



RUESCH MOTOR COMPANY  
477 North 5575 West  
Cedar City, Utah 84720  
United States of America  
Phone 435 586 2272  
Fax 435 586 1643  
[www.RueschMotorCompany.com](http://www.RueschMotorCompany.com)

## **RMD Training Agreement** TWO DAY training

This Contract is entered into as to the \_\_\_\_\_ day of \_\_\_\_\_, 2010 by and between **RUESCH MOTOR COMPANY** and \_\_\_\_\_ (hereafter referred to as "PARTICIPANT(S)")

**WHEREAS**, RUESCH MOTOR COMPANY owns companies in the UTV industry, and is offering a limited number of licenses for "Regional Master Dealers" for the exclusive representation of RUESCH vehicles and products; and

**WHEREAS**, PARTICIPANT(S) desires to obtain information necessary to make a decision about the likelihood of their venture as a "Regional Master Dealer" with exclusive area rights & protection, RUESCH MOTOR COMPANY wishes to set forth the terms and conditions under which PARTICIPANT(S) shall receive such information for the same.

**NOW THEREFORE**, in consideration of the promises and mutual covenants contained herein, the parties hereto agree as follows:

1. **TRAINING DATE** the TRAINING will be held on **July 12<sup>th</sup> and 13<sup>th</sup>**. Training will begin on a Monday at 9 AM and run until 5 PM; second day will also run from 9 AM to 5 PM. Some days may be longer depending on the nature of the group. Training will be held in Las Vegas, NV. The location and directions will be sent once the contract and deposit have been received.

2. **TRAINING FEE** There will be no fee for the opening orientation and morning presentation of the RUESCH products, test driving and general orientation of the vehicles.

If after the 3 hour product orientation and general Q & A the PARTICIPANT(S) wish to complete the remaining training, PARTICIPANT(S) agrees to pay RUESCH MOTOR COMPANY the price of **\$680.00** for the complete training necessary to become a "Regional Master Dealer" less any deposits received.

If the PARTICIPANT(S) signs a contract and makes the required initial product purchase within **10 days** of the training, the ENTIRE FEE will be credited towards the purchase of their demonstration vehicles.

3. **DEPOSIT** A deposit of **\$200.00** will be required at the signing of this agreement to secure a position at the training and to limit RUESCH MOTOR COMPANY from offering the same to anyone within the same region being requested. The deposit will be returned only under the following two conditions:

- **The PARTICIPANT(S) chooses to leave directly after the opening 3 hour orientation.**
- **The PARTICIPANT(S) signs a contract to become a "Regional Master Dealer".**

(Failure to attend the training without the proper notice here described will result in the loss of deposit)

4. **DISCLOSURE** RUESCH MOTOR COMPANY will provide information and reports based on their experience in a variety of businesses as well as the UTV industry. RUESCH MOTOR COMPANY does not represent itself as an expert in any field but rather is offering to share information concerning the principal's experience to be used as PARTICIPANT(S) choose in consideration of their potential involvement with RUESCH MOTOR COMPANY.

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5. RUESCH MOTOR COMPANY does not profess to be an accountant or attorney. Any information given concerning issues of taxes or accounting are based solely on personal experience and are not intended to be legal or tax advice. RUESCH MOTOR COMPANY encourages all PARTICIPANT(S) to retain their own legal & financial representation for issues relevant to their local state regulations and codes.

Acceptance of this agreement does not constitute the acceptance of a Regional Master Dealer agreement. Participation with RUESCH MOTOR COMPANY in any respect is optional and may be decided after the training.

6. **LIMITATIONS** Training is limited to two individuals. The acceptance of this agreement is also a guarantee to the RUESCH MOTOR COMPANY that all parties participating in the training are part of the same venture and location. Children are not permitted in the class.

7. **ACKNOWLEDGEMENT** Because the training agreement is subject to the agreements for both "Regional Master Dealers" and Local Area Dealers, PARTICIPANT(S) acknowledges that they have read both agreements prior to the signing of this agreement and that they are familiar with the terms and conditions by which RUESCH MOTOR COMPANY conducts its business and interacts with both entities. PARTICIPANT(S) also acknowledges that they have read and are familiar with the company Warranty and Purchase agreement terms and conditions.

8. **RESCHEDULING OR CANCELING** PARTICIPANT(S) must give RUESCH MOTOR COMPANY a minimum of 21 days notice to reschedule. Rescheduled classes must take place in the next available class offered by RUESCH MOTOR COMPANY. Failure to give proper notice may result in the loss of AREA protection and the inability to secure an exclusive license with RUESCH MOTOR COMPANY.

9. **PRODUCT AVAILABILITY** PARTICIPANT(S) initial order will be placed directly from the factory and will take 3 to 5 weeks depending on current demand and availability. Pricing for initial order will be determined by order commitment.

10. **ACCOMMODATIONS** All accommodations and travel are the responsibility of the PARTICIPANT(S). RUESCH MOTOR COMPANY will negotiate block room rates that PARTICIPANT(S) may take advantage of when booking rooms.

11. **CONFIDENTIALITY** PARTICIPANT(S) acknowledge that all information, whether written or verbal, which is provided by RUESCH MOTOR COMPANY is personal, private and at all times to be considered confidential. PARTICIPANT(S) agree not to disclose any Confidential Information and to use his or her best efforts to prevent the disclosure or use of any Confidential Information at any time thereafter, except as may be excepted herein or may be necessary in the ordinary course of PARTICIPANT(S) own business.

12. **AREA PROTECTION** RUESCH MOTOR COMPANY agrees not to provide new trainings to any other entity within the designated area identified herein.

If PARTICIPANT(S) does not sign a RMD agreement within **10 Calendar days** of the date of the training, RUESCH MOTOR COMPANY is released from any restrictions in offering the same to other interested parties.

The definition of a region is defined in the RMD agreement but is paraphrased as an area of no less than a potential 50 dealerships. If PARTICIPANT(S) desires an area larger than this, they will be required to sign an agreement for each region. Each region agreement requires trained staff, vehicle, trailer and sample units for demonstration.

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13. **TRAINING SCHEDULE** The following schedule is for reference only. Topics and discussions may go longer or shorter depending upon the nature of the group.

**Monday 9:00AM**

Registration  
 Meet & Greet  
 Announcements  
 Handouts  
 Company Mission  
 Company History  
 Vehicle demonstration  
 Test drives  
 Q & A

**BREAK**

Corporate Marketing  
 Branding  
 Store/Vehicle Signage  
 ATV/UTV Industry  
 Review

Competition  
 Unfair Advantage  
 Media  
 Factory Relations  
 Product ventures & advertising  
 Q & A

**BREAK**

Contract Review  
 Purchase Agreement  
 Customer Warranty  
 Product Profitability  
 Accessories Profitability  
 Startup Costs  
 Safety & Training  
 Q & A

**Tuesday 9:00AM**

Selling Techniques  
 Dealer Shows  
 Local Talents'  
 Premier Dealerships  
 Roll Out Trainings  
 Super Centers

**BREAK**

Online Marketing  
 News Stand Marketing  
 Expectations  
 Regional Report Review  
 Business Books  
 Upcoming Products  
 New Accessories  
 Q & A

14. **WAIVER OR MODIFICATION** Any waiver, modification or amendment of any provision of this agreement shall be effective only if in writing in a document that specifically refers to this agreement and such document is signed and dated by both parties hereto.

15. **RELEASE OF LIABILITY** PARTICIPANT(S) agrees to release RUESCH MOTOR COMPANY from any liabilities as a result of the information provided.

PARTICIPANT(S) acknowledges that the driving or riding of off-road utility vehicles is a dangerous and should not be participated in without proper training. If PARTICIPANT(S) chooses to test drive or ride any of the vehicles used by RUESCH MOTOR COMPANY for demonstration purposes, PARTICIPANT(S) agrees to accept full responsibility for any danger, accident or death. Care should be taken at all times to insure safety on behalf of the PARTICIPANT(S) including an individual and thorough vehicle inspection prior to operating any vehicle.

In the event of a medical or other family emergency, resulting in the inability to perform training, it is agreed that the RUESCH MOTOR COMPANY will not be held liable for any travel or lodging. A more formal release will be required at the start of the training.

16. **ENTIRE AGREEMENT** This agreement supersedes and cancels any and all previous negotiations, arrangements, offers, brochures, agreements or understandings, if any, between the parties hereto and there are no express or implied representations, warranties or agreements between them, except as herein contained. This agreement may not be modified, amended or supplemented except by writing signed by both parties.

17. **ATTORNEY'S FEES** In the event of legal proceedings to cure any element of this agreement by RUESCH MOTOR COMPANY the prevailing party shall be entitled to recover as an element of cost of suit, and not as damages, reasonable attorney fees to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover his costs of suit, whether or not the suit proceeds to final judgment. The party not entitled to recover his costs shall not recover attorney's fees. No sum for attorney's fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to recover costs of attorney's fees.

18. **JURISDICTION** Should any dispute arise out of the terms and conditions set forth, it is agreed by both parties that the dispute will be resolved by arbitration in Iron County in the state of Utah, United States of America

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19. **SEVERABILITY** If any provisions of this agreement are found to be unenforceable by a court of competent jurisdiction, the remaining provisions shall nevertheless remain in full force and effect.

20. **NOTICES** Any notices required hereunder to be given by either party shall be in writing and shall be delivered personally or sent by certified or registered mail, postage prepaid, or by private courier, or by telex or telegram to the other party to the addresses set forth below or to such addresses as party may designate in writing from time to time according to this provision. A notice delivered personally shall be effective upon receipt. A notice sent by telex or telegram shall be effective 24 hours after the dispatch hereof. A notice delivered by mail or by private courier shall be effective on the third day after the day of mailing.

**21. RUESCH MOTOR COMPANY PARTICIPANT(S) ADDRESS**

James Ruesch Name \_\_\_\_\_  
477 North 5575 West Address \_\_\_\_\_  
Cedar City, UT 84720 \_\_\_\_\_  
Ph (435) 586 2272 Day Ph. \_\_\_\_\_  
FAX (435) 586 1643 Eve Ph \_\_\_\_\_  
Email \_\_\_\_\_  
Fax \_\_\_\_\_

22. **REQUESTED REGIONAL SELECTION** PARTICIPANT(S) declares that they wish to potentially secure an exclusive license in a specific Region. A region represents an area of approximately 50 potential dealerships which will likely result in 25 to 30 actual authorized dealers. Areas larger than this will require additional licenses for each region. Each Region license will require its own agreement and the purchase of trailer/demonstration equipment.

A regional report will be required prior to the signing or acceptance of area agreement to avoid conflicts in regional boundaries. ~~Please be sure and request the Region Report if you decide to attend the training.~~

23. **ATTENDANCE** How many will be attending the training \_\_\_\_\_

24. **GOVERNING LAW** This agreement shall be governed in accordance with the laws of the State of Utah, in Iron County.

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**25. AUTHORIZED SIGNATURES**

**PARTICIPANT(S) PARTICIPANT(S)**

By: \_\_\_\_\_ By: \_\_\_\_\_  
Individually Individually

\_\_\_\_\_  
Print Name Legibly Print Name Legibly

\_\_\_\_\_  
Date Date

**PARTICIPANT(S) PARTICIPANT(S)**

By: \_\_\_\_\_ By: \_\_\_\_\_  
Individually Individually

\_\_\_\_\_  
Print Name Legibly Print Name Legibly

\_\_\_\_\_  
Date Date

***EACH PERSON ATTENDING THE training MUST INITIAL EVERY PAGE BEFORE SENDING***

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## EXHIBIT A

*NOTE: This form must be filled out before the agreement can be sent to RUESCH MOTOR COMPANY. Please call the corporate office to verify the existence of any other applicants for specific states and areas. RUESCH MOTOR COMPANY will not accept this agreement if this page is incomplete.*

# NOTICE

**Do not send this agreement by mail without notifying us by phone first.**

We accept contracts on a limited amount of spaces on a first come basis. Frequently spaces will fill up while contracts are in the mail. To reserve your space, please fax the agreement before mailing the original or call us.

Once we have received your agreement and deposit of **\$200.00**, we will fax you a list of things to be working on before coming.

Most of our correspondence is done by email. If you do not currently have an email address, we recommend that you sign up for one from one of the following companies that offer this service for free.

[www.hotmail.com](http://www.hotmail.com) [www.yahoo.com](http://www.yahoo.com) [www.msn.com](http://www.msn.com)  
[www.gmail.com](http://www.gmail.com)

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**If reserving this class by credit card, please  
complete the form below.**

**CREDIT CARD AUTHORIZATION**

Name of Card Holder \_\_\_\_\_

Address of Card Holder \_\_\_\_\_

Billing Address for Card \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Card # \_\_\_\_\_ Exp \_\_\_\_\_

Daytime Phone \_\_\_\_\_

Evening Phone \_\_\_\_\_

I hereby authorize RUESCH MOTOR COMPANY to initiate charges to the card number shown above in order to pay for a training deposit of **\$200.00**. I acknowledge that the deposit is only refundable per the terms stated above, and that the same is necessary to secure a reservation for training.

Signature  
Of card holder \_\_\_\_\_ Date \_\_\_\_\_

Initial Here \_\_\_\_\_