. Indoor retail space – wide angle shot showing the general layout
  - c. Indoor retail space – wide angle shot showing shelving and fixtures, include sealed product currently on display and gaming area, if possible
  - d. Indoor retail space – wide angle shot showing point of sale area
2. A copy of the retail storefront's most recent full-page utility bill listing retail storefront's name, service address and responsible party **OR** a copy of the retail storefront's executed lease including address and date of occupation
3. A signed Brick and Mortar Exclusive Product Dealer Agreement (page 2)

Documents may be submitted via email directly to [NewAccounts@GTSDistribution.com](mailto:NewAccounts@GTSDistribution.com). Emails should include Customer's Name and address of storefront. Failure to provide customer name and address will delay approval process. Customers who do not have access to digital cameras may send pictures to the address listed below.

Customer may choose to mail hard copies of above required documents to:

GTS Distribution  
c/o New Accounts  
2822 119<sup>th</sup> Street SW Suite B  
Everett, WA 98204

**\*\* Failure to submit required documentation listed above will result in delay of Brick & Mortar consideration \*\***



# Brick and Mortar Exclusive Product Dealer Agreement

This Brick and Mortar Exclusive Product Dealer Agreement (Agreement) is made as of the date below by and between GTS Distribution (GTS) and all its affiliated companies and the following Dealer with respect to Brick and Mortar Exclusive Products (B&M Products) which may be offered from time to time by GTS in its sole discretion.

\_\_\_\_\_  
(please list your business name above, exactly as it appears on your completed Account Application)

\_\_\_\_\_  
(Effective Date)

As a condition of its being permitted to purchase B&M Products, Dealer represents and warrants that at present, and at all times during the term of this Agreement:

- It is an adventure/hobby game, comic, collector card, LAN gaming center or board game cafe business that purchases products for resale directly to consumers by way of a physical retail outlet owned and operated by said business.
- It will sell B&M Products solely to consumers on a retail basis, and not to persons or entities known or reasonably believed to have the intent to re-sell the B&M Products to third parties.
- It meets our definition of a Brick & Mortar retail store as a physical on-street retail store that is regularly and consistently open to the public for business multiple days of the week. Warehouse showrooms, stores located within a building used as a residence, flea market spaces, and “pop-up stores” do not qualify.
- It will not sell items known to be prohibited on 3<sup>rd</sup> party websites. It will immediately remove prohibited product listed for sale on 3<sup>rd</sup> party websites if contacted by GTS or manufacturer.

This Agreement may be terminated at any time by GTS upon discovery of Dealer's violation of any of the above representations and warranties, or for any other reason in its sole discretion.

All sales made pursuant to this Agreement shall be further subject to GTS' standard Terms and Conditions of Sale, which are incorporated by this reference as if fully set forth.

All sales made pursuant to this Agreement are contingent on Dealer's compliance with any additional manufacturer dealer qualification requirements, if any.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date written above.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Business Title

**This Agreement must be completed in its entirety and submitted via email to [NewAccounts@GTSDistribution.com](mailto:NewAccounts@GTSDistribution.com) along with the required pictures and supporting documents listed on Page 1**