



# EXCEL *Nationwide Location Service*

612 Bain Drive ♦ Huntsville, Alabama 35803 ♦ (256)880-9052 ♦ (800)74EXCEL ♦ FAX (256)883-4185

## DEALER LOCATION AGREEMENT

This agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by and between:

### EXCEL LOCATION SERVICES

**612 Bain Drive  
Huntsville, AL 35803  
800-74EXCEL  
256-883-4185 - Fax**

*Herein after referred to as the "Locators"*

And

NAME \_\_\_\_\_

STREET \_\_\_\_\_

CITY \_\_\_\_\_ ST \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE \_\_\_\_\_

PHONE \_\_\_\_\_

*Herein after referred to as the "company"*

1. Excel, an independent location firm, agrees to secure ( ) locations for \_\_\_\_\_ (Machines/displays) in the \_\_\_\_\_ area for the sum of \$ \_\_\_\_\_ Per machine, for a total of \$ \_\_\_\_\_. A non-refundable fifty percent (50%) deposit shall be payable upon assignment. Payments shall be in the form of certified funds (cashier ck or money order) payable to Excel Location Services.
2. Company retains sole right to reject unsatisfactory locations during tour. Company is under no obligation to accept, sign or pay for any such locations. Locator agrees to replace any such locations.
3. The Locators shall not be held responsible for locations not utilized within fourteen (14) days of the Company's receipt of signed Location/lease agreement(s). The locator shall not be held responsible for theft or vandalism, and makes no claim as to profitability of machine. Excel shall not be held responsible for Company's failure to tour (enter each location/speak to mgmt if available) before accepting locations.
4. Any original location refusing acceptance of Company's equipment will be replaced by Excel provided company toured location prior to acceptance and attempted to place the equipment within 14 days of acceptance of said location.
5. Excel Location Services will replace any undesirable locations for half of the original locating price (only equipment originally located by Excel) according to provisions in our No Hassle Offer (see No Hassle guarantee) for as long as you own your equipment.
6. All secured locations *must* be toured by the "company" *prior* to acceptance and final payment. "Company" must enter each location for viewing. If "Company" does not tour – *all guarantees are null and void.*
7. Return customers will receive a 20% discount on future locations of new equipment.

\_\_\_\_\_  
*Company Representative Signature*

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

\_\_\_\_\_  
*Excel Representative Signature*

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

(Remit 2 copies. We will countersign and return)

In the event of any disputes, Excel's sole liability will be limited to money paid to Excel by Company. Any legal disputes to be handled in the courts of Madison County, Alabama.