

AGREEMENT FOR PURCHASE AND OPERATION OF ICE HOUSE(S)

This Agreement for Purchase and Operation of Ice House(s) (the “agreement”) is effective as of the day of ,_____ by and between Grande Ice, LLC, a Texas limited liability company, having its principal place of business at PO Box 310 Sebastian, Texas 78594 (the “Seller”), and _____ (hereinafter the “Buyer”).

PREAMBLE

- a. Seller is exclusive distributor within it's territory of Texas of Modular buildings, machinery and related apparatus manufactured by Ice House America, LLC, a Florida limited liability company, for the production, sale and delivery of ice (*the “Ice Houses”) and desires to increase the sales of such Ice Houses within the Seller's territory.
- b. Buyer wishes to purchase an Ice House, or Ice Houses, for the purpose of manufacturing and marketing ice within the territory defined hereafter.
- c. Seller is willing to provide Buyer with a protected territory as an exclusive owner/operator of Ice House(s) in the territory (as hereinafter defined) subject to all provisions of this agreement the terms and conditions incorporated herein, and all attachments hereto.

Now, therefore, in consideration of the mutual premises and covenants hereafter set forth the parties agree as follows:

1. Protected Territory

- 1.1. Territory. The distributor shall be assigned a protected Territory being more specifically defined in Exhibit “A” attached hereto and incorporated herein by reference.
- 1.2. During the initial term of this agreement and any renewal hereof in the territory, Seller shall not (i) appoint other distributors, agents or representative for the sale, rent, lease, use, service or promotion of the Ice Houses; (ii) sell, rent, lease, use, service, promote or solicit sales, rental leasing or use of the Ice Houses directly or (iii) assist others in the sale, rental, leasing, use, service or promotion of the Ice Houses directly to any customers or buyers other than Buyer herein.
- 1.3. Seller acknowledges that damages for Seller's violation of the provisions of this Section 1 would be impossible to ascertain, and Buyer shall have the right to seek injunctive relief for the enforcement of the Protected Territory provisions of this Section.
- 1.4. It is understood that the buyer has exclusive use of territory, however if it is determined by increased population or demographic changes that the territory can support more icehouses, the buyer will have first right to purchase additional icehouses for his territory. If buyer declines, seller may sale to other persons it so choices, the right to put additional icehouses in said territory.

- 1.5. If seller sells to a new buyer and new buyer puts additional icehouses in a territory that the original buyer has declined, the seller will protect the original buyer from a new buyer placing a new icehouse within a one and a half mile radius of any icehouse the original buyer currently owns.
- 1.6. In the event the buyer takes an entire county as a territory, and paid the deposit for that county, and the buyer is unable to fulfill the required number of icehouses for that county, the buyer may at the permission of the seller offer to other people the right to buy from the seller icehouses in the protected area, and for each icehouse sold to another party, the original buyer will receive in full the deposit placed for that icehouse.

2. Term and Termination

- 2.1. Term. This agreement shall take effect as of the date first above written and shall continue in force unless and until terminated with cause pursuant to Paragraph 2.2 herein for a period of (20) twenty years.
- 2.2. Termination. (With Cause) This agreement may be terminated prior to the end of the initial term or any renewal term hereof by (i) either party by giving notice in writing to the other party, specifying in reasonable detail the claimed breach, in the event the other party is in material breach of any material provision of this agreement and shall have failed to cure such breach within thirty (30) days of receipt of written notice thereof from the first party; or (ii) mutual agreement of the parties hereto. The Seller may terminate this agreement; with no return of initial purchase price or any deposits made hereunder by notice given to the Buyer, specifying the facts upon which such termination is based, subject to the default cure provisions set forth above, if any of the following events occur:
 - 2.2.1. Failure of Buyer to comply with any promissory notes, security agreements, installment sales agreements, or any other agreements between the parties.
 - 2.2.2. Buyer's infringement of the trademark or patent rights of the manufacturer of Ice Houses.
 - 2.2.3. Buyer should engage any acts which would cause Seller to be in non-compliance of any of its obligations to the manufacturer of Ice Houses.
 - 2.2.4. Buyer's noncompliance with any of its warranties, obligations or other terms of this agreement.

3. Reservation of Rights

- 3.1. Seller shall have the right to: (a) operate, and grant others the right to sell, operate Ice Houses outside the Protected Territory: (b) warehouse and conduct within the Protected Territory, operations for sale, lease, distribution or maintenance of Ice Houses and maintain administration offices therefore.

4. Advertising, Trademarks, Trade Names

- 4.1. Grant of License. In the advertising and sale, rental, leasing and use of the ice houses, Seller hereby assigns to Buyer the right to use manufacturer's trade names, trademarks, logos, and designations in relation to those ice houses, within the territory herein described. Buyer shall pay Seller an annual license fee in the amount of \$750.00 per machine, payable on the first anniversary of the installation of each machine and each successive anniversary for the life of this contract.
- 4.2. Use of Trademarks, Trade Names. Buyer acknowledges that Ice House America, LLC, a Florida limited liability company and manufacturer of Ice Houses, owns the name "Twice the Ice" and "Twice the Ice Mobile Vendor", and any abbreviations thereof and all of manufacturer's trademarks, trade names, logo, and designations (whether registered or not).
- 4.3. Expiration of Right. Upon the expiration or termination of this agreement, or upon notification from the manufacturer, Buyer will forthwith cease all display, advertising, and use of all manufacturer names, marks, logos, and designations, and will not thereafter use, advertise, or display any name, mark or logo which is, or any part of which is, similar to or confusing with any such designation associated with any Ice Houses.

5. Acceptance and Warranty

- 5.1. Delivery/Inspection/Acceptance of Ice Houses. Delivery, inspection, and acceptance are as provided in terms and conditions.
- 5.2. Product Warranty/Remedies. Manufacturer warrants the Ice Houses and provides for remedies as provided in the terms and conditions.
- 5.3. Warranty Claim Notice. Warranty claims hereunder shall be made in writing by Buyer to Seller within the time, and in the manner, as provided in the terms and conditions.
- 5.4. Coordination with Manufacture's Warranty. Buyer acknowledges that Ice Houses are manufactured by Ice House America, LLC, a Florida limited liability company, and any acts of Buyer which would prevent Seller from asserting a claim under the manufacturer's warranties to Seller will void any warranties from Seller to Buyer.
- 5.5. Financial performance not warranted by Seller. Buyer acknowledges that it has received and reviewed pro-forma information from Seller based in part on the actual performance of an existing Ice House which has been in operation for less than one year. Buyer further acknowledges that the financial performance the Ice House or Ice Houses which is/are the subject of the Agreement, as operated in the Territory define above, will depend entirely on Buyer's efforts to promote and manage the Ice House or Ice Houses; and the Seller makes no promise that Buyer's Ice Houses will meet or exceed the performance of the Ice House which is the subject of the pro-forma disseminated by Seller.

6. Shipment, Delivery Terms, Title and Delivery

6.1. Delivery Terms. All deliveries of the Ice Houses shall be as provided in the terms and conditions.

6.2. Delivery. Seller will use best efforts to meet Buyer's requested delivery schedules for Ice Houses.

6.3. Buyer acknowledges that the price of the Ice Houses can change and that Seller does not guarantee the price of Ice Houses in the future. Any factory increases will be added to the price at the time of order.

7. General Obligations of Buyer

7.1. Marketing. Buyer shall, with respect to the marketing and distribution of Ice Houses, use its good faith efforts to further the promotion, marketing, sale, rental, leasing, use and other distribution of Ice Houses in the territory.

7.2. Minimum Sales Performance Standards. Buyer shall buy a minimum of _____ Ice Houses during the initial _____ years of this agreement, said minimum purchase requirements to be satisfied as follows:

732.1 _____ houses during the first year

732.2 _____ houses during the second year

732.3 _____ houses during the third year

732.4 _____ houses during the fourth year

732.5 In this connection, contemporaneously with this Agreement, Buyer shall pay to Seller a non-refundable deposit in the amount of \$2,000.00 for each such Ice House, which deposits shall be credit towards the Purchase Price for each Ice House when and as they are purchased by Buyer.

7.3. Buyer shall purchase directly from Seller, all supplies and equipment for the operation and maintenance of the Ice House from Seller, including but not limited to all bags, ties, and repair parts and supplies.

7.4. Buyer shall determine and comply with all governmental laws, rules and regulations relating to Ice Houses (including, but not limited to placement, installation and operation) within the territory.

7.5. Buyer acknowledges that Seller is obligated to protect territories other than Buyer's protected territory described in Section 1 and Exhibit A. Buyer shall not interfere with, undermine, or violate any protected territories other than Buyer's protected territory, granted by Seller to any other parties.

8. Relationship.

This agreement does not make either party the employee, partner, joint venture agent or legal representation of the other for any purpose whatsoever. Neither party is granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of the other party.

9. Assignment.

Buyer shall not assign or transfer any right or interest in and to this agreement without the prior written consent of Seller, and without such consent, or any attempted assignment will terminate the Protected Territory provisions set forth in Section 1 herein. Seller may assign this agreement to any of its present or future affiliates or any successor in interest.

10. Waiver.

The rights and remedies of the parties to this agreement are cumulative and not alternative. Neither the failure nor any delay by any party in exercising any right; power or privilege under this agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right; power or privilege will preclude, any other or further exercise of such right power or privilege or the exercise of any other right, power or privilege. To the maximum extent permitted by applicable law, (a) no claim or right arising out of this agreement can be discharged, in whole or in part, by a waiver or renunciation of the claim or right except in writing; (b) no waiver that may be given by a party will be applicable except in the specific instance for which it is given and (c) no notice to or demand on one party will be deemed to be a waiver of any obligation of such party, or of the right of the party giving such notice or demand to require the other party, to take further action without notice or demand as provided in this agreement.

11. Governing Law.

This agreement will be governed by the laws applied by courts of the State of Texas.

12. Arbitration.

Disagreements between the parties regarding any of the terms of this Agreement shall be submitted to arbitration pursuant to the American Arbitration Association Rules for Commercial Arbitration. The arbitrator shall make a binding determination of the dispute between the parties.

13. Attorney's Fees.

In the event of any action, suit or proceeding between the parties hereto, the prevailing party shall be reimbursed by the other party for reasonable attorney's fees and court costs incurred in connection therewith.

14. Severability.

In the event any of the terms of this agreement are in conflict with any rule of law or statutory provision or are otherwise unenforceable under the laws or regulations of any government.

15. Counterparts.

This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

16. Section Headings, Construction.

The headings of sections of this agreement are provided for convenience only and will not affect its construction or interpretation. All words used in this agreement will be construed to be of such gender or number, as the circumstance requires. Unless otherwise expressly provided, the "including" does not limit the proceeding words or terms.

17. Notices.

All notices, consents, waivers and other communications under his agreement must be in writing and will be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt), provided that a copy is also promptly mailed by registered mail, return receipt requested; or (c) when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested), in each case to the appropriate addresses and facsimile numbers set forth below (or to such other addresses and facsimile numbers as a party may designate by notice to the other parties):

Seller:
Grande Ice, LLC
C/o Tommy Funk Jr.
P.O. Box 310
Sebastian, Texas 78594
Telephone No.: 956-347-3581
Facsimile No.: 956-347-5070

Buyer: _____

Attention: _____

Facsimile No.: _____

18. Entire Agreement.

This agreement and the terms and conditions attached hereto constitute the entire agreement between the parties with respect to the subject matter of this agreement and supersede all prior written and oral agreements and understandings between the parties with respect to the subject matter of this agreement. This agreement may not be amended except by a written agreement executed by the party to be charged with the amendment.

IN WITNESS WHEREOFF, THE parties have executed and delivered this agreement as of the date first above written.

GRANDE ICE, LLC.

By: _____

BUYER:

By: _____