JL MARINE SYSTEMS, INC.
JL MARINE PRODUCTS DEALER AGREEMENT

This is a Dealer Agreement ("the agreement") dated _____, 200___, between JL MARINE Systems, Inc., a Florida corporation ("the company"), having a mailing address of 9208 Palm River Rd suite # 303, Tampa Florida 33619, and _____, a _____,d/b/a/_____ ("The dealer"), having a mailing address of _____.

1. Purchase and Sale of Products. During the term of this Agreement, the Company shall sell to the Dealer, and the Dealer shall purchase from the Company, JL Marine Products required by the Dealer at the prices for the Product as set forth by the Company from time to time, and on other reasonable terms *and* conditions that the Company establishes from time to time. On the Company's delivery of the Product to a carrier for shipment, title and risk of loss will pass to the Dealer. The Dealer shall notify the Company of its requirements reasonably far in advance of orders.

2. Delivery. The Company shall deliver the Product to the Dealer, F.O.B. the Company's production facilities within (2) days after the Company's acceptance of the order, subject to the Company's capacity to produce the order and causes beyond its reasonable control. In no event will the Company be liable to the Dealer or any other person in any manner by reason of failure to deliver an order, or delay or nonconformity in the delivery of, all or any part of an order, and the Dealer shall not attempt to hold the Company liable in any respect for any such failure, delay or nonconformity, caused by an event of force majeure or other contingency beyond the reasonable control of the Company.

3. Obligations of Dealer. The Dealer shall adhere to the Company's specifications and instructions in effect from time to time with respect to the Product's installation, maintenance, service, operation and use. The Dealer shall inspect and properly service the Product before delivery to a customer and shall provide any required service in accordance with any warranty policies of the Company and/or the Dealer. The Dealer shall not install or use in connection with any Product any part or equipment or supplies that might damage the Product or prevent its normal use or that are not fully in accord with the finish, dimensions, durability, form, material, precision and other characteristics of the parts, equipment, and supplies which the Company may furnish for the same purpose or otherwise approve, or which is not otherwise in accord with the Company's specifications and instructions for the Product. The Dealer shall acquire no rights under this Agreement, or by the use of the Company's trademarks relating to the Product, in any of such trademarks, nor any right to use any of the trademarks in its corporate, trade, or business name. The Dealer irrevocably waives, releases, and disclaims any and all right, title, and interest in and to such trademarks following the termination of this Agreement. The Dealer shall pay all taxes and like charges assessed upon the sale or storage of the Products, or otherwise by reason of the execution or performance of or under this Agreement, without deduction from or credit against any amounts payable to the Company under this Agreement.

4. Duration/Term of Agreement. Either party may terminate this Agreement at any time by written notice sent registered or certified mail to the other party. The termination of this Agreement shall not release the Company from its obligation to fill and deliver any Dealer orders accepted prior to the date of termination. The termination of this Agreement shall not release the Dealer from its obligation to pay for shipments made as of the date of termination or to pay monies due or to become due to the Company to complete unfulfilled orders. The Dealer or the Company shall not be liable to each other for any damage or loss of any kind sustained by reason of or resulting from the termination of this Agreement.

5. Confidentiality. The Dealer recognizes and agrees that the information relating to the Company's business and products and the other information defined below as Confidential Information are of great value to the Company and that the provisions of this Section 5 are reasonably necessary to protect the Company's rights in the Confidential Information. The Dealer shall not, and shall not cause, suffer, or permit any of its affiliates, employees, agents, or other representatives, or any person in a contractual or fiduciary relationship to it in connection with any endeavor relating to this Agreement to, directly or indirectly, disclose or divulge any Confidential Information to any person other than the Company or Dealer's responsible officers and employees and other responsible persons in a contractual or fiduciary relationship with the Dealer who agree in writing similarly to hold the Confidential Information in confidence (such persons are collectively, "third parties"). For purposes of this Agreement, the term "Confidential Information" means any information made available by the Company to the Dealer or a third party, acquired by the Dealer or a third party during visits to the Company's facilities, or otherwise acquired in the performance of the Dealer's obligations under this Agreement, that relates to the business, products, procedures, or interests of the Company and that the Dealer knows or should know is regarded by the Company as confidential. On termination of this Agreement, the Dealer shall return to the Company all written materials with respect to Confidential Information. The Dealer's confidentiality obligations under this Section 5 will survive any termination of this Agreement. Dealer acknowledges that a violation of this section will cause damage to the Company for which no remedy at law will be adequate and agrees that the Company is entitled to pursue equitable remedies (including specific performance and injunction) to enforce the provisions of this section.

6. Product Modification. The Company may change, revise, or modify the design or construction of any of the Products, without obligation of the Company to make the changes or improvements to Products previously ordered or shipped. Any model of a Product maybe discontinued at any time, without notice to or consent from the Dealer; all orders will refer to models current when the Company receives them, unless specified otherwise.

7. Warranty Terms. **THE COMPANY MAKES NO WARRANTY OF ANY KIND (EXCEPT OF TITLE) TO ANY PERSON, EITHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AS TO ANY PRODUCTS OR INFORMATION FURNISHED TO THE DEALER IN CONNECTION WITH THIS AGREEMENT, EXCEPT AS EXPRESSLY PROVIDED FOR IN THE WARRANTY TERMS ATTACHED TO THIS AGREEMENT.**

8. Limitation of Liability. **THE COMPANY SHALL IN NO EVENT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR OTHER DIRECT *OR* INDIRECT DAMAGES, FORESEEABLE OR UNFORESEEABLE, SUFFERED BY THE DEALER OR ANY OF ITS CUSTOMERS OR THEIR EMPLOYEES OR AGENTS OR ANY OTHER PERSON ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR WITH THE PURCHASE, USE, DESIGN, *OR* PERFORMANCE OF ANY PRODUCT.**

9. Independent Contractor. The Dealer shall be and act as an independent contractor of the Company, not as an agent, partner, or joint venture of the Company. The Dealer shall assume and pay all expenses incurred by it in connection with its performance under this Agreement, shall incur such expenses and sell, install and service Products only in its own name and for its own account, and shall not in any way or under any circumstance transact any business for or in the name of the Company, nor on the Dealer's behalf make any warranties or representations of any kind, express or implied, nor assume or create, or attempt to create, any obligation of any kind for or in the name of the Company. Moreover, the Dealer shall take any steps necessary to prevent or remedy any misunderstanding regarding the nature of its relationship with the Company. The Dealer shall be independently liable to the Company for compliance with the terms of this Agreement and for the payment of the purchase price for all goods purchased by it under this Agreement, regardless of any agreements that the Dealer makes with its customers or any other person.

10. Severability. The parties have executed this Agreement with the intention that every provision of it is valid, lawful, and enforceable. Accordingly, each provision of this Agreement should be applied and interpreted so it is valid, lawful, and enforceable. If a provision of this Agreement (or the application of it) is held by a court to be invalid, unlawful, or unenforceable under applicable law, however, that provision will be considered separable from the remaining provisions of this Agreement, will be reformed and enforced to the extent that it is valid and lawful, and will not affect the validity, lawfulness, or enforceability of any other provision of this Agreement or the application of that provision to a person or circumstances to which it is valid, lawful, and enforceable.

11. Waiver. The failure of any party to require the performance of any term of this Agreement or the waiver by any party of any breach or default under this Agreement will not prevent a subsequent enforcement of the term, nor in any other way affect the effectiveness of the term, nor be deemed a waiver of any subsequent breach or default.

12. Entire Agreement. Amendment. This Agreement constitutes the parties' entire agreement and understanding concerning its subject matter and may not be modified, altered, or amended, and no provision of this Agreement may be waived, except by a writing executed by both parties or, in the case of a waiver, duly executed by the party against which the waiver is being asserted. Except as set forth in this Agreement, the Dealer has not relied on any representation, warranty, or agreement of the Company in connection with the transactions contemplated by this Agreement.

13. Legal Proceedings. The validity, construction, enforcement, and interpretation of this Agreement are governed by the laws of the State of Florida and the federal laws of the United States of America, excluding the laws of those jurisdictions pertaining to the resolution of conflict with laws of other jurisdictions. Each party to this Agreement (a) consents to the personal jurisdiction of the state and federal courts having jurisdiction in Sarasota County, Florida, (b) stipulates that the proper, exclusive, and convenient venue for any legal proceeding arising out of this Agreement is Hillsborough County, Florida, for state court proceedings, and the Middle District of Florida, for federal district court proceedings, and (c) waives any defense, whether asserted by a motion or pleading, that Hillsborough County, Florida, or the Middle District of Florida, is an improper or inconvenient venue. In any mediation, arbitration, or legal proceeding arising out of this Agreement, the losing party shall reimburse the prevailing party, on demand, for all costs incurred by the prevailing party in enforcing, defending, or prosecuting any claim arising out of this Agreement, including all fees, costs, and expenses of agent, experts, attorneys, witnesses, arbitrators, and supersedeas bonds, whether incurred before or after demand or commencement of legal or arbitration proceedings, and whether incurred pursuant to trial, appellate, mediation, arbitration, bankruptcy, administrative, or judgment-execution proceedings. A party to this Agreement who fails to pay when due any amount owed to another party pursuant to this Agreement shall pay to the other party, on demand, interest on the unpaid amount, from the date when due until paid in full, at the annual rate then provided by Florida law for the payment of interest on judgments generally (the current annual rate of interest on judgments is prescribed by section 55.03, Florida Statutes).

"Company"	"Dealer"
JL Marine Systems, Inc.	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____