

GLIMMERGLASS FIBERGLASS POOLS, INC.

DEALERSHIP AGREEMENT

This agreement is made as of the date set forth below (the "Effective Date") to establish the undersigned (the "Dealer") as an authorized dealer and/or distributor of pool and spa products (the "Products") and provider of pool installation services for Glimmerglass Fiberglass Pools, Inc. ("Glimmerglass").

1. Subject to the terms and conditions of this agreement, the Dealer is hereby appointed as a non-exclusive dealer and/or distributor of the Products and provider of pool installation services during the Term (defined below). The Dealer agrees to advertise, promote, market and sell Products to customers and install pools in accordance with the Installation Manual, a copy of which shall be provided to the Dealer and incorporated herein by reference.

2. The Dealer shall (a) market, advertise, promote and sell the Products to customers and install pools in a manner that reflects favorably at all times on the good name, goodwill and reputation of Glimmerglass; (b) not make any materially misleading or untrue statements concerning Glimmerglass or the Products, including any Product disparagement or engage in "bait-and-switch" practices; (c) maintain competent staff and personnel to solicit orders for the sale of the Products and installation of pools, and provide excellent service to customers; (d) handle all customer complaints, and promptly notify Glimmerglass of any complaint or adverse claim of which Dealer becomes aware about any Product or its use, or any installation service; (e) act as a liaison between the customer and Glimmerglass when questions or concerns arise; (f) abide by the Installation Manual and any other rules and instructions promulgated by Glimmerglass from time to time; and (g) be responsible for all expenses incurred by Dealer relating to the sale of the Products and the provision of pool installation services.

3. The Dealer acknowledges and agrees that all right, title and interest in and to intellectual property, including, but not limited to, trademarks, tradenames, logos, copyrights and service marks, together with all goodwill associated therewith (collectively, "IP"), used in the course of the services performed by Dealer hereunder shall be owned exclusively by Glimmerglass. The Dealer is hereby granted a revocable, non-exclusive, non-assignable, royalty-free license to use and display any such IP in connection with performing its services hereunder, including the advertisement, marketing, sale and promotion of the Products and the provision of pool installation services. Upon termination of this agreement for any reason, such license shall immediately cease.

4. The Dealer warrants, covenants, and agrees that it will not directly or indirectly permit any person to use, copy, recreate or reproduce any Product. The Dealer recognizes that Glimmerglass has perfected a common law copyright on the design, manufacture and production of its Products. Furthermore, the Dealer acknowledges that this covenant extends for a period of not less than ten (10) years after the termination of any relationship between the Dealer and Glimmerglass.

5. The Dealer acknowledges and agrees that in providing the services hereunder, Dealer acts in the capacity of an independent contractor and not as an agent or representative of Glimmerglass. Neither party shall have the right, power or authority to act for or bind the other contractually in any respect whatsoever.

6. This agreement shall commence as of the Effective Date and shall continue thereafter unless sooner terminated (the "Term"). Either Glimmerglass or the Dealer may terminate this agreement effective upon delivery of written notice to the other party.

7. All non-public, confidential or proprietary information of Glimmerglass (collectively, "Confidential Information"), including but not limited to, all documents, data, formulations, designs, specifications, customer lists, distributorship lists, marketing information, discounts, rebates and/or pricing information disclosed by Glimmerglass to Dealer, whether disclosed orally or in writing, and whether or not marked or identified as "confidential," are deemed to be confidential information and the exclusive property of Glimmerglass, and may not be disclosed or copied unless authorized by Glimmerglass in writing. Upon request by Glimmerglass, Dealer shall promptly return all such Confidential Information (without retaining copies thereof), and Glimmerglass shall be entitled to injunctive relief for any violation of this section, in addition to all other remedies available under this agreement, at law or in equity. Dealer's obligations under this section shall survive the expiration or termination of this agreement, and shall continue until such time as such Confidential Information enters the public domain, other than by reason of breach of this agreement.

8. During the Term and for at least 3 years after termination of this agreement, the Dealer shall, at its own expense, maintain and carry insurance in full force and effect with financially sound and reputable insurers that includes, but is not limited to, commercial general liability insurance with limits of no less than \$1,000,000.00 per occurrence and \$1,000,000.00 in the aggregate, covering all claims of bodily and personal injury, death and property damage, general casualty and property insurance including fire and extended coverage. Other insurance may be obtained at the discretion of the Dealer. Upon request by Glimmerglass, the Dealer shall provide Glimmerglass with a certificate of insurance from Dealer's insurer evidencing the insurance coverage specified in this agreement, and such certificate of insurance shall name

Glimmerglass as an additional insured. The Dealer shall provide Glimmerglass with 30 days' advance written notice in the event of a cancellation or material change in any of Dealer's insurance policies.

9. Dealer shall indemnify, defend, and hold harmless Glimmerglass and its officers, directors, employees, agents, affiliates, successor and permitted assigns (collectively, "Indemnified Parties") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expense of whatever kind, including attorneys' fees, fees and the costs of enforcing any right to indemnification under this agreement and the cost of pursuing any insurance providers (collectively, "Losses"), relating to any claim of a third party or Glimmerglass arising out of or occurring in connection with Dealer's negligence, willful misconduct, or breach of this agreement. This indemnification includes providing Glimmerglass with defense for any such claims with such defense being expressly controlled by Glimmerglass. Dealer shall not enter into any settlement relating to any such Loss without the prior written consent of the Glimmerglass.

10. Dealer is in compliance with and shall comply with all applicable laws, regulations and ordinances. Dealer has and shall maintain in effect all licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this agreement.

11. The Dealer acknowledges and agrees that no failure by Glimmerglass to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this agreement shall operate or be construed as a waiver thereof, and no waiver by Glimmerglass shall be effective unless explicitly set forth in writing and signed by Glimmerglass.

12. No amendment to this agreement is effective unless it is in writing and signed by an authorized representative of Glimmerglass. The Dealer shall not assign, transfer, delegate or subcontract any of its rights or obligations under this agreement without the prior written consent of Glimmerglass.

13. This agreement, including all exhibits, schedules and attachments thereto, are governed by, and construed in accordance with, the laws of the State of New Jersey without giving effect to any conflict of laws provisions thereof. The appropriate jurisdiction for the enforcement of all terms of this agreement will be the federal or state courts located in the State of New Jersey.

14. All notices, requests and other communications (each, a "Notice") under this agreement must be in writing and addressed to the other party at the following addresses: if to Dealer, _____; if to Glimmerglass, 55 Willett Street, Fort Plain NY 13339, Jarrod Lape, jarrod@glimmerglassfiberglasspoolsusa.com. All such Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this agreement, a Notice is effective only (a) upon receipt by the receiving party and (b) if the party giving the Notice has complied with the requirements of this section.

Dealer/Distributor

By: _____

Name: _____

Date: _____