



OFF ROAD INNOVATIONS

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DEALERSHIP DEPOSIT AGREEMENT

I, _____, have enclosed a check made payable to Off Road, Inc. in the amount of \$3,000.00 as a deposit on an Off Road, Inc. Dealership in the State of _____, in the city of _____. I have also enclosed a complete Prospective Dealership Profile Application. I understand that the submission of the Deposit Agreement, Application, and deposit do not reserve any territory.

If Off Road, Inc. approves my Application, Off Road, Inc. will provide me with a Dealer License Agreement which must be signed and returned to Off Road, Inc. within one-hundred-twenty (120) days, along with the balance due. (Please note, that in order to send a License Agreement we must have a physical address of the proposed dealership.) I agree that my deposit will be applied towards the Buy In amount.

If Off Road, Inc. disapproves my Application or if I change my mind at any time prior to signing and returning the Dealer Agreement, Off Road, Inc. will return my deposit within forty-five (45) days of written notice. However, I understand that Off Road, Inc. reserves the right to retain a \$500.00 application fee from my deposit. I agree that my deposit becomes non-refundable after any training reservations have been scheduled. I further agree that if 90 days after the date on this agreement I have not scheduled training/orientation, I forfeit all deposits.

Please note, time frames and other terms of this Deposit Agreement may be modified only by written agreement. This Deposit Agreement constitutes the entire agreement between Off Road, Inc. and myself as of the following date.

Signature

Date