

# DEALERSHIP AGREEMENT

after termination of this agreement, the Dealer shall, at its own  
 ect with financially sound and reputable insurers that includes,  
 with limits of no less than \$1,000,000.00 per occurrence and  
 dily and personal injury, death and property damage, general  
 casualty and property insurance including fire and extended coverage. Other insurance may be obtained at the discretion of  
 the Dealer. Upon request by Glimmerglass, the Dealer shall provide Glimmerglass with a certificate of insurance from  
 Dealer's insurer evidencing the insurance coverage specified in this agreement, and such certificate of insurance shall name

Glimmerglass as an additional insured. The Dealer shall provide Glimmerglass with 30 days' advance written notice in the event of a cancellation or material change in any of Dealer's insurance policies.

9. Dealer shall indemnify, defend, and hold harmless Glimmerglass and its officers, directors, employees, agents, affiliates, successor and permitted assigns (collectively, "Indemnified Parties") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expense of whatever kind, including attorneys' fees, fees and the costs of enforcing any right to indemnification under this agreement and the cost of pursuing any insurance providers (collectively, "Losses"), relating to any claim of a third party or Glimmerglass arising out of or occurring in connection with Dealer's negligence, willful misconduct, or breach of this agreement. This indemnification includes providing Glimmerglass with defense for any such claims with such defense being expressly controlled by Glimmerglass. Dealer shall not enter into any settlement relating to any such Loss without the prior written consent of the Glimmerglass.

10. Dealer is in compliance with and shall comply with all applicable laws, regulations and ordinances. Dealer has and shall maintain in effect all licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this agreement.

11. The Dealer acknowledges and agrees that no failure by Glimmerglass to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this agreement shall operate or be construed as a waiver thereof, and no waiver by Glimmerglass shall be effective unless explicitly set forth in writing and signed by Glimmerglass.

12. No amendment to this agreement is effective unless it is in writing and signed by an authorized representative of Glimmerglass. The Dealer shall not assign, transfer, delegate or subcontract any of its rights or obligations under this agreement without the prior written consent of Glimmerglass.

13. This agreement, including all exhibits, schedules and attachments thereto, are governed by, and construed in accordance with, the laws of the State of New Jersey without giving effect to any conflict of laws provisions thereof. The appropriate jurisdiction for the enforcement of all terms of this agreement will be the federal or state courts located in the State of New Jersey.

14. All notices, requests and other communications (each, a "Notice") under this agreement must be in writing and addressed to the other party at the following addresses: if to Dealer, \_\_\_\_\_; if to Glimmerglass, 55 Willett Street, Fort Plain NY 13339, Jarrod Lape, jarrod@glimmerglassfiberglasspoolsusa.com. All such Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this agreement, a Notice is effective only (a) upon receipt by the receiving party and (b) if the party giving the Notice has complied with the requirements of this section.

\_\_\_\_\_  
**Dealer/Distributor**

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_