

# Memorandum Of Understanding

Date: \_\_\_\_\_

Memorandum of Understanding between National Museum of the Marine Corps Museum Store and  
\_\_\_\_\_

This memorandum of understanding is to set forth an agreement between the National Museum of the Marine Corps-Museum Store, 307 Fifth Ave., Quantico, VA 22134 (hereafter referred to as NMMC-MS) and (name, address, zip)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

as to the terms and conditions of wholesale business between the two principals. This understanding is freely entered into by both parties and is understood to be binding and unless modified and other party notified in writing and counter-signed by both parties will remain in effect for the duration of the MOU. Notification of cancellation must be received in writing thirty (30) days before termination unless for cause. The MOU sets forth the terms and conditions that NMMC-MS and (Organization) will enter into a business association or wholesale seller and wholesale buyer agreement. It is understood that these items are for retail sales by other party and not for sale to third parties which will then resell them.

It is agreed that NMMC-MS and \_\_\_\_\_ will:

- a) Enter into an initial agreement from the date of execution of this MOU by both parties. Unless the MOU is canceled by either party with thirty (30) days written notice prior to the end of the period the term will be extended for an additional year unless the thirty (30) days written notice is given. Extensions for one (1) year periods will continue until there is a termination. Termination may be at any time for cause after due notice to the other party, and giving that party fifteen (15) days to correct the action that created the circumstance for termination of cause.
- b) Specify all terms in writing, including reasons (should it become necessary) for termination of this MOU agreement

- c) Observe all responsibilities and conditions, including generally honoring MSRP identified by NMMC-MS (except by consented-agreed-upon exception for special sales etc...) and conditions under which MOU could become null and void.
- d) Set agreed-upon time frames (dates of delivery from time of order),
- e) Be extended a pricing structure for wholesale and conditions of wholesale
- f) Abide by all provisions in the National Museum of the Marine Corps—Museum Store Wholesale Division Terms and Conditions which are incorporated as ENC-2 of the MOU
- g) The other party will conduct business as an independent contractor and is not affiliated with NMMC-MS as a partner or associate. Any advertising by the other party using NMMC-MS or the Marine Corps Heritage Center must be approved by NMMC-MS
- h) Both parties will hold harmless the Board of Directors, employees, and corporation of the other for any action by third (3<sup>rd</sup>) parties
- i) It is agreed that any litigation will be under the jurisdiction of the Commonwealth of Virginia in the County of Fairfax
- j) This MOU will become null and void if either party does not abide by the MOU terms or the terms of the MOU become illegal by law or regulation. If either party violates the terms the other party will give the offending party thirty (30) days to correct the violation before the MOU becomes null and void.

It is agreed that \_\_\_\_\_ Organization will observe all specified terms, responsibilities, conditions, time frames, dates of delivery from time of order, pricing structure and conditions under which MOU is null and void as delineated herein.

Signed this date: (date)

Signed this date: (date)

\_\_\_\_\_

\_\_\_\_\_

Anthony (Andy) Pineau

(Name)

Retail Director

(Title)

National Museum of the Marine Corps

(Organization)

307 Fifth Ave., Quantico, VA 22134

(Address)