



Membership Physical Territory Agreement

This agreement constitutes rights and obligations of membership between Monograms America, Inc., (MAI Retailers) and _____ (member name) entered into and in effect until membership is terminated. As a member, you are held responsible for the following rights and obligations as well as any changes or substitutions.

Territory:

- Members territory must not overlap an existing member (must be outside of a 50 mile radius of an existing members territory).
- Member must refrain from doing business in another member's territory, including participation in any seasonal shows, placement of products in a store that is in another member's territory, or delivery of orders and products in another member's physical territory.

Indemnity and Disclaimer:

- Indemnity – Member shall defend, indemnify MAI, its employees, officers and agents from liability, costs or expenses (including attorneys' fees) which they may incur by violating this Agreement, any other agreement, or any laws, including federal and state copyright laws.

DISCLAIMER- MEMBER ACKNOWLEDGES AND AGREES THAT MAI MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED INCLUDING TRADEMARK OR COPYRIGHT INFRINGEMENT.

I understand and agree to the above listed rights and obligations. I also understand that if I violate the Membership Physical Territory Agreement without prior consent from Member whose territory is in question, that I may be asked to resign my membership, lose my territory protection, or forfeit any other member benefit.

Signature or Member

Representative: _____ Date: _____

Signature or MAI

Representative: _____ Date: _____