

Date 1 November 1965

FRANCHISE AGREEMENT BUSINESS, LABOR & ECONOMIC AFFAIRS

Dealers Name Gomer's  
Address 308 2nd Ave. South  
City Great Falls State Montana 59401

EXHIBIT No. 4  
DATE 3-13-07  
BILL No. H B 409

AND

MASEK AUTO SUPPLY, INC., Distributor,

agree that the Distributor shall supply to the best of his ability and the Franchised Dealer shall aggressively and, conscientiously promote the sale of

KAWASAKI MOTORCYCLES

during the current model year 1966

Franchised Dealers protected territory:

Great Falls

Signed *Don D. Dailey*, \_\_\_\_\_  
Franchised Dealer Title

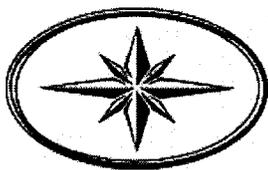
Signed *Paul F. Masek*, \_\_\_\_\_  
Masek Auto Supply, Inc. President  
235 So. David St. Title (Officer)  
Casper, Wyoming

Prepare in triplicate, sign all copies.  
1st.: Dealer.  
2nd: Masek Store  
3rd: Masek Office

# STANDARD PROVISIONS

2006-2007

## POLARIS DEALER AGREEMENT



**POLARIS®**

**2006-2007 POLARIS DEALER AGREEMENT  
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Polaris Sales Inc., 2100 Highway 55, Medina, Minnesota 55340, together with a sample of such materials, together with text, coloring, and a copy of any photograph proposed to be used. If Dealer, for any reason, stops being an authorized dealer of Polaris Products, Dealer must immediately cease all use of the Trademarks, remove all Polaris signs and assign to Polaris any and all rights and interest Dealer acquired in any of the Trademarks as a result of this Agreement. Dealer acknowledges that Dealer has no rights in any such Trademarks and Polaris has no obligation to Dealer to take any enforcement action regarding unauthorized users of the Trademarks. Dealer agrees that any breach of this Section 8 would cause irreparable harm to Polaris, and that, in addition to any other remedies, injunctive relief would be appropriate and reasonable.

#### **SECTION 9: CERTAIN REPORTS**

Upon Polaris' request, Dealer shall furnish Polaris with a detailed written inventory of Dealer's Products, complete sales and warranty information, financial statements, or any additional written reports or other documents, which Polaris believes will assist it in evaluating the market and/or Dealer's performance under this Agreement. Upon Polaris' request, and at least annually, Dealer shall submit a written business plan for Dealer's operations. Such reports/plans shall be in a form specified by Polaris. Dealer agrees that any failure by Dealer to comply with this Section 9 is a material breach of this Agreement.

#### **SECTION 10: POLARIS' OTHER DUTIES**

Except as otherwise provided herein, Polaris' duties shall be limited to:

- a. Providing parts catalogs, service manuals, current servicing information, and such service training as Polaris reasonably deems necessary to qualify Dealer's employees to service the Products (Polaris shall determine the time, place, and frequency of such training); and
- b. Conducting dealer sales reviews.

#### **SECTION 11: RELATIONSHIP WITH POLARIS**

For all purposes, Dealer is an independent business/contractor, and not an agent, employee, partner, joint venturer, or franchisee of Polaris. Dealer shall have the sole right to determine the manner in which Dealer performs Dealer's duties under this Agreement, subject to no control by Polaris, except as otherwise expressly provided in this Agreement. No fiduciary obligations are created by this Agreement.

#### **SECTION 12: CONFIDENTIAL INFORMATION**

Polaris has communicated and will communicate valuable information to Dealer with respect to the Products and their sale, marketing and servicing, as well as promotional and advertising know-how and sales and merchandising information, which is of substantial value to Polaris'

**POLARIS DEALER AGREEMENT**

PARTIES: Polaris Sales Inc. 2100 Highway 55 Medina, MN 55340  02352900 SPORTS CITY CYCLERY  101 57TH ST S GREAT FALLS MT 59405  _____	("Polaris")          ("Dealer" or "You")  ("Authorized Retail Location")   ("Dealer Operator")
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Polaris and You enter into this Agreement, which authorizes Dealer to be a Polaris Dealer for only the following Polaris Line-Makes (as indicated by Polaris) that are specifically designed and sold for retail sales to consumers or businesses: X Snowmobiles, X All-Terrain Vehicles, X RANGER™(Recreation),    Victory Motorcycles, together with parts, accessories, oil and apparel specifically related to the particular Line-Makes indicated in this paragraph (collectively, "Products"). This Agreement is independent and separately enforceable for each Product designated, and the use of this common Agreement is intended to simplify the execution of the Agreement(s). This Agreement grants Dealer no rights to purchase or sell any other Polaris Products or Line-Makes other than those specifically designated in this paragraph.

The Term of this Agreement, unless otherwise terminated or renewed in accordance with the Standard Provisions, shall be from July 1, 2006 through June 30, 2007 ("Term"). This Agreement is non-exclusive as to geography and gives Dealer an appointment to be a Polaris Dealer only in the United States and at the Authorized Retail Location.

**This Agreement includes an arbitration provision (see Standard Provisions, Section 19). The Polaris Dealer Policy Manual is incorporated herein by reference.** The following agreements are also incorporated herein: (None)

By signing below, Dealer and Polaris agree to comply with all of the provisions of this Agreement including those in the Standard Provisions, which are included and incorporated herein. This Agreement will not become effective until signed by an Authorized Polaris Representative.

By \_\_\_\_\_  
 (Authorized Polaris Representative)

By  \_\_\_\_\_

Dated: \_\_\_\_\_

Title: pres. Dan O'Dailey  
 (Authorized Dealer Signature)

Dated: 06-23-06