

## AGREEMENT TO TERMINATE DEALERSHIP

THIS AGREEMENT made effective as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**BETWEEN:**

**[NAME OF DEALER]**

[address]  
("Dealer")

- and -

**[NAME OF SUPPLIER]**

[address]  
("Supplier")

In connection with the enforced termination of the Dealer as an authorized dealership for the Supplier, and the sale of the Dealer's \_\_\_\_\_ business, all as contemplated in the asset purchase agreement (the "Agreement") between the Dealer and \_\_\_\_\_ [insert name of the purchaser of the business] dated \_\_\_\_\_, \_\_\_\_\_ and the Dealer agree as follows:

- (a) that the Dealership Agreement entered into between the Dealer and the Supplier, dated \_\_\_\_\_ [insert date] (the "Dealer Agreement") is hereby terminated and of no further force or effect; and
- (b) that, as a result thereof, without limitation on:
- (i) the Dealer's sole and exclusive right to represent that he is an authorized dealer of the Supplier, and to buy, sell or otherwise supply the Supplier's products and services (as defined in the Dealer Agreement) is hereby terminated and of no further force or effect; and
  - (ii) all of the rights granted to the Dealer under Article \_\_\_\_ of the Dealer Agreement are hereby terminated and the Dealer shall immediately cease all use, display and advertising of the trademarks (as defined in the Dealer Agreement).

In consideration of the termination of the Dealer Agreement and the return to the Supplier of the territory awarded to the Dealer under the Dealer Agreement, the Supplier hereby pays to the Dealer, and the Dealer hereby accepts, the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) as an enforced dealership termination fee. The parties acknowledge and agree that the Supplier shall also remit to the Dealer, and the Dealer shall remit to the relevant governmental authority, the amount of any sales tax, GST or other tax exigible on the dealership termination fee.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

**On behalf of**  
**[NAME OF DEALER]**

**On behalf of**  
**[NAME OF SUPPLIER]**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name & Title (if any)

\_\_\_\_\_  
Print Name & Title (if any)

I have the authority to bind the Corporation.

I have the authority to bind the Corporation.