

GourmetFoodMall Membership – MEMBERSHIP ONLY

This agreement is made on _____ (date), between _____, (PRINCIPAL) and GourmetFoodMall.com, Inc (AGENT).

PRINCIPAL'S CONTACT INFORMATION

Company Name: _____ **Website:** _____

Your Full Name: _____ **Your Job Title:** _____

Email Address: _____ **Phone:** _____

RECITALS

PRINCIPAL is a manufacturer of _____, who desires to appoint AGENT as an online sales representative for the sale of PRINCIPAL'S Gourmet/Specialty Food Product(s) on PRINCIPAL'S website(s) including: www.GourmetFoodMall.com and/or www.GourmetFoodMall.net.

AGENT will build PRINCIPAL'S webstore using the information that the PRINCIPAL supplies the AGENT with. AGENT will then add the first 10 products to the PRINCIPAL'S webstore and PRINCIPAL is responsible for adding any additional products. PRINCIPAL'S webstore may have unlimited products, unlimited product categories, and unlimited static pages. PRINCIPAL is responsible for providing AGENT with all required information that the AGENT needs to build PRINCIPAL'S webstore in a timely manner. Any additions and/or revisions to the webstore once it has gone live, is the responsibility of the PRINCIPAL and can be done by using the tools and tutorials provided at GourmetFoodMall.info. Additional tutorials can be found inside of PRINCIPAL'S merchant console. PRINCIPAL'S products may be replicated on as many relevant categories as deemed reasonable by AGENT.

If PRINCIPAL takes longer than 30 days to return all required information needed to build PRINCIPAL'S webstore, AGENT will finish PRINCIPAL'S webstore using PRINCIPAL'S existing website information. AGENT will then include up to 10 products, 5 product categories, and 5 static pages from PRINCIPAL'S website to finish webstore. Once webstore is live, all other terms in this contract will stay the same.

DURATION

The contract term of this agreement is 6 months and is month to month after that. The first month's rent is due now and will be applied to both the first and last month's partial rent once the PRINCIPAL'S webstore goes live. The monthly rent residual does not go into effect until PRINCIPAL'S webstore is live.

MEMBERSHIP COSTS – STORE TYPE – (Please Check Only One)

- Retail Store** – This is a 15% of Total Sales or \$25 Per Month Membership (whichever is greater). 6 Month Contract Minimum.
 Wholesale Store – This is a \$25 Per Month Membership. 6 Month Contract Minimum.
 Retail Store & Wholesale Store – This is a 15% of Total Retail Sales or \$40 Per Month Membership (whichever is greater). 6 Month Contract Minimum.

MONTHLY RENT

The AGENT shall receive monthly rent from PRINCIPAL in the form of a percentage of total retail sales from PRINCIPAL'S retail webstore OR the specified monthly minimum (whichever is greater). This percentage of total sales or the specified monthly minimum can be found in the "Membership Costs" above. This monthly rent is charged once a month at the beginning of each month and is automatically charged to the PRINCIPAL'S credit card on file.

CREDIT CARD PROCESSOR

Every retail webstore on www.GourmetFoodMall.com requires a credit card processing account so that the PRINCIPAL can get paid when their webstore gets orders. AGENT highly recommends a partner company (Service Billing, LLC) that AGENT has worked a very competitive deal with for GourmetFoodMall merchants only. Service Billing, LLC charges a flat 5% of webstore's total sales with no monthly minimum, no account setup fees, no additional finance charges, or any other hidden costs. Other merchant options include Authorize.net or Chase Paymentech.

RETAIL WEBSTORES

All retail webstores inside of GourmetFoodMall will be built by GourmetFoodMall and will resemble PRINCIPAL'S existing website information and graphics. If PRINCIPAL does not have an existing website or chooses to have a different look to PRINCIPAL'S existing website, PRINCIPAL must fill out the "Store Build" documents (provided upon request) within 15 days of registration. AGENT will add the first 10 products to PRINCIPAL'S webstore and any additional products will need to be added via product spreadsheet (provided upon request) by PRINCIPAL and sent to AGENT within 15 days of registration.

2400 Veterans Blvd. #145 | Kenner, LA 70062



The Premier E-Commerce & Marketing Resource for the Gourmet & Specialty Food Industry

WHOLESALE WEBSTORES

All wholesale webstores inside of GourmetFoodMall require new product information that is different from PRINCIPAL’s retail webstore including the product’s price, product description, product name, item number, weight, etc. This is the responsibility of the PRINCIPAL to get this information in a product spreadsheet and sent to the AGENT in a timely manner so that the PRINCIPAL’s webstore can be finished as soon as possible.

MARKETING SERVICES

Under a membership only type of plan, additional marketing services are not included. However, PRINCIPAL will have a customized webstore with full e-commerce capabilities inside of our mall. PRINCIPAL will also benefit from AGENT’S daily shopper traffic, credibility for being a member, and the opportunity to take advantage of future GourmetFoodMall promotions and freebies. Having a GourmetFoodMall webstore will definitely help your business succeed, get you visibility in the gourmet food market, and much more. However this is sometimes not enough, so AGENT highly recommends that PRINCIPAL take advantage of some of the AGENT’s Ala-Cart services offered at www.GOGFM.com so that PRINCIPAL has the ability to get exposed in multiple marketing channels. PRINCIPAL is also encouraged to do any additional marketing themselves to increase PRINCIPAL’S market exposure.

CONTENTS OF ORDERS

All retail (consumer) orders for the PRINCIPAL’s product(s) shall be taken on PRINCIPAL’s webstore on GourmetFoodMall.com. Once an order is received, the PRINCIPAL will be notified immediately via email order alert and it is the PRINCIPAL’s responsibility to settle the order immediately via PRINCIPAL’S GourmetFoodMall Merchant Console. Once the order has been settled, it is up to the PRINCIPAL to properly ship the order within the timeframe specified in the product listing. PRINCIPAL must settle orders in order for the credit card processor to disburse payment to PRINCIPAL’S bank account.

TERMINATION

The length of this contract is a minimum of 6 months and will be month to month after that. The PRINCIPAL’s rent amount and terms will stay the same even after contract period is over. If the PRINCIPAL terminates the contract early, then the PRINCIPAL will be responsible for any out of pocket expenses that GourmetFoodMall has incurred which are to not exceed \$250. After the 6 month contract period and if PRINCIPAL chooses to remove products from AGENT’s website, PRINCIPAL must do so with written notice emailed, faxed, or mailed to AGENT. A 30 day notice is required for all written terminations.

CREDIT CARD ON FILE

Every webstore on GourmetFoodMall must have a valid credit or debit card on file so that the AGENT can run PRINCIPAL’S monthly rent. This charge will take place around the 1st – 10th of each month.

Please take the time to fill out the information below so that we can put a credit or debit card on your account (required):

Card Type: Visa MasterCard American Express Discover

Name on Card: _____ Card Number: _____ Exp. Date: _____

Billing Address: _____ City: _____ State: _____ Zip: _____

Agreement:

By signing below, you are representing the PRINCIPAL and are agreeing to the terms and conditions in this contract.

Merchant/Vendor Representative

GourmetFoodMall.com Representative

Date

Date

Please Fax This Contract Back to GourmetFoodMall at: 888-903-6255

Thanks for choosing GourmetFoodMall! Your store build will commence after we receive this contract. Please check your email for more information from your store builder.

2400 Veterans Blvd. #145 | Kenner, LA 70062

sales@gourmetfoodmall.com

www.GourmetFoodMall.com