



Staying Home Corporation
2501 Anaconda Road
P.O. Box 37
Harrisonville, MO 64701
816.380.2427
www.stayinghome.com

Staying Home Corp – Dealer Agreement
2501 Anaconda Road
P.O. Box 37
Harrisonville, MO 64701
www.stayinghome.com

THIS AGREEMENT is to become effective the _____ day of _____ 20_____ between Staying Home Corp. (SHC) with its principal place of business at 2501 Anaconda Road, Harrisonville MO 64701 and the Dealer as detailed below.

Dealer Name: _____ **with its place of business for the retail sale of SHC products covered by this agreement located at:**
Address _____
City _____ **State** _____ **Zip** _____ **E-mail** _____
Work Phone _____ **Cell Phone** _____

DETAILS OF AGREEMENT

1. PURPOSE

This Agreement is to establish “Dealer” as a distributor of SHC with the non-exclusive right to sell at retail SHC Products and Services, including parts and accessories in the trade area served by Dealer and to establish the responsibilities of both parties.

2. RESPONSIBILITY OF DEALER

Dealer shall commit to the following:

- a) Aggressively promote the sale of SHC Products and Services,
- b) Properly staff and train sales, service, and other personnel with respect to SHC Products and Services, including technical information, warranties, pricing, and other associated corporate information necessary to promote SHC in a professional manner
- c) Provide market feedback, participate in dealer programs when able, and represent SHC in a legal and honest manner pertaining to representation of claims of Products and Services.

3. TRADEMARKS/TRADE NAMES

Dealer is hereby licensed to use the SHC name, trademarks, logos, and other intellectual property in the normal course of distributing and promoting SHC Products and Services in advertising, promotional materials, brochures, and other marketing avenues. The Dealer agrees not to use the SHC name as part of the Dealer’s name or in any manner which would misrepresent the relationship between Dealer and SHC. Dealer may represent itself as an “authorized dealer” of SHC. SHC retains the right to limit the Dealer’s license to use the SHC name and trademarks. Upon termination of this Agreement, Dealer shall immediately cease representing itself as a dealer of SHC and shall cease, remove, and obliterate use of all SHC names and trademarks and any signs, marketing pieces, promotional literature, or other material, of whatever nature, identifying Dealer as a dealer of SHC.

4. GENERAL

- a) Dealer is not an agent or employee of SHC, nor is Dealer authorized to incur any obligations or make any representations on behalf of SHC.
- b) This Agreement is binding on the parties, their heirs, executors, administrators, successors and assigns.
- c) If any provision of this Agreement shall be held unenforceable, then the remainder of this Agreement shall not be affected thereby.
- d) No waiver by SHC of any default under this Agreement by Dealer shall be deemed a waiver of any prior or subsequent default by Dealer hereunder.
- e) All understanding and agreements between the parties are contained in this Agreement which supersedes and terminates all other agreements between the parties. The rights of either party pertaining to products sold by SHC to Dealer under previous arrangements will be governed by this Agreement, provided, however, that nothing contained in this Agreement will, in any way, alter or change the rights and obligations of the parties pursuant to any security agreements or other agreements presently in existence.
- f) SHC reserves the right to modify and/or update this Agreement consistent with the modification and / or updating of all agreements Company has with other similar dealers, and replace or substitute such modified or updated agreement for this Agreement and such replacement or substitution shall not constitute termination of this Agreement. Failure of Dealer to execute such replacement or substitution agreement within 30 days of it being offered shall constitute automatic termination of this Agreement by Dealer.
- g) *This Agreement will be governed by the laws of the State of Missouri.

5. TERMS OF SALE

Upon acceptance by SHC of a Dealer's order form for Products, the dealer's terms & actual cost will be the current "Dealer Price" when the order is placed. All shipments are F.O.B., SHC location. All orders are to be pre-paid prior to shipment unless prior authorization and acceptable credit check is approved by the President of Staying Home Corp.

6. LIMITED WARRANTY: Seller warrants that the Goods (and component parts thereof) manufactured by Seller will be free from defects in material and workmanship under normal use and regular service and maintenance from the date the product is purchased (or part thereof), unless otherwise specified by Seller in writing. Warranty period shall be as stated in the specification / owner's manual and varies for each product. Optional products purchased by Seller from a third party for resale to Buyer ("Resale Products") shall carry only the warranty extended by the original manufacturer. **THESE ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY SELLER WITH RESPECT TO**

THE GOODS AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS OR OTHERWISE, AND WHETHER OR NOT SELLER'S PRODUCTS ARE SPECIFICALLY DESIGNED AND/OR MANUFACTURED BY SELLER FOR BUYER'S USE OR PURPOSE.

These warranties do not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence (other than Seller's), unauthorized modification or alteration, use beyond rated capacity, unsuitable power sources or environmental conditions, improper installation, repair, handling, maintenance or application or any other cause not the fault of Seller. To the extent that Buyer or its agents has supplied specifications, information, representation of operating conditions or other data to Seller in the selection or design of the Goods and the preparation of Seller's quotation, and in the event that actual operating conditions or other conditions differ from those represented by Buyer, any warranties or other provisions contained herein which are affected by such conditions shall be null and void. If within thirty (30) days after Buyer's discovery of any warranty defects within the warranty period, Buyer notifies Seller thereof in writing, Seller shall, at its option and as Buyer's exclusive remedy, repair, correct or replace F.O.B. point of manufacture, or refund the purchase price for, that portion of the Goods found by Seller to be defective. Failure by Buyer to give such written notice within the applicable time period shall be deemed an absolute and unconditional waiver of Buyer's claim for such defects. All costs of dismantling, reinstallation and freight and the time and expense of Seller's personnel and representatives for site travel and diagnosis under these warranties shall be borne by Buyer unless accepted in writing by Seller. Goods repaired or replaced during the warranty period shall be covered by the foregoing warranties for the remainder of the original warranty period or ninety (90) days from the date of shipment, whichever is longer. Buyer assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of Goods, either alone or in combination with other products/components.

7. DELIVERY

SHC shall not be responsible for failure to deliver Products on time or to fill orders when such delay or failure results from causes beyond SHC control such as delays by shipping companies, third party suppliers, acts of God, or any other delay beyond normal conditions.

8. TERMINATION

Unless otherwise provided by applicable state law, either party may terminate this Agreement without cause and for any reason, upon not less than 30 days written notice given to the other party, provided that nothing contained herein shall prevent SHC from immediately terminating this Agreement in the event of bankruptcy or insolvency for Dealer, Dealer's failure to pay amounts owing SHC when due. Upon termination for any reason, all amount owed Company will become immediately due and payable.

DEALER DISCOUNT RATES & INCENTIVES

1. DEALER DISCOUNTS

Dealer discount rates are structured so as to allow each dealer a sufficient profit margin to motivate sales of SHC products. Each dealer is eligible for discounts rate based on sales volume. Each dealer is responsible for promoting SHC products at the retail MAP (Minimum Advertised Price) for all Internet promotional and/or Internet marketing pieces in accordance with pricing as dictated by SHC. However, the retail prices may be verbally discounted at the dealer's discretion. The discount offered by the dealer to any particular customer does not affect the dealer's cost from SHC. Any dealer offered discounts are left to the dealer's discretion, and discounts offered will simply narrow or reduce the dealer's margin of profit.

2. QUOTAS

a) Each Dealer will be required to maintain an annual purchase minimum of SHC Products and Services, and sales between the Dealer and SHC must meet or exceed this minimum in each 12 month period following the inception of this agreement in order to maintain dealership privileges.

b) Dealer is not held liable to purchase products when minimums are not met. Failure to meet agreed minimums solely jeopardizes the dealer's ability to continue functioning as a dealer.

c) Minimum for this individual agreement per twelve (12) month term is \$10,000.00.

3. RETAIL PRICES

While SHC does not mandate that each dealer price his products at the retail prices set by SHC, we highly recommend that company retail pricing closely follow MAP pricing. The dealer should understand that attempting to sell products at an inflated price will reduce potential sales dramatically. Dealer inflated pricing will lend itself to the dealer's potential customers purchasing product from another SHC dealer.

4. DEALER DISCOUNT SCHEDULES

The discount rates to all SHC dealers are defined solely by SHC and are based on quantity of product sold, cost of goods, availability, and market factors. Dealer discount pricing varies based on model of unit & SHC cost and marketability of product and options.

ACKNOWLEDGEMENT

Dealer agrees to have read and understood this entire agreement. Dealer also agrees that discount rates and incentives are subject to change. All dealers will be notified of changes, and current discount rates and incentives can also be viewed in the Dealer's area on the SHC Website.

All orders are to be pre-paid prior to shipment unless prior authorization and acceptable credit check is approved by the President of Staying Home Corp.

(Dealer Co. Name)

(_____)

A/P Contact Name _____

BY _____

A/P Contact Phone Number _____

Title _____

A/P Contact Email _____

Date _____

(SHC) BY _____

Title _____

Date _____

Staying Home Corporation 2501 Anaconda Road, Harrisonville, MO 64701