

- · CigarBros of California, Inc
- 1280 N Johnson Ave STE 101
- El Cajon, CA 92020
- 619-510-2377
- E-Mail: cigarbrosca@gmail.com



AC	COUNT INFORMATIO	N			
1	Store Name :	store name			
2	Address	address here			
3	City	city			
4	State	Arkansas			
5	Zip Code	96001			
6	Country	United States			
7	Municipality (Restrictions):				
8	Pay Method Initial Order:				
9	Pay Method Restock Order:				
CC	NTACT INFORMATIO	N			
10	Store Owner's Name:				
11	Store Owner's Phone #:				
12	Email Address:				
13	Business Phone #:				
14	Contact Person's Name:				
15	Contact Phone #:				
ST	ORE INFORMATION				
16	Tobacco License #:				
17	Seller's Permit #:				
18	Hours: Monday to Thurs				
19	Hours: Friday Saturday				
20	Store Type: LQ GS SS BW CA GF NA OT RE				
21	Humidor Placement: EndCap, ChckOut, Entran, Exit				
22	Carried Cigars Before? Yes or No				
23	Old Humidor Type: Cntrtop, Single , Double, Walk In				

## **AGREEMENT TERMS:**

Thank you for your interest in CigarBros! We are excited to present you with our program.

#### The Humidor:

We will deliver a state-of-the-art humidor at no cost to you. We maintain ownership of the humidor for the lifetime of our partnership. You agree to not display any other humidor in your store. You also agree to keep the humidor fully stocked. We agree to maintain the performance of the humidor with free repairs. You agree to deep clean the humidor every 6 months. You agree to be responsible for any damages to the humidor. \$300 for replacement door, \$2500 for entire humidor for theft, vandalism, abandonment or other causes. You agree to fill the Water Reservoir with Distilled Water as needed

#### The Location:

An appropriate location will be chosen and agreed upon inside your store. You agree to place the humidor in the approved location and will not relocate outside of the business unless approved by CigarBros. Removing the humidor without our consent can result in penalty charges

#### The Cigars:

We will provide a selection of the top selling cigars and we will track performance of these cigars, making changes as needed. You agree to not change any of the selection or place any other cigars outside of our program in our humidor. Do not place any cigars on top of the water reservoir.

#### The Prices:

We will supply you with the selection of cigars at competitive wholesale prices. All applicable state taxes will be included in the price. (excl. certain states)

## The Profit:

You are free to price your own cigars. You will be provided with labels and price tags for all cigars. You will also be provided with pricing instructions.

### The Service:

All partners must maintain a fully stocked humidor at all times. We will provide you with your monthly restock. We will also provide you with free shipping for all orders that meet our minimum quantity. All partners are required to

24	Liquidate Old Cigars? Yes or No	
25	Notes:	

place restock orders on a monthly basis to ensure a fully stocked humidor. If a location doesn't require a restock order that month, simply send us a photo providing us proof that all skus are full. You agree to maintain sales of at least 100 cigars per month. We may remove the humidor any time. All noncompliant partners are subject to a service charge.

## The Satisfaction:

We agree to guarantee the performance of the humidor in your store with 100% money back for the cigars that have been paid for minus shipping costs. You agree to maintain sales of at least 100 cigars per month. We may remove the humidor any time.

## Cancellation & Security Deposit:

All accounts are subject to a security deposit for the first 12 months however, if you cancel within the first 6 months we will provide you with a 100% money back guarantee. The security deposit is there to ensure the protection of CigarBros Humidors. A 20% restocking fee will be applied to all program cancellations after 6 months By signing below, you agree to the terms of the agreement.

26. Customer's Signature for Terms & Conditions

MA	RKETING INFORMAT	ION
27	Is Location 24 Hours?:	
28	Is Location Shopping Cntr?::	
29	Dist from Nearest Bar:	
30	Dist from Nearest Restaurant:	
31	Dist from Nearest Golf Course:	
32	Dist from Nearest Major Hotel:	
33	Dist from Nearest Beach/Lake:	
34	Dist from Nearest Party Area:	
35	Dist from Nearest Highway:	
36	Parking Type:	
37	Area Type:	
38	Walking Traffic:	
39	Car Traffic:	
40	Nightlife:	

# RESALE CERTIFICATE FORM

- 1. I hold a valid seller's permit. See above.
- 2. I am engaged in the business of selling the following type of tangible personal property: **Tobacco**, **General Merchandise**, **Beverages**, and **Other Products**
- 3. This certificate is for the purchase from of the item(s) I have listed in paragraph 5 below. [Vendor's name] CigarBros
- 4. I will resell the item(s) listed in paragraph 5, which I am purchasing under this resale certificate in the form of tangible personal property in the regular course of my business operations, and I will do so prior to making any use of the item(s) other than demonstration and display while holding the item(s) for sale in the regular course of my business. I understand that if I use the item(s) purchased under this certificate in any manner other than as just described, I will owe use tax based on each item's purchase price or as otherwise provided by law.
- 5. Description of property to be purchased for resale: **Premium Cigars, Accessories, and Other Retail Products.**
- 6. I have read and understand the following: For Your Information: A person may be guilty of a misdemeanor under Revenue and Taxation Code section 6094.5 if the purchaser knows at the time of purchase that he or she

41 AC 43 44 45 46 47 48 49	Vacationers:  H AUTHORIZATION SECTION  Authorized Person's Name:  Name on Bank Account:  Address on Bank Account:  City:  State:  Zip Code:  Email for ACH Receipt:	will not resell the purchased item prior to any use (other than retention, demonstration, or display while holding it for resale) and he or she furnishes a resale certificate to avoid payment to the seller of an amount as tax.  Additionally, a person misusing a resale certificate for personal gain or to evade the payment of tax is liable, for each purchase, for the tax that would have been due, plus a penalty of 10 % of the tax or \$500, whichever is more.  Customer's Signature for Resale Certificate:  ACH TERMS:  ELECTRONIC FUNDS TRANSFER PROGRAM AGREEMENT PREAUTHORIZATION FOR CIGARBROS
50	Phone #:	USA, INC INITIATED DEBITS / CREDITS
51	I Understand this Info will be Kept on File:	Authorization:  You (the "Retailer"), the undersigned direct buying
ВА	NK INFORMATION:	customer hereby authorizes (i) CigarBros of California Inc (the "Supplier") to originate debit/credit entries by ACH to
52	Bank Name:	the direct buying customer's bank account, indicated below, and (ii) the Depository institution named below,
53	Routing #:	(the "Bank"), to accept and to debit/credit the amount of
54	Account #:	such entries to the direct buying customer's account.
55	Account # (verify):	Bank Name:
Ap	proval Authorization:	Debit/Credit entries will be initiated by the Company
		through Bank of America
56	50% of the Initial Order	Payable To:
56		
56 57	50% of the Initial Order will be Charged on Humidor Ship Date: Remaining 50% of the	Payable To:
	50% of the Initial Order will be Charged on Humidor Ship Date:	Payable To:  CigarBros of California, Inc.  Blanket Authorization:  This authorization is in effect on the date signed on this
	50% of the Initial Order will be Charged on Humidor Ship Date:  Remaining 50% of the Initial Order will be Charged on Arrival:  All Restock Orders will be Charged on Ship	Payable To: CigarBros of California, Inc.  Blanket Authorization:
57 59	50% of the Initial Order will be Charged on Humidor Ship Date:  Remaining 50% of the Initial Order will be Charged on Arrival:  All Restock Orders will be Charged on Ship Date:	Payable To:  CigarBros of California, Inc.  Blanket Authorization:  This authorization is in effect on the date signed on this agreement and will remain in effect until you (the "Retailer") revoke it. You understand that you can revoke
57 59 60	50% of the Initial Order will be Charged on Humidor Ship Date:  Remaining 50% of the Initial Order will be Charged on Arrival:  All Restock Orders will be Charged on Ship Date:  Security Deposit:	Payable To:  CigarBros of California, Inc.  Blanket Authorization:  This authorization is in effect on the date signed on this agreement and will remain in effect until you (the "Retailer") revoke it. You understand that you can revoke this authorization at any time.  Cancellation:  Cancellation of this authority shall occur (30) days after
57 59 60	50% of the Initial Order will be Charged on Humidor Ship Date:  Remaining 50% of the Initial Order will be Charged on Arrival:  All Restock Orders will be Charged on Ship Date:	Payable To:  CigarBros of California, Inc.  Blanket Authorization:  This authorization is in effect on the date signed on this agreement and will remain in effect until you (the "Retailer") revoke it. You understand that you can revoke this authorization at any time.  Cancellation:  Cancellation of this authority shall occur (30) days after the Company and Customer's Bank each shall have received written notification from the Direct Buying
57 59 60 Ap	50% of the Initial Order will be Charged on Humidor Ship Date:  Remaining 50% of the Initial Order will be Charged on Arrival:  All Restock Orders will be Charged on Ship Date:  Security Deposit:  proval Authorization:	Payable To:  CigarBros of California, Inc.  Blanket Authorization:  This authorization is in effect on the date signed on this agreement and will remain in effect until you (the "Retailer") revoke it. You understand that you can revoke this authorization at any time.  Cancellation:  Cancellation:  Cancellation of this authority shall occur (30) days after the Company and Customer's Bank each shall have received written notification from the Direct Buying Customer of termination of such authority
57 59 60 Ap 61	50% of the Initial Order will be Charged on Humidor Ship Date:  Remaining 50% of the Initial Order will be Charged on Arrival:  All Restock Orders will be Charged on Ship Date:  Security Deposit:  proval Authorization:  Humidor Type:	Payable To:  CigarBros of California, Inc.  Blanket Authorization:  This authorization is in effect on the date signed on this agreement and will remain in effect until you (the "Retailer") revoke it. You understand that you can revoke this authorization at any time.  Cancellation:  Cancellation of this authority shall occur (30) days after the Company and Customer's Bank each shall have received written notification from the Direct Buying
57 59 60 Ap 61 62	50% of the Initial Order will be Charged on Humidor Ship Date:  Remaining 50% of the Initial Order will be Charged on Arrival:  All Restock Orders will be Charged on Ship Date:  Security Deposit:  proval Authorization:  Humidor Type:  Remote Shipping:	Payable To:  CigarBros of California, Inc.  Blanket Authorization:  This authorization is in effect on the date signed on this agreement and will remain in effect until you (the "Retailer") revoke it. You understand that you can revoke this authorization at any time.  Cancellation:  Cancellation:  Cancellation of this authority shall occur (30) days after the Company and Customer's Bank each shall have received written notification from the Direct Buying Customer of termination of such authority
57 59 60 Ap 61 62 63	50% of the Initial Order will be Charged on Humidor Ship Date:  Remaining 50% of the Initial Order will be Charged on Arrival:  All Restock Orders will be Charged on Ship Date:  Security Deposit:  proval Authorization:  Humidor Type:  Remote Shipping:  Self Install:	Payable To:  CigarBros of California, Inc.  Blanket Authorization:  This authorization is in effect on the date signed on this agreement and will remain in effect until you (the "Retailer") revoke it. You understand that you can revoke this authorization at any time.  Cancellation:  Cancellation:  Cancellation of this authority shall occur (30) days after the Company and Customer's Bank each shall have received written notification from the Direct Buying Customer of termination of such authority  Customer's Signature for ACH Agreement:  SHIPMENT INFORMATION (OFFICE ONLY)
57 59 60 Ap 61 62 63 64	50% of the Initial Order will be Charged on Humidor Ship Date:  Remaining 50% of the Initial Order will be Charged on Arrival:  All Restock Orders will be Charged on Ship Date:  Security Deposit:  proval Authorization:  Humidor Type:  Remote Shipping:  Self Install:  Any Customizations:	Payable To:  CigarBros of California, Inc.  Blanket Authorization:  This authorization is in effect on the date signed on this agreement and will remain in effect until you (the "Retailer") revoke it. You understand that you can revoke this authorization at any time.  Cancellation:  Cancellation:  Cancellation of this authority shall occur (30) days after the Company and Customer's Bank each shall have received written notification from the Direct Buying Customer of termination of such authority  Customer's Signature for ACH Agreement:  SHIPMENT INFORMATION (OFFICE ONLY)  Account Number:
57 59 60 Ap 61 62 63 64 65	50% of the Initial Order will be Charged on Humidor Ship Date:  Remaining 50% of the Initial Order will be Charged on Arrival:  All Restock Orders will be Charged on Ship Date:  Security Deposit:  proval Authorization:  Humidor Type:  Remote Shipping:  Self Install:  Any Customizations:  Signage Type:	Payable To:  CigarBros of California, Inc.  Blanket Authorization:  This authorization is in effect on the date signed on this agreement and will remain in effect until you (the "Retailer") revoke it. You understand that you can revoke this authorization at any time.  Cancellation:  Cancellation:  Cancellation of this authority shall occur (30) days after the Company and Customer's Bank each shall have received written notification from the Direct Buying Customer of termination of such authority  Customer's Signature for ACH Agreement:  SHIPMENT INFORMATION (OFFICE ONLY)  Account Number:  Humidor ID Number:
57 59 60 Ap 61 62 63 64 65 66	50% of the Initial Order will be Charged on Humidor Ship Date:  Remaining 50% of the Initial Order will be Charged on Arrival:  All Restock Orders will be Charged on Ship Date:  Security Deposit:  proval Authorization:  Humidor Type: Remote Shipping: Self Install: Any Customizations:  Signage Type: Accessories:	Payable To:  CigarBros of California, Inc.  Blanket Authorization:  This authorization is in effect on the date signed on this agreement and will remain in effect until you (the "Retailer") revoke it. You understand that you can revoke this authorization at any time.  Cancellation:  Cancellation:  Cancellation of this authority shall occur (30) days after the Company and Customer's Bank each shall have received written notification from the Direct Buying Customer of termination of such authority  Customer's Signature for ACH Agreement:  SHIPMENT INFORMATION (OFFICE ONLY)  Account Number:

69 Day of Delivery:		Date of Installation:				
70	Entrance Type/Size:	ntrance Type/Size:		Freight Company:		
71	71 Special Instructions:		BOL Number:			
SHIPMENT INFORMATION (OFFICE ONLY)		1	2	]		
1	Agreement Prepared By:				(Initial) Humidor Labels	
	Signature & Date:				(Initial) Humidor Sticks	
2	Customer Full Name:				(Initial) Cigar Selection	
	Signature & Date:				(Initial) Water/Solution	
3	Agreement Authorized By:				(Initial) Signage (Initial) Other	
	Signature & Date:		1	St2	tment	
4	Order Completed By:		<u> </u>	1	tial) CRM: Customer Info	
	Signature & Date:			┨`	tial) CRM: Seller & Tob Lic	
				┨`	tial) CRM: Signed Agrmt	
				(Ini	tial) Invoice: Tendered	
				(Initial) BOL Prepared & Sent		
				(Ini	tial) BOL+INV+STICKER+SCAN	
				(Ini	tial) Contact Customer	
			(Ini	tial) CRM: Scheduled		
					tial) POS: Update Customer Profile with der Details	

### **IMPORTANT RECEIVING INSTRUCTIONS!**

We will ship your humidor in a pallet with a 3rd party trucking company. The humidor is approx 300lbs and is large. Please have help available to remove the humidor from the pallet, THE DRIVER WILL NOT HELP WITH THE INSTALLATION.

DO NOT REJECT THE PALLET OR YOU WILL BE RESPONSIBLE FOR THE RE-SHIPMENT COSTS. Thank you for your understanding. For questions call us at 619-510-2377.