



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

Dealer Agreement A – LIFTS / ELEVATORS

THIS AGREEMENT is to become effective the \_\_\_ day of \_\_\_ 20\_\_\_ between Staying Home Corporation (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 and Services covered by this agreement located at:

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ E-mail \_\_\_\_\_

Work Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

1. DEFINITIONS

In addition to the terms defined elsewhere in this Agreement, the following words and expressions shall have the meaning set forth below:

"Products and Services" means the Products and Services, including parts and accessories attached as Schedule A.

2. 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.

3. RESPONSIBILITY OF DEALER

Dealer shall commit to the following:

- a) Maintain and provide copy of general liability insurance certificate, with coverage limits not less than one million US dollars each occurrence;
b) Aggressively promote the sale of SHC Products and Services;
c) 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; and
d) Provide market feedback to SHC, participate in dealer programs upon reasonable request by SHC, and represent SHC in a legal and honest manner pertaining to representation of claims of Products and Services.

4. TRADEMARKS/TRADE NAMES

Dealer is hereby licensed to use the SHC name, trademarks, logos, and other intellectual property ("SHC branding") 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 1) immediately cease representing itself as a dealer of SHC and shall 2) cease from using and remove from public consumption, use of all SHC names and trademarks and 3) destroy any signs, marketing pieces, promotional literature, or other material, of whatever nature, identifying Dealer as a dealer of SHC and confirm to SHC of its compliance with this provision.

5. 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; and
- g) This Agreement will be governed by the laws of the State of Missouri.

## **6. 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 in writing by the President of Staying Home Corp.

## **7. LIMITED WARRANTY**

Seller warrants that the Goods (and component parts thereof) manufactured by Seller will be free from material defects and workmanship under normal use and regular service and maintenance from the date the product is purchased (or component part thereof), unless otherwise specified by Seller in writing. Warranty period shall be as stated in the specification / owner's manual and may vary 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, acts of God, 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.

## **8. 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 outside of SHC's sole control such as delays by shipping companies, third party suppliers, acts of God, Force Majeure events, or any other delay beyond normal conditions.

## **9. 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 1) bankruptcy or insolvency for Dealer, or 2) Dealer's failure to pay amounts owing SHC when due. Upon termination for any reason, all amounts owed Company by Dealer will become immediately due and payable.

**DEALER DISCOUNT RATES, INCENTIVES AND RETAIL PRICING**

**1. DEALER DISCOUNTS**

Each Dealer is eligible for discounted rates provided at SHC’s sole discretion; dealer discount rates are structured to allow each Dealer a margin for sale at retail prices and to motivate sales of SHC products. The discount rates for all SHC dealers are defined solely by SHC and are based on 1) quantity of products sold, 2) cost of goods, 3) availability, and 4) market factors. Dealer discount pricing varies based on model of unit & SHC cost and marketability of each product and options. Discount rates and incentives will be provided at time of dealer agreement execution and updated through the official price list each year thereafter, or as otherwise specified by SHC.

**2. QUOTAS**

- a) Each Dealer shall maintain an annual purchase minimum (“APM”) of SHC Products and Services, and sales between the Dealer and SHC must meet or exceed the APM in each 12-month period following the inception of this agreement 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) The APM shall be \$10,000.00 per twelve (12) month term.

**3. RETAIL PRICES**

While SHC does not mandate that each Dealer offers the products at the retail prices set by SHC, when provided, we highly recommend that dealer retail pricing closely follow MAP (“Minimum Advertised Price”) pricing. The dealer understands that attempting to sell products at an inflated price may negatively impact potential sales.

**4. ECOMMERCE PRICING AND ADVERTISEMENT**

Each Dealer utilizing online marketing, social and print media, and internet advertisement is responsible for the ethical promotion of SHC products at the provided retail MAP (Minimum Advertised Price) in accordance with pricing as dictated by SHC. However, the retail prices may be discounted verbally or by using coupons, or other discount incentives, solely offered at the Dealer's discretion and any such discounts shall not be included at advertised retail price. Any discount offered by the Dealer to any customer does not affect the dealer's cost from SHC. Any dealer offered discounts are left to the Dealer's sole discretion, and discounts offered will simply narrow or reduce the dealer's margin of profit.

**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 in writing, via hard or electronic copy distribution methods.

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

## SCHEDULE A

### Products

Item	Description/Model	Type
1.	Legacy II – SL19	Indoor Stairlift
2.	Legacy II – SL19 w/all-weather components & cover	Outdoor Stairlift
3.	Lake Home Lift – LH21	
4.	Hide-A-Waiter®	Dumbwaiter
5.	VPL48 – up to 51”	Vertical Platform Lift
6.	VPL72 – up to 75”	
7.	VPL96 – up to 99”	
8.	VPL120 – up to 123”	
9.	VPL144 – up to 147”	
10.	VPL168 – up to 171”	
11.	Bridger Residential VPL	
12.	EZ3	Shaftless Elevator
13.	EZ4	
14.	EZ5	
15.	EZ3	Hoistway Elevator
16.	EZ4	
17.	EZ5	
18.	EZ6	
19.	EZ6C	
20.	Outlook Outdoor Lift/Elevator	Outdoor Elevator
21.	CL25	Cargo Lift

### Services

Code Compliance Review & Permitting

Design Consult & Customization

### Parts & Accessories

Item	Part No.	Description	Suits Model/Type
1.	54018	Charger, Smart 24VDC	ALL
2.	74033	RF Remote Receiver, Gen 2	
3.	74034	RF TX Fob, 2 Button, Gen 2	
4.	50002	Washer, 3/4-125 x 07 FL-NY (guide block shims)	Legacy II - SL19 Indoor/Outdoor & LH21 Stairlifts
5.	54023	Harness, Charger	
6.	54033	PCB, AMI Main Control Board, OUTDOOR	
7.	54051	Hrns, Travel Cable, 15' (prior to 3121)	
8.	55016	Cover, Track Top	
9.	56005	Strip, Charge Finger (SL14)	
10.	56006	Strip, Charge Contact (SL14)	
11.	56033	Cover, Stairlift Outdoor Grey	
12.	56036	Guide Block	
13.	58012	Assy, Limit Cam	
14.	58064	Assy, Track Bracket	
15.	58125	Assy-Sub, Charge Shoe	
16.	58126	Assy-Sub, Charge Strip (must specify top or bottom)	
17.	59051	Cargo Tray	
18.	50029	14x200-WL-HF-ZP (track bracket wood lags)	Legacy II - SL19 Indoor/Outdoor & LH21 Stairlifts Hide-A-Waiter™ Dumbwaiter
19.	54002	Circuit Breaker, 15A	
20.	54011	Battery, 12V 5AH	
21.	54031	LED, Diagnostic	
22.	56035	Track Extrusion	
23.	56038	Slotted Gear Rack, 60”	
24.	58079	Assy, Track End Cap SL19	
25.	58082	Sub, Motor/Pinion	
26.	58083	Assy, Track Splice Bar (2 per splice)	
27.	91040	Pin, Driv-Lok, 187x15 (1 per splice)	
28.	94002	Switch, V7, No Actuator (overspeed switch, no arm)	

**Parts & Accessories (Continued)**

Item	Part No.	Description	Suits Model/Type
29.	54015	PCB, AMI Main Control Board	Legacy II - SL19 Indoor/Outdoor & LH21 Stairlifts
30.	94001	Switch, Sim Roll, V7-1B17D8-263 (seat swivel/final, has arm)	Hide-A-Waiter™ Dumbwaiter
31.	54013	Switch, Rocker	EZ3, EZ4, EZ5 Shaftless & Hoistway
32.	54005	Switch, Plunger, 1DM1	EZ6, EZ6C Hoistway
33.	94004	Switch, Roller Lever, SPST (Final)	Outlook Outdoor Elevators
34.	94014	Traveling Cable Wire (per foot)	Hide-A-Waiter™ Dumbwaiter
35.	95011	Limit Cam	
36.	98652	Assy, 1 Button Hall Station, Gen 2	
37.	98814	Assy, Suns Interlock W/Brkt	
38.	74023	Switch, Long Roller DPDT (Up/Dn limit)	Hide-A-Waiter™ Dumbwaiter
39.	74035	RF TX PCB (Hall Station)	VPL48, 72, 96, 120, 144, 168 & Bridger Vertical Platform Lifts
40.	78144	Assy, 2 Button Hall Station, Gen 2	EZ3, EZ4, EZ5 Shaftless & Hoistway
41.	95171	Lunar Key	EZ6, EZ6C Hoistway
42.	98138	Assy, Install Switch	Outlook Outdoor Elevators
43.	70012	Front Panel Screws	VPL48, 72, 96, 120, 144, 168 & Bridger Vertical Platform Lifts
44.	74007	Circuit Breaker, 40A	
45.	74037	Lock Out Tab for 74007	
46.	74039	Hrns, Traveling Cable 2 Stop	
47.	76004	Assy-Sub, 3/8 Wire Rope 35' (1 rope)	
48.	78147	Outdoor Hall Station	
49.	94125	Interlock, LH Honeywell CDI	
50.	94126	Interlock, RH Honeywell CDI	
51.	74015	PCB, Control Board	VPL48, 72, 96, 120, 144, 168 & Bridger Vertical Platform Lifts
52.	94033	Switch, Man Reset (slack cable)	EZ3, EZ4, EZ5 Shaftless & Hoistway
53.	94038	Switch, Keylock 2252	EZ6, EZ6C Hoistway
54.	94039	Switch, Pushbutton (Up/Dn direction button)	Outlook Outdoor Elevators
55.	94041	Switch, Emergency Stop	
56.	94048	Battery, 12V 10AH	
57.	75053	Limit Cam, Short	EZ3, EZ4, EZ5 Shaftless & Hoistway
58.	75054	Limit Cam, Long	EZ6, EZ6C Hoistway
59.	75055	Limit Cam, Extra Long	Outlook Outdoor Elevators
60.	94015	Interlock, LH Honeywell RDI	
61.	94016	Interlock, RH Honeywell RDI	
62.	94032	Switch, Long Arm (EZ6 Gate/Top Obs)	
63.	94040	Light Switch	
64.	94059	Honeywell Interlock Latch, "Beak"	
65.	94123	Circuit Breaker, 20A (Prior to 8/20)	
66.	94142	Motor, Bodine (EZ3, 4, 5)	
67.	94144	Circuit Breaker, 40A	
68.	94150	24V Light Bulb	
69.	94321	Motor, Aokman (EZ6)	
70.	95155	"Fork" Key	
71.	96013	Elevator Rail (per foot)	
72.	96016	Gate Roller Assy	
73.	96023	Drive Cable, Std (1 rope)	
74.	96083	Drive Cable, EZ6 (1 rope)	
75.	98139	Hrns, Traveling Cable 2 Stop	

\*OTHER PARTS AS REQUIRED