



JMW Sales, Inc. dba Blue Marble  
101 A Street Ashland OR 97520 Ph: 541-625-2443

## Retail Partner Agreement

Company/Store Name	Owner/Buyer Name
Billing Street Address	Shipping Street Address
Billing City, State & Zip	Shipping City, State & Zip
Phone #	Email

1. Type of Retail Operation: Gift \_\_\_ Toy \_\_\_ Book \_\_\_ Museum \_\_\_ Other (please describe)  
\_\_\_\_\_

2. Year business established \_\_\_\_\_. Years at present location \_\_\_\_\_.

3. Number of stores you operate \_\_\_ Multiple Ship To addresses required? Yes \_\_\_ No \_\_\_

4. Accounts Payable Contact: \_\_\_\_\_

5. Are you applying for N30 terms for your re-orders? Yes \_\_\_ No \_\_\_

6. Do you feature products in a catalog? Yes \_\_\_ No \_\_\_. If yes, what is your circulation? \_\_\_\_\_

7. Can you receive freight on pallets at your location? Yes \_\_\_ No \_\_\_

8. Do you need a lift gate? Yes \_\_\_ No \_\_\_

### DECLARATION:

I hereby certify that the information in the Retail Partner Agreement (hereinafter "Agreement") is correct.

I understand and accept that JMW Sales, Inc./Blue Marble (hereinafter "Blue Marble") reserves the right to refuse this application at its sole discretion for any reason.

I understand and accept that Blue Marble requires full payment of invoices within the granted terms. Late charges of 1.5% per month may be added to accounts which are more than 15 days past due from their granted terms. If an invoice is placed with an outside collection firm, all fees for such services will be added to the amount due.

I understand and accept that approval of this application does not grant applicant distribution rights of Blue Marble products outside of the United States or in ANY eCommerce sales channel including Amazon, or auction-based websites such as eBay.

I understand and accept that all payments to Blue Marble are nonrefundable. Blue Marble products are not returnable, for refund or otherwise. Shipping errors must be reported within ten (10) days from receipt of the product.



JMW Sales, Inc. dba Blue Marble  
101 A Street Ashland OR 97520 Ph: 541-625-2443

I understand and accept that Blue Marble reserves the right to determine, at its sole discretion, the eligibility of each store location(s) listed in this application. If approved as a Blue Marble Retail Partner, this Agreement is limited to the store location(s) that have been approved. This Agreement is not transferable without Blue Marble’s prior written consent. Failure to report new or additional store location(s) that feature Blue Marble products among merchandise assortments or in marketing campaigns will be considered a violation to this Agreement.

I understand and agree to hold confidential any information with respect to line sheets, marketing material, product pricing and new product launches. I understand and accept that I will be liable for any damages resulting from the disclosure of such information to other parties.

I understand and accept that these terms and conditions may be changed from time to time in Blue Marble’s sole discretion. I agree that in the event that Blue Marble determines, in its sole discretion, that I am violating the terms and conditions of this Agreement, Blue Marble may give me 3 days to remedy such violations. If I fail to remedy such violations within this timeframe, Blue Marble may terminate my account.

This Agreement shall be construed in all respects in accordance with the laws of the State of Oregon applicable to contracts enforceable in that state.

Attached is a copy of my RESALE certificate: Yes \_\_\_\_\_ No \_\_\_\_\_ (to be emailed/faxed)

\_\_\_\_\_  
Name/Title (please print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Initial here that you are in receipt of Blue Marble Terms & Conditions \_\_\_\_\_

**Terms & Conditions**

**Minimum Order:**

All products must be ordered in complete case packs. The minimum opening and minimum re-order amount is \$200.00.

**Terms:**

Our standard terms are Credit Card only on opening order. We accept VISA, MasterCard, American Express and Discover Card. Net 30 terms are available upon approved credit. Blue Marble invoicing is paperless. Invoices are to be paid by check or ACH. Terms may be revoked for late payments.

**Resale Certificate & Necessary Information:**

Each new and existing account must have a copy of Re-Sale or Tax-Exempt Certificate in our files. We also need all customer set up information on the PO (bill to, ship to, email, phone, valid CC info, etc.).



JMW Sales, Inc. dba Blue Marble

101 A Street Ashland OR 97520 Ph: 541-625-2443

### 2023 Freight Program

Flat Rate Shipping Charges are 18%.

Flat rate and free shipping apply to orders shipped within the 48 contiguous United States. Actual shipping costs apply to Alaska, Hawaii and international orders.

We will gladly ship on your account. Please provide carrier and account number.

We ship from Los Angeles.

### eCommerce Policy

Brick & Mortar accounts in good standing may sell our products on your company website after completing a 2022 Retail Partner Agreement.

You may NOT sell our products on any online marketplace (Amazon, eBay, Mercari etc). Violators may be permanently banned from doing business with Blue Marble in the future.