

## AUTHORIZED DEALER AGREEMENT Standard Provisions

**These Standard Provisions** are part of an Authorized Dealer Agreement entered into by and between or among Toro, the Distributor, if any, and the Dealer each identified on the separate "Signature Page" hereto which Signature Page specifically incorporates these Standard Provisions by reference. In certain markets and for certain products there may not be a Distributor interposed between Toro and the Dealer, but purchases will be direct from Toro. These Standard Provisions and the Signature Page together constitute the Authorized Dealer Agreement (herein referred to as the "Agreement").

**Section 1. AUTHORIZED PRODUCTS -- DEFINITION.** For all purposes of this Agreement the term "Authorized Products" shall mean the Toro products under their brand names and trademarks as indicated on the Signature Page.

### For Authorized Product Sales Dealers (as identified on the Signature Page):

**Section 2. DEALER AUTHORIZED PRODUCT SALES COMMITMENT.** Dealer hereby commits to purchase, promote and resell Authorized Products at retail, on a non-exclusive basis, from the Location as indicated on the Signature Page and use its best efforts to build market share. This Agreement contemplates the purchase by Dealer of whole goods, accessories and attachments from either Toro or Distributor pursuant to such terms, discounts, financing programs and conditions as Toro or Distributor as the case may be, shall independently establish and transmit from time to time. Dealer agrees not to sell Authorized Products for resale without advanced written authority from either Toro or Distributor. All orders for products purchased from Toro shall be subject to acceptance or confirmation only by Toro. Dealer agrees to register the sale of each product via standard paper warranty registration card, the online registration system, or EZ-Link Dealer Connectivity within 10 days of delivery to the customer. **For Landscape Contractor Equipment Products ONLY:** Dealer agrees to fully set up, inspect, prepare for service and adjust all products at dealer's facility prior to delivery to the customer by Dealer. Dealer agrees to thoroughly explain and demonstrate the safe operation and maintenance of all products to the customer. Dealer agrees to present the operator with the owner's manual and warranty statement at the time of delivery.

**Section 3. TERMS AND CONDITIONS OF SALE OF AUTHORIZED PRODUCTS.** The specific terms and conditions of sale of applicable Authorized Products shall be set forth by Toro or the Distributor in separate descriptions contained in a Toro Marketing Guide and/or a Toro Dealer Sales Policy Manual (if the sale is by Toro) or a similar guide which provides specific information and describes conditions for (in each case as may or may not be applicable from time to time in the discretion of Toro or the Distributor) various pricing, promotional programs, credit terms, floor plan programs and payment terms, service charges, interest, and other terms and conditions. Such terms and conditions may change from time to time and will be reflected in modifications of such marketing or similar guides which will be supplied by either Toro or the Distributor. For direct sales by Toro to the Dealer, risk of loss and title transfers when the Authorized Products are delivered to a common or contract carrier and shipped by Toro F.O.B. origin. This risk of loss and title transfer will also apply to shipments in a vehicle owned or leased by Toro.

### For Authorized Service & Parts Dealers (as identified on the Signature Page):

**Section 4. PERFORMANCE.** Dealer shall employ an adequate staff of service technicians and provide such supervision as will permit service work on Authorized Products and their engines to be completed in a prompt and efficient manner; and shall provide a continuing program of training and retraining for its staff as specified in any Service Bulletin or other written communication issued by Toro. Dealer shall maintain the facilities as necessary to properly service the Authorized Products at all times during reasonable business hours. Dealer shall provide and maintain a safe, clean, and efficient service shop with adequate equipment, tools, and technical manuals, as recommended by Toro, to perform routine and warranty service on all Authorized Products, regardless of origin of purchase. Service tools and manual recommendations shall be supplemented from time to time as may be reasonably requested by Toro. Current recommendations will be listed on the Toro Dealer Portal. Toro shall also provide appropriate service information, including maintenance procedure recommendations, appropriate service manuals and bulletins; shall offer service schools and other training opportunities; and shall provide such other reasonable support and information as will permit Dealers to provide adequate service capability for all Authorized Products. Dealer shall follow all warranty and customer relations policies as outlined in the Service Dealer Warranty Manual. This manual will be updated from time to time and will be available on the Toro Dealer Portal.

**Section 5. WORKMANSHIP.** Dealer shall effect repairs of the highest quality in accordance with the approved Toro (or vendor) procedures. Dealer shall provide customers a 60 day warranty on all repairs. With the exception of standard shelf parts such as non-critical fasteners and the like, Dealer shall use only parts manufactured, sold, recommended or approved by Toro in order to service and repair Authorized Products, to thereby maintain the quality, safety and performance of Authorized Products and continue the validity of the warranty. Dealer shall carry a sufficient stock of parts for the Authorized Products as recommended by Toro to permit efficient servicing of all such products.

**Section 6. IDENTIFICATION.** Dealer shall properly identify itself by displaying certificates or signs, as made available by Toro, each of which includes, as appropriate, the standard Toro or Lawn-Boy logo, and the identification "Service Dealer," and shall also identify itself in like manner in any advertisements, circular or telephone listings, consistent with the trademark usage policies and practices of Toro. It is understood and agreed that all such identification shall be removed and eliminated immediately (20 days) upon termination or non-renewal of this Agreement. Dealer agrees to pay Toro \$10,000 in liquidated damages, or Toro's actual damages if greater than \$10,000, if Dealer fails to remove and eliminate all such identifications immediately (within 20 days) upon termination or non-renewal of this Agreement.

**Section 7. SERVICE MATERIALS FROM TORO.** As determined necessary by Toro, Dealers will be sent service materials and may be charged for materials.

**Section 8. ELECTRONIC COMMUNICATION WITH TORO (eDEALER PROGRAM).** Dealers that participate in the eDealer Program shall meet all program requirements as defined on the Toro Dealer Portal. A business email address is required and must be maintained. Email address maintenance should be done on the Toro Dealer Portal.

**Section 9. VENDOR COMPONENTS.** In the event service required by a customer involves accessories or components where parts and warranty support is normally available through another manufacturer, Dealer shall make reasonable arrangements for performance of the requested service in such manner as to minimize inconvenience and cost to such customers.

**Section 10. ENGINE SERVICE CAPABILITY.** Dealer shall attain and maintain status as at least an "Unlisted Engine Service Dealer" for all engines utilized on the Authorized Products and maintain the suggested tools, parts stock, and manuals.

**Section 11. CLAIMS, REGISTRATION AND RECALLS.** Dealer shall:

- (i) Submit claims for reimbursement under the applicable warranty within thirty days after making repair or replacement for customers, using claiming procedures following the warranty policies of Toro. Warranty policies shall be updated and published from time to time and will be available on the Toro Dealer Portal;
- (ii) Retain defective parts replaced under warranty for 30 days after credit is received. Parts shall be returned to Toro upon request;
- (iii) Register Toro products that it sells. Although a Toro registration card is supplied with every serialized product, the preferred method of registration is to complete the information on the Toro online Warranty & Registration System. Registrations must be made within 10 days of the sale.
- (iv) Fully implement all Toro programs to effect a formal product recall, and cooperate with Toro in the rework of any Authorized Product which may contain a product defect.

**Section 12. DEFECTS.** Dealer shall immediately report to Toro any defect on any Authorized Product which appears to present a safety hazard to the operator or to bystanders. In the event Dealer observes an inoperable safety device or potentially hazardous condition on an Authorized Product, Dealer shall refrain from selling such product until corrected or, if previously sold and in use by a customer, shall inform such customer of the problem and the risks associated therewith, offer to repair same at customer's expense if not warrantable, and maintain adequate records in support of such procedures.

**Section 13. PRODUCT MODIFICATIONS OR ATTACHMENTS; RECOMMENDATIONS TO CUSTOMERS.** Dealers must not:

- Recommend the use of any attachments or devices not authorized by Toro for use with any Authorized Product;
- Alter (as contrasted with repair or maintain) any Toro Product or Toro Part, except when required by a manufacturer's service bulletin or notice or by local safety laws, regulations and interpretations, and with the written approval of Toro;
- Authorize or encourage application or use of an Authorized Product inconsistent with the specifications or the recommendations of Toro; or
- Recommend fuels, lubricants or maintenance procedures contrary to the technical recommendations of Toro for Authorized Products.

If Dealer does not abide by the foregoing, Dealer shall indemnify Toro for any liability of personal injury or property damage and any legal or other costs incurred by Toro as a result thereof.

## **For Authorized Service & Parts Dealers and Authorized Parts Only Dealers (as identified on the Signature Page):**

**Section 14. DEALER AUTHORIZED SERVICE & PARTS COMMITMENT.** Dealer hereby commits to: (a) purchase, promote and resell replacement spare parts for the Authorized Products at retail, on a non-exclusive basis, from the Location as indicated on the Signature Page; (b) and use its best efforts to build market share; and (c) provide effective post sale service on all Authorized Products, including warranty service, regardless of origin of purchase. This Agreement contemplates the purchase by Dealer of accessories, service parts and attachments from either Toro or Distributor pursuant to such terms, discounts, financing programs and conditions as Toro or Distributor as the case may be, shall independently establish and transmit from time to time. Dealer agrees not to sell replacement spare parts for resale without advanced written authority from either Toro or Distributor.

**Section 15. TERMS AND CONDITIONS OF SALE OF AUTHORIZED PARTS.** The specific terms and conditions of sale of applicable replacement spare parts shall be set forth by Toro or the Distributor in separate descriptions contained in a Toro Marketing Guide and/or a Toro Dealer Sales Policy Manual (if the sale is by Toro) or a similar guide which provides specific information and describes conditions for (in each case as may or may not be applicable from time to time in the discretion of Toro or the Distributor) various pricing, promotional programs, credit terms, floor plan programs and payment terms, service charges, interest, and other terms and conditions. Such terms and conditions may change from time to time and will be reflected in modifications of such marketing or similar guides which will be supplied by either Toro or the Distributor. For direct parts sales by Toro to the Dealer, risk of loss and title transfers when the parts are delivered to a common or contract carrier and shipped by Toro F.O.B. origin. This risk of loss and title transfer will also apply to shipments in a vehicle owned or leased by Toro.

**Section 16. ACCEPTANCE OF ORDERS WHEN PARTS PURCHASED FROM TORO.** All orders for replacement spare parts for Authorized Products shall be subject to acceptance or confirmation by Toro and shall be subject to the programs in effect from time to time, indicated by terms on any invoice from Toro. All sales of replacement spare parts for Authorized Products pursuant hereto shall be on a cash basis, except for such extension of credit as Toro may elect to grant to Dealer from time to time. Toro may reduce or eliminate any credit availability granted to Dealer without notice to Dealer at the sole discretion of Toro. In all instances, the entire amount of any invoice submitted to Dealer by Toro shall be paid to Toro not later than the date designated by Toro thereon. Toro shall have the absolute right to refuse shipment and delivery of any order to Dealer if Dealer has a past due account with Toro or any other unresolved credit issues.

**Section 17. RESHIPMENT AND CANCELLATION WHEN PARTS PURCHASED FROM TORO.** Dealer agrees to pay to Toro forthwith on demand all expenses incurred by Toro arising out of the change or cancellation of any order after acceptance by Toro including, but not limited to, the cost of diversion, cancellation, or reconsignment of shipment at the option of Toro.

**Section 18. DELAYS WHEN PARTS PURCHASED FROM TORO.** Toro shall not be liable to Dealer or others for any losses, damages or expenses of Dealer or others resulting from delay or failure to deliver for any reason any replacement spare parts for Authorized Products including, but not limited to, delays or failure to deliver due to matters beyond the control of Toro; acts of God, acts of governmental agencies, war, fire, terrorism, flood, strike or labor trouble, priorities or allocations instituted by Toro adopted in conformance with any order or request of any government agency, scheduling or unavailability of sufficient or suitable materials or transportation facilities. If Toro deems it is unable to deliver any replacement spare parts for Authorized Products for which it has accepted any order, Toro may cancel such order at its discretion and return to Dealer any amount received to apply on the purchase price of such order.

**Section 19. RESPONSIBILITY WHEN PARTS PURCHASED FROM TORO.** Dealer assumes all responsibility for replacement spare parts for Authorized Products after Toro delivers any replacement spare parts for Authorized Products to carrier for shipment to Dealer or Dealer's customer, and no loss or damage from any cause during the period between such delivery and Dealer's payment in full of the amount due to Toro shall relieve Dealer from the obligation of Dealer to Toro for such order. No claims for shortages in shipment under this Agreement will be considered by Toro unless made in writing within ten (10) days after receipt of such shipment by Dealer.

**Section 20. TAXES WHEN PARTS PURCHASED FROM TORO.** Dealer agrees to defend and hold harmless Toro against any and all taxes assessed in connection with all replacement spare parts for Authorized Products purchased by Dealer from Toro and to pay such taxes on or before the due date therefore.

## For All Dealers:

**Section 21. REFERRALS:** Dealer agrees to allow Toro to publish Dealer's name and address for the purpose of referring customers to Dealer for sales, service and parts assistance as identified on the Signature Page. Dealer shall treat all customers with professionalism, courtesy, and respect.

**Section 22. PRODUCT LEADERSHIP.** Toro shall manufacture or specify quality Authorized Products, service parts, accessories and attachments. Toro shall also establish and administer a fair and equitable warranty program for Authorized Products as may be necessary and appropriate, and ensure that Dealer's customers are provided with adequate service availability for all Authorized Products. However, Toro neither assumes, nor authorizes Distributor or Dealer to assume for it, any other obligations or liability in connection with the Authorized Products without Toro's prior written consent, and in no event shall Toro be liable for special, incidental or consequential damages, or for loss of profits of Dealer or any of its customers.

**Section 23. TRADEMARKS.** Toro grants to Dealer the right and express non-exclusive license to use the "Toro," "Wheel Horse," and "Lawn-Boy" trademarks and other trademarks, trade names and logos of Toro and Lawn-Boy applicable to the Authorized Products, hereinafter collectively referred to as "Trademarks", in such careful fashion as may be authorized by Toro from time to time in connection with the sale and/or servicing of Authorized Products. Dealer agrees to (a) not claim any right, title or interest in or to any of the Trademarks, whether by virtue of use thereof under the terms of this Agreement, (b) utilize the Trademarks to advertise the Authorized Products and/or parts, provided that such advertising shall not in any way indicate that Dealer is an agent or corporate affiliate of Toro, (c) resell the Authorized Products and/or parts with all Trademarks in the exact form as applied to the Products and/or parts by or on behalf of Toro, and (d) discontinue any use thereof upon demand by Toro or upon termination of this Agreement. In addition, Dealer commits to meet or exceed any and all Toro quality standards for retailer dealer sales and services.

**Section 24. LICENSE REVOCATION.** Toro reserves, and shall have the continuing, exclusive and unilateral right, upon any misuse of any Trademarks licensed under Section 23 above, to revoke the trademark license herein granted by written notice to Dealer, and failure to cure such breach within thirty (30) days following such notice and such revocation shall automatically terminate the appointment from Toro to serve as a Dealer hereunder. Upon such revocation, or upon expiration hereof as provided below, Dealer shall discontinue completely any and all use of the Trademarks for any purpose whatsoever, except that Dealer shall have the continuing non-exclusive right and license to use the Trademarks TORO and LAWN-BOY (but not the logo style of either or any previously authorized sign of Toro) in connection with its remaining or subsequently acquired inventory of Authorized Products. Should Dealer fail to discontinue such practices, Dealer agrees to pay Toro as liquidated damages, and not as a penalty, the sum of Two Thousand Five Hundred Dollars (\$2,500) or Toro's actual damages, whichever is greater, and to otherwise indemnify and hold Toro harmless from all resultant costs and expenses, including attorney's fees.

**Section 25. PRODUCT CHANGES, DELAYS AND INDEMNITY.** Toro reserves the right to discontinue, change or improve any of the Authorized Products or parts in its sole discretion, provided that it shall use discretion and endeavor to protect the interests of Distributor and Dealer as to such changes; and shall have no liability either to Distributor or Dealer on account of delay in delivery of, or inability to manufacture, any Authorized Products or parts for any reason whatsoever, whether or not beyond Toro's reasonable control except as directed by manufacturer's service bulletin or parts bulletin or notice. Dealer shall not alter or change any of the Authorized Products or parts furnished hereunder, nor affix or remove any label of any kind thereto (other than appropriate notice labels designating source of sale and service), and shall not sell or recommend/use any device attachment, fuel, lubricant or maintenance procedures for products which have not been approved in advance by Toro.

Furthermore, Dealer shall not remove or obliterate any of the trademarks, patent numbers, name plates or other markings on the Authorized Products or parts, nor do or suffer to be done any act or thing which will in anyway impair the ownership rights of Toro in the Trademarks, nor do anything that would in any way impeach or lessen the validity of the patents or trademarks under which the Authorized Products or parts are manufactured or sold. In the event of any violation hereof, the warranty of Toro shall terminate and Dealer shall indemnify and hold harmless Distributor, Toro, and product customers, from all liability and cost related thereto, including attorney's fees.

**Section 26. BUSINESS ASSISTANCE AND PROGRAM RESPONSIBILITY.** Toro and/or Distributor shall offer business assistance and support to Dealer in connection with advertising and sales promotion, formulation of effective plans and programs and prompt dissemination of appropriate service information; and shall keep Dealer informed of marketing and sales plans and other developments. The primary direction and control of Dealer's business shall remain with Dealer, and nothing herein shall be interpreted to limit or control the resale of Authorized Products or parts by Dealer with respect to the prices, terms, discounts, advertising, financing, or other aspects of the overall sales efforts of Dealer. Dealer is not authorized to make any investments in connection with the sale or service of Authorized Products or parts, other than the purchase of Authorized Products or parts hereunder. Dealer shall maintain a registration system which enables Toro and Distributor to monitor product movement, evaluate the effectiveness of marketing programs, and give appropriate notice to customers in connection with legitimate business purposes including the recall of any Authorized Products which may present an unreasonable risk of injury.

**Section 27. DEALER NOT AGENT.** Dealer is not authorized to assign this Agreement, nor to act as legal agent for either Distributor or Toro, nor to assume or create obligations of any kind in behalf of either, nor to accept service of legal process of any kind addressed or intended for either.

**Section 28. SERVICE CHARGE.** Any obligation of Dealer due to Toro which is not paid when due shall bear service charges from such due date until paid at the rate determined by Toro from time to time not exceeding 2½% per month or the highest rate permitted by the laws of the state of Dealer's location.

**Section 29. DISTRIBUTOR SERVICE OBLIGATIONS-DEALER SUPPORT.** In the event there is a Distributor with respect to the Toro products covered by this Agreement, this Agreement shall not be effective until the Distributor identified on the Signature Page has signed this Agreement. By such authorization, Distributor agrees to the terms of this Agreement. Distributor shall maintain adequate facilities, technically proficient personnel, and warranty and customer relations support as may be necessary to effectively support Dealer's retail servicing needs. Distributor shall also maintain regular communications, including field visits, and conduct regular service schools for dealers to ensure Dealer is

able to provide proper service capability for all Authorized Products. Distributor agrees to provide specific support measures as may reasonably be specified by Toro from time to time. Distributor shall direct any dealer which is doing business with Distributor to cease any activity of which Distributor has notice, which in any way violates this Agreement, and Distributor shall notify Toro in writing in the event such Dealer fails to cease such activity.

**Section 30. TERMINATION OF AGREEMENT.** This Agreement shall terminate on the date indicated under "Duration" on the Signature Page, provided that this Agreement and all rights and privileges of the Dealer hereunder may be canceled and thereby terminated by any party with or without causes upon written notice of cancellation to the other parties at least thirty (30) days in advance of such cancellation. For this purpose, notice to Toro shall be addressed to the Consumer/LCE Customer Care Department of Toro and notice to Distributor (if applicable) shall be mailed to the principal address of the Distributor and notice to the Dealer shall be mailed to the last address for Dealer as appears on file with Toro. Notwithstanding the foregoing, the Agreement may be terminated immediately for Dealer's breach of a financing or credit agreement with Toro or any of Toro's subsidiaries or affiliates.

**Section 31. TERMINATION OBLIGATIONS.** Absent specific evidence to the contrary, the parties hereto agree that no inference of conspiracy or agreement will result from discussions with other customers or distributors, or the receipt of information from them. Under no circumstances shall Toro be liable to Distributor, Dealer or any other person, nor shall Distributor be liable to Dealer or any other person, for any special or consequential damages. Absent a separate agreement or applicable law, neither Toro nor Distributor shall have any obligation to repurchase or accept return of any Authorized Products purchased by Dealer hereunder; provided, however, that Toro shall have the option to repurchase any and all Authorized Products, including new and unused whole goods, accessories and attachments, in good condition and of current manufacture in their original cartons, and service parts, such option to be exercised by written notice within thirty (30) days following the effective date of any such termination or expiration, and Dealer shall then ship such repurchased Authorized Products, freight prepaid or as otherwise agreed, to such location as Toro may designate. The following replacement spare parts shall not be returned to Toro for repurchase: (a) any parts which the Dealer purchased from Toro at a purchase price of \$3.00 or less per each part or item, (b) obsolete parts or parts that have been superseded by other parts, (c) excess amounts of parts under standards applied by Toro to similarly sized dealers, or (d) belts, oil seals, tires, tubes, valve stems and other rubber products or gaskets. The repurchase price for such replacement spare parts or whole goods for Authorized Products shall be based on Dealer's original purchase price from Toro, less (a) a 15% restocking and/or transfer charge, (b) reclaimed freight which includes any unpaid freight cost incurred for the original delivery of all property sold by Toro to Dealer and any freight costs for the redelivery of any repurchased property to the location designated by Toro and (c) reclaimed rebates which includes all credits, cash rebates or value of all premiums granted to Dealer for items purchased under a sales promotion program where such items are repurchased by Toro, (d) a usage charge for such equipment which is not in new or unused condition, and (e) any other costs incurred by Toro which are associated with the return or transfer of merchandise. Dealer also agrees that upon the termination or cancellation of this Agreement, neither Toro nor Distributor shall be liable to Dealer for claims for freight, storage, taxes, or other charges of any nature. Dealer shall remove forthwith at the expense of Dealer from its letterhead, advertising literature, and place of business all references to "Toro," "Wheel Horse," and "Lawn-Boy" and shall not thereafter use any similar name or mark or do any other act tending to use or impair trademarks, trade names and confidential material belonging to Toro. All collection/legal fees incurred in collecting outstanding amounts shall be repaid by the Dealer.

**Section 32. MEDIATION AND ARBITRATION.** If any dispute arises out of or relates to the formation of this Agreement or the performance or breach or termination of this Agreement (but not as to collection of amounts owing as to which the remedies under the UCC and otherwise shall still be applicable and not as to disputes relating to the ownership and validity of the Trademarks), the parties agree first to try in good faith to settle the dispute by mediation under the Commercial Mediation Rules of the American Arbitration Association, or United States Mediation and Arbitration Services, before resorting to arbitration. Thereafter, any remaining unresolved controversy or claim arising out of or relating to this Agreement, or the performance or breach or termination of this Agreement shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

**SECTION 33. WAIVER.** No delay or failure by any party in exercising any of its rights hereunder, or in the partial or single exercise of such rights, shall operate as a waiver of that or any other right. A waiver by a party of any particular default will not affect or impair that party's right with respect to any subsequent default of the same or of a different nature.

**Section 34. ENTIRE AGREEMENT; AMENDMENT.** This Agreement (consisting of these Standard Provisions and the Signature Page) constitutes the entire agreement of the parties with respect to the matters referred to herein and supersedes any prior or contemporaneous understanding or agreement with respect to such matters. This Agreement may be amended only by a written instrument executed by all of the parties to it.

**Section 35. CHOICE OF LAW.** THIS AGREEMENT SHALL BE DEEMED TO HAVE BEEN MADE IN THE STATE OF MINNESOTA, AND SHALL BE CONSTRUED, INTERPRETED, GOVERNED BY AND APPLIED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MINNESOTA. IN THE EVENT OF LITIGATION, DEALER CONSENTS TO THE JURISDICTION OF ANY COURT OF GENERAL JURISDICTION LOCATED WITHIN THE COUNTY OF HENNEPIN, STATE OF MINNESOTA, WITH RESPECT TO ANY LEGAL PROCEEDINGS ARISING OUT OF OR RELATED TO THIS AGREEMENT.

**Section 36. INVALIDITY.** Any provision of this Agreement which is invalid or unenforceable under the laws of any place where the Agreement is to be performed or is sought to be enforced shall be deemed inoperative as between the parties and as to such place without invalidating such provision elsewhere or any of the other provisions of this Agreement.

**Section 37. TORO ACCEPTANCE OF THIS AGREEMENT.** This Agreement shall not be effective until accepted and the Signature Page is signed by Toro at its principal executive offices in the State of Minnesota.