



**Text Message Baby, LLC**  
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## DROP SHIP AGREEMENT

Drop Ship Agreement between \_\_\_\_\_, hereinafter referred to as “Vendor” and Text Message Baby, LLC, hereinafter referred to as “TMB”.

Submission and approval of this Agreement will immediately entitle Vendor to represent Text Message Baby products through a web-based online store. Representing our products as a drop ship partner will entitle Vendor to a 40% discount off retail pricing. **There is a one-time enrollment fee of \$35 to participate in our drop ship program.**

### Vendor Duties:

- 1) Vendor agrees to sell TMB products at or above listed retail prices as currently listed on [www.textmessagebaby.com](http://www.textmessagebaby.com). Although TMB charges \$5 flat rate shipping through USPS Priority Shipping, it is the Vendor’s discretion as to what to charge their customer for shipping.
- 2) Vendor will place orders for TMB products using our online shopping cart at [www.textmessagebaby.com](http://www.textmessagebaby.com). Vendor’s discount will be applied at time of order placement. Vendor must have a credit card in order to process orders online. We do not provide terms or currently extend credit to online drop shippers.
- 3) Vendor agrees not to transfer use of our graphic images, designs or photography to any other parties. Vendor agrees not to use our graphic images, designs or photography in any other way than to acquire orders specifically for purchase from Text Message Baby, LLC.
- 4) Vendor must provide all information regarding orders (i.e. shipping address, any other order details) in writing. Changes to an existing order must be conveyed via email.
- 5) Although Vendor is not required to recognize the “Text Message Baby” designer name when representing our products, Vendor may not represent our designs or products as their own. We do not allow our products to be sold on Ebay or any other online auction service.
- 6) Vendor will not share discount with any other parties, drop ship partners, customers, family members, etc. Vendor’s discount is for the sole use of Vendor’s online store.

### Text Message Baby, LLC Duties:

- 1) Upon receipt of an order from Vendor, TMB will fulfill the order and ship to the Vendor’s buying customer. The order will ship approximately 2-3 business days after the order is received unless circumstances beyond our control occur. In that case, TMB will notify Vendor via email or phone within 24 hours as to the nature of the delay. In the event, additional information is needed to process the order; delays in shipping may occur if questions cannot be promptly answered.
- 2) Vendor will receive an email confirmation once order has been processed. Tracking information will also be provided at that time.
- 3) If for any reason your customer is not satisfied with their Text Message Baby product, please contact us at [info@textmessagebaby.com](mailto:info@textmessagebaby.com) and we will give you the information that you need in order to complete your return. However, we will not accept items that have been worn and shipping charges on returned items are not refundable.

- 4) TMB grants Vendor right to use product literature, graphic images, photography and copy text deemed necessary to promote and market products on Vendor's website. Graphic images, photography and designs remain the sole property of Text Message Baby, LLC. Said material shall only be granted for use if Vendor intends to be an active drop ship partner.
- 5) TMB agrees that all customer information provided by Vendor shall remain confidential and the property of Vendor for the terms of this agreement. Under no circumstance shall TMB directly market to, attempt to sell to, or otherwise contact Vendors customer without the express written permission of Vendor for the terms of this Agreement.

The term of this Agreement shall be ongoing until either party terminates the Agreement by way of written notice. Said agreement may be modified only by means of a written document signed by both parties.

**I have read and understand all conditions of this Agreement.**

Signed \_\_\_\_\_

Dated \_\_\_\_\_

Position \_\_\_\_\_

Company \_\_\_\_\_

Ph. \_\_\_\_\_

Address \_\_\_\_\_

Fax \_\_\_\_\_

\_\_\_\_\_

Credit Card \_\_\_\_\_

PayPal Acct \_\_\_\_\_

Email \_\_\_\_\_

Website \_\_\_\_\_

Resale# \_\_\_\_\_