

DEALER AGREEMENT

This Dealer Agreement (“Agreement”) is entered into as of _____, 20__ (the “Effective Date”), between _____ (Dealer), with its principal place of business at _____, and S.L.Leandra Hussey (“Leandra”), with her principal place of business at 1044 SandiaVista Rd NE, Rio Rancho, NM 87144.

1. **Scope.** This Agreement applies to all images obtain from Leandra Hussey by Dealer. Subject to the terms and conditions set forth below. Leandra Hussey appoints Dealer as a non-exclusive distributor of Leandra Hussey Images/Products.
2. **License.** For as long as this Agreement is in effect, except as set forth in section 3.a below, Leandra Hussey grants Dealer a non-exclusive, royalty free, worldwide license to distribute and publicly display information regarding Leandra Hussey Images/Products, including photographs and/or depictions, in Dealer’s show booth(s), show rooms(s), stores(s) and via the internet on Dealer’s website (“Website”) for the limited purpose of marketing and selling Leandra Hussey Images/Products pursuant to this Agreement. Title to and ownership of all intellectual property rights of Leandra Hussey Images/Products and any other information shall remain at all times with Leandra Hussey or its third party licensors. In order to protect and preserve the value and goodwill of Leandra Hussey Images/Products, and to ensure that Leandra Hussey Images/Products are displayed in a high quality manner, the following conditions shall apply.
 - a. Dealer shall engage in no sale, offer of sale, distribution, advertisement, bidding or marketing of Leandra Hussey Images/Products via the Internet website known as “e-bay” or any other internet “auction” or “bidding” site.
 - b. Dealer shall not sell Leandra Hussey Images/Products to any other dealer who sells, offers for sale, or engages in the distribution, advertisement, bidding or marketing of Leandra Hussey Images/Products via the Internet website known as “e-bay” or any other internet “auction” or “bidding” site.
 - c. Dealer shall not sell Leandra Hussey Images/Products to discount retail chain merchandising stores such as Wal-Mart, Sam’s Club, K-Mart, Target, etc., or to anyone who will sell Leandra Hussey Images/Products to such discount retail chain merchandising stores.
 - d. Dealer shall have the right to set Dealer’s retail price to suit Dealer’s business.
3. **Prohibitions:**
 - a. In accordance with Federal Copyright laws, reproduction of any images, in any form is prohibited without the express permission of Leandra Hussey.
 - b. Dealer shall not frame or sell calendar, book or catalog pages without the express permission of Leandra Hussey.
4. **Products and Production Information:** At its discretion, Leandra Hussey will notify Dealer of additional offerings of Leandra Hussey Images/Products available for distribution by Dealer. Also, at Leandra Hussey’s discretion, Leandra Hussey will generate information relating to Leandra Hussey Images/Products and, prior to delivering of that information to Dealer, will use its best efforts to assure the accuracy of that information.
5. **Presentation on Website.** Leandra Hussey reserves the right to prohibit the display of any particular Leandra Hussey Images/Products(s) on Dealer’s website. Leandra Hussey also reserves the right, in its discretion, to require Dealer to modify the way in which any particular Leandra Hussey Images/Products are displayed or described on the Dealer’s website. If Leandra Hussey provides Dealer with Leandra Hussey Images/Products containing watermarks, Dealer shall display those Leandra Hussey Images/Products in low resolution with the watermarks, whenever they are displayed on Dealer/s website.
6. **Indemnification.** Dealer shall defend and indemnify Leandra Hussey against any and all claims, liabilities, losses, damages, costs and expenses, including reasonable attorney’s fee, which Leandra Hussey may incur as a result of claims in any form by third parties arising from:
 - a. Dealer’s breach of any covenants set forth in this Agreement or regarding Leandra Hussey Images/Product;
 - b. Dealer’s noncompliance with the Confidentiality provisions of this Agreement; or
 - c. Infringement of proprietary rights, misrepresentation or defamation in whole

- or in part caused by or attributable to Dealer.
7. **Limitation of Liability.** Except with respect to the indemnification obligations set forth in the section of this agreement immediately above:
 - a. Neither party shall be liable to the other party for special, incidental or consequential damages, or lost profits, however arising (including negligence) out of or in connection with this agreement; and
 - b. Leandra Hussey shall not be liable to Dealer in an amount greater than any amount actually paid by Dealer to Leandra Hussey under this agreement.
 8. **Confidentiality.** Dealer shall not disclose to any third party any information regarding its purchases or sales of Leandra Hussey Images/Products in terms of quantities, dollar volumes, revenues, returns, or similar information.
 9. **Terms, Termination of Agreement and Effect.** This Agreement shall remain in effect until terminated by either Party by means of written notice to the other Party at its address set forth above.
 10. **Upon Termination of Agreement.** Leandra Hussey will at its option either:
 - a. Fulfill all pending orders, in which case the provisions of this Agreement shall survive to the limited extent applicable to such orders, or
 - b. Cancel all pending orders and, after subtracting any amounts owed by Dealer to Leandra Hussey, refund to Dealer any payments already made for such pending orders and any credit due to Dealer. Further, the Parties shall promptly reconcile accounts payable and receivable and bring the balance owed, if any, current.
 - c. Dealer shall no longer include Leandra Hussey Images/Products in its advertising and, within five days of termination, shall remove all Leandra Hussey Images/Products from its website.
 11. **Independent Contractors.** The Parties are independent contractors, and no agency, partnership, joint venture, employer-employee or franchiser-franchisee relationship is intended or created by this Agreement. Neither Party shall make any warranties or representations on behalf of the other Party.
 12. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of New Mexico without giving effect to conflict of law principles. Both Parties submit to jurisdiction in New Mexico, and any cause of action arising under this Agreement shall be brought into a court in Sandoval County, New Mexico. In the event legal proceedings are brought to enforce this Agreement, the prevailing Party shall be entitled to an award of reasonable attorney's fees and costs.
 13. **Entire Agreement; Waiver.** This Agreement sets forth the entire understanding and agreement of the Parties and it supersedes any and all oral or written agreements or understandings between Parties, regarding its subject matter. This Agreement may be changed only by a writing signed by both Parties. The waiver of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach of the Agreement.
 14. **Assignment.** This Agreement shall not be assigned by either Party without the prior written consent of the other Party.

Dealer's Name (Print) _____ Dealer's Signature: _____
 Date: _____ Sales Tax Identification#: _____ State: _____
 Company and Contact Name: _____
 Address: _____
 Phone: _____ Fax: _____ E-Mail _____
 Website Address if applicable: _____

S.L. "Leandra" Hussey Artist Signature:

Date: _____

1044 Sandia Vista Rd. NE, Rio Rancho, NM 87144 Phone: (505) 304-2279 Fax: (505)891-8637

Website: www.LeandraHussey.com E-Mail: LHussey@cableone.net