

**MRI SALON LOTION
RESALE AGREEMENT**

1. **Parties.** This Salon Lotion Resale Agreement ("Agreement") is made between

("Salon Name") _____ **Text** _____ (hereinafter "Salon")

Street: _____

City: _____ State _____ Zip Code: _____

and ("MRI") **MRI, 100 Mt Vernon St., Oldsmar, FL 34677**

2. **Term.** This Agreement shall begin _____, 20____ and end _____, 20____ ("Term").

3. **Price and Products.** This Agreement shall cover MRI's tanning lotion products (the "Products") at the prices as set forth in the MRI's Associate Member price list at the date of execution of this Agreement.

4. **No Unauthorized Sales.** Salon understands and agrees that it may only sell the Products to Customers at its principal location listed above. Salon agrees that it shall not, without limitation, sell the Products, directly or indirectly, over the Internet nor to retail and wholesale stores and outlets, beauty supply stores and outlets, cosmetic stores and outlets, drugstores, flea markets, individuals owning a home tanning bed, or any other self-service environments.

5. **Termination.** Salon defaults. In addition to all other remedies provided herein and at law, MRI may, at any time, upon written notice to Salon, immediately terminate this Agreement if: (i) Salon violates any provision of this Agreement; (ii) Salon fails to pay any MRI invoice when due (iii) Salon ceases sale of the Products; (iv) acquisition, merger, business combination, consolidation or any other change of ownership or sale of substantially all of the assets, directly or indirectly, of Salon; or (v) if Salon shall file a voluntary petition or assignment in bankruptcy or a voluntary petition or assignment or answer seeking liquidation, reorganization, arrangement, readjustment of or under any other act or law pertaining to insolvency or debtor relief, whether state, federal, or foreign, now or hereafter existing.

6. **Termination for Convenience.** Either party may terminate this Agreement for any reason and at any time with ninety (90) days advance written notice to the other party.

7. **Consequences of Termination for Any Reason.** Immediately upon a termination for any reason, and without notice or request to Salon: (i) Salon shall cease all use of MRI intellectual property (example advertising images); and (ii) Salon shall settle all accounts and/or outstanding balances with MRI. If Salon's account is current, then MRI shall have the right to repurchase the Products at the original value. For all Products that MRI desires to repurchase which Salon has not yet paid, Salon shall return all such Products to MRI immediately up MRI's request at no cost to MRI. Upon MRI's request Salon shall allow MRI reasonable and immediate access to all Products.

8. **LIQUIDATED DAMAGES FOR UNAPPROVED SALE.** (i) Salon acknowledges that, as an essential part of this Agreement, MRI is relying upon salon to comply with section 4 this Agreement. Further, salon agrees that the unauthorized resale of the products is likely to cause substantial damage not only to MRI's image and reputation, but also, to the good will and image of the products, and that such damages to MRI will be extremely difficult or impracticable to ascertain. Based upon the facts known by the parties at the time of this Agreement, salon agrees that in the event salon resells the products in violation of sections 4 and in addition to any other remedies MRI may have against salon, Salon agrees to be liable for and pay to MRI as liquidated damages, and not as a penalty, the amount of five thousand dollars (\$5,000.00) per each separate breach.
9. **LIMITATION OF LIABILITY.** In no event will MRI be liable for loss of profits, or any special, indirect, incidental, consequential, or punitive damages, however caused, arising out of the sale to or use by salon of the products or termination of this Agreement.
10. **Relationship Between the Parties.** Each party hereto acknowledges that the relationship between all parties is that of an independent contractor and not that of principal/agent or an employee/ employer.
11. **No Assignment.** This Agreement shall not be assignable by Salon nor shall Salon delegate its duties hereunder, and any attempt to do so shall be of no force or effect. Any change in the ownership of Salon's business or any change in the principal employees of Salon shall be deemed to be an assignment in contravention of this section. This Agreement may be assigned by MRI to a successor.
12. **Choice of Laws: Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, exclusive of its choice-of-law principles. Salon submits to the jurisdiction of the state court in the County of Pinellas or in Hillsborough County for the Middle District, Federal Court of Florida, State of Florida and agrees that the venue of any action or proceeding shall be only in a Court in the County of Pinellas, State of Florida (or in the Federal District Court for the Middle District of Florida, Hillsborough County) and waives any claim that such venue is an inconvenient forum.
13. **Waiver.** No failure or delay by either party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege hereunder.
14. **Attorney Fees.** In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred.

15. Complete Agreement. This Agreement is intended by the parties as a final expression of their Agreement with respect to the terms included herein and may not be contradicted or varied by evidence of any prior or contemporaneous agreement. All prior negotiations, correspondence, memoranda and agreements, whether oral or written, are merged herein. Any modification or waiver of any breach of this Agreement shall not be binding on MRI unless executed in writing and signed by a duly authorized executive officer of MRI.

IN WITNESS WHEREOF, the parties have duly executed this Agreement.

Dated: / /	Dated: / /
Salon Name:	MRI
By: _____	By: _____
Name:	Name:
Title:	Title: