**Dealer Sales Agreement**

This Agreement, made this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, by and between (Manufacturer’s Name), a (State) corporation, having a principal place of business at (Street, City, State, Zip Code), (hereinafter called 'Manufacturer'), and (Dealer), a(n) (individual) (partnership) or (corporation organized under the laws of the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_), doing business as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, with a principal place of business at (Street, City, State, Zip Code), (hereinafter called 'Dealer').

WITNESSETH:

In consideration of the mutual covenants herein contained, IT IS AGREED as follows:

1. The purpose of this Agreement is to promote the development of the market for the Manufacturer’s products and the long-term goodwill of the Dealer throughout the Manufacturer’s sale to the Dealer of reliable products to be sold, installed and serviced by the Dealer to the satisfaction of the end-user.

2. The Manufacturer and Dealer agreed that throughout the term of this Agreement and in the interpretation of this Agreement, they will act in a fair, equitable and ethical manner to each other as well as to the end-user.

3. The Manufacturer and Dealer agree that the proper servicing and installation of the Manufacturer’s products is most important to the promotion and development of the market for the Manufacturer’s products and the long-term goodwill of the Dealer.

4. This Agreement applies to Manufacturer’s full line of (Product Line) products which may be expanded from time to time by the Manufacturer who shall, upon introduction of a new product within this line, immediately offer same to Dealer for sale and service.

5. Manufacturer hereby appoints the Dealer as an (exclusive, non-exclusive) authorized retail dealer of Manufacturer’s products from the authorized sale and service locations of:

(Street, City, State, Zip Code)

within the geographic area of (exclusive) primary responsibility of:

(Street, City, State, Zip Code)

wherein Dealer is capable of servicing and installing Manufacturer’s products.

6. Manufacturer shall sell and Dealer shall purchase Manufacturer’s products and parts therefore as set forth in Paragraph 4 hereof at the current published dealer price minus applicable discounts at the time of placing order. For a minimum of twelve (12) months or until the expiration of any existing maintenance agreements for Manufacturer’s products, whichever period is longer, Manufacturer agrees that following the termination of this Agreement it will continue to sell Dealer parts, schematics and reference manuals at the then current dealer prices.

7. Manufacturer and Dealer shall mutually establish fair and equitable standards of performance. Such standards shall reflect the actual manufacture and sales of Manufacturer’s products, the potential of the area, the special circumstances of the Dealer and other office machine dealers in its market area. Manufacturer and Dealer may mutually revise such standards annually as conditions may require. Manufacturer and Dealer represent that Schedule A attached hereto and made a part hereof is in accord with the standards of the paragraph and have been assigned on a non-discriminatory basis.

8. Manufacturer and Dealer agree that the Dealer’s ability to properly service and install Manufacturer’s products is a primary basis for the entry of this Agreement. Dealer shall maintain adequate sales and service facilities, maintain adequate inventories and insure that employees receive proper sale, service and installation training. Manufacturer agrees to provide timely service training to Dealer and employees.

9. The Dealer shall act in a fair, equitable and ethical manner to the Manufacturer and end-user. Manufacturer shall act in a non-discriminatory, fair, equitable and ethical manner during the course of the Agreement and in terminating this Agreement. In any review by an Appeal Board pursuant to Paragraphs 15, 16 and 17 hereof and in any legal proceeding affecting this Agreement and the relationship established by it, the burden of proof shall be upon the Manufacturer.

10. Manufacturer shall give the Dealer \_\_\_\_\_\_\_\_ days prior notice of any price change and shall reimburse the Dealer for the amount of price reductions for those products in inventory within \_\_\_\_\_\_\_\_ days of the effective date of such reduction.

11. To protect the end-user and promote goodwill, the Manufacturer will provide a warranty in conjunction with the sale of products to the Dealer. In the event that a Dealer sells any product for use outside the area where Dealer can adequately provide installation and warranty service, Dealer shall immediately make appropriate arrangements to have such installation and warranty service provided by another authorized dealer. Dealer shall pay such other dealer an allowance for installation and warranty service of \_\_\_\_\_\_\_\_ percent (\_\_\_\_%) of the then current suggested retail price of the product sold. This allowance is designed to give the recipient dealer reasonable compensation for installation and warranty service to be performed, and acknowledges the importance of the service and installation to the end-user in conjunction with every sale. Dealer agrees to provide installation and warranty service for products sold by other for use within its territory, subject to Dealer’s receipt of the appropriate allowance herein provided. Said allowance may be revised by Manufacturer from time to time as circumstances dictate.

12. This Agreement does not have any expiration date. However, Manufacturer may terminate this Agreement by written notice to the Dealer by registered mail, return receipt requested, effective ninety (90) days from the receipt of the notice if the Dealer fails to substantially comply with the provisions of this Agreement and has not made a reasonable effort to comply with the provisions of the Agreement upon notice of said deficiency.

13. Manufacturer may also terminate this Agreement by written notice to the Dealer by registered mail, return receipt requested, effective ten (10) days from receipt of the notice if the Dealer becomes seriously delinquent in the payment of any undisputed account, becomes insolvent, makes an assignment for the benefit of creditors, or files or has filed against it a valid petition in bankruptcy. For purposes of this paragraph, 'seriously delinquent' shall mean \_\_\_\_\_\_\_\_\_\_\_ days or more.

14. The Dealer may terminate this Agreement by giving Manufacturer \_\_\_\_\_\_\_\_\_\_ days’ written notice.

15. The Dealer may request a review of notice of termination by an Appeal Board, by addressing such request in writing by registered mail, return receipt requested, to the Manufacturer and to the Business Technology Association, 12411 Wornall Road, Kansas City, Missouri 64145, within thirty (30) days of the receipt by the Dealer of any notice pursuant to Paragraphs 12 and 13.

16. The Chairman of BTA’s Industry Relations Committee shall first attempt to resolve the dispute through the cooperation of the Manufacturer. If the Chairman is unable to resolve the dispute within sixty (60) days, then the Appeal Board shall be composed of one arbitrator chosen in accord with the rules of the American Arbitration Association. Notice of the hearing is to be given to the parties hereto in writing by registered mail, return receipt requested, addressed to said parties at the addresses herein set forth. All arbitration proceedings shall be conducted in accord with the rules of the American Arbitration Association at the Branch of the American Arbitration Association closest to the Dealer’s authorized location.

17. (a) If the Appeal Board finds in writing that the termination was in accord with this Agreement, the termination shall become effective as of the original effective date of termination and the Dealer shall pay the fees and expenses of the Appeal Board.

(b) If the Appeal Board finds in writing that the termination was in not in accord with this Agreement, then Manufacturer shall pay the fees and expenses of the Appeal Board.

(c) During the pendency of any Appeal Board hearing between the parties hereto, Manufacturer agrees not to appoint another dealer within Dealer’s geographic area of responsibility, or to interrupt the delivery of Manufacturer’s product, supplies, parts, or reference materials to Dealer.

18. In the event of termination of this Agreement, Manufacturer shall repurchase at Dealer’s option all unused in-box inventory of Manufacturer’s products and parts at the price paid by Dealer at time of purchase.

19. This Agreement constitutes the entire Agreement, and supersedes and cancels all previous agreements.

20. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representative, successors and assigns. Any transfer by the Dealer must be approved in writing by the Manufacturer; however, such approval shall not be unreasonably withheld by the Manufacturer.

21. The Manufacturer’s name and trademark are registered in the United States. No Dealer shall have the right to use this name and trademark without the written consent of the Manufacturer. In the event of termination of this Agreement, Manufacturer has the right to withdraw this consent.

22. This Agreement shall be governed by the law of the State of (Name of State); wherever possible each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall not invalidate the remaining provisions of this Agreement.

DEALER: MANUFACTURER:

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By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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