

DEALERSHIP CONTRACT WITH PACIFIC METAL BUILDINGS INC.

By signing this Dealership agreement, you are agreeing to the following:

- 1) **Ownership of Name/Designs:** Pacific Metal Buildings Inc. ("Manufacturer") owns the name "Pacific Metal Buildings Inc." and all of the designs of its buildings.
- 2) **Dealership Samples:** Any samples provided to you will remain the sole property of Manufacturer. All Dealership samples will be installed on your property by Manufacturer. If you wish to have the sample moved about your property, you must call Manufacturer to do this. If you move the sample and it is damaged or causes damage, you will be responsible for all the damage caused to and by the sample.
- 3) **Canceling Your Dealership:** If you no longer want to be a Dealer for Manufacturer, you must call Manufacturer or give written notice prior to termination. Manufacturer will have up to sixty (60) days from receipt of notice to retrieve the samples. If any of the samples are missing or damaged as a result of your failure to follow this agreement, you remain liable for all damages.
- 4) **Taking Customer Orders:** All customer orders must be taken on the forms we will provide you. Both you and the customer must sign the forms and then you must send it to Manufacturer for final approval. **It is very important that you stress to the customer that the order is not final until approval by Pacific Metal Buildings Inc.** At the time of taking the order, you may not collect more than a 10% down payment. **THIS 10% DOWN PAYMENT IS YOUR COMMISSION.** All other customer payments are to be collected only by Manufacturer. If the customer later cancels the order, you as the Dealership remain solely responsible for paying the customer back the 10% down payment that you collected.
- 5) **Your Commission:** Your commission is the 10% of the retail sales prices of the structure only, not including sales and use taxes, or other costs above and beyond the retail sales price of the structure only. **If the customer later cancels the order, you as the Dealership remain solely responsible for paying the customer back the 10% down payment that you collected. YOUR COMMISSION IS DEEMED EARNED AND PAYABLE ONLY AFTER THE ENTIRE PURCHASE PRICE HAS BEEN RECEIVED BY MANUFACTURER.** At the end of the year, Manufacturer will provide you with an IRS 1099 form for tax purposes detailing all of your earned commissions. We must have your Vendor's License number or Social Security number to provide this.
- 6) **Change Orders:** Any changes, additions, or extras required by the customer after acceptance of the purchase order will result in a "Change Order." **No commissions will be earned or payable with respect to Change Orders of \$200 or less, unless the Dealer directly handles these with the customer.**
- 7) **Termination of Your Dealership:**
 - a. Manufacturer may terminate this agreement by notice given to Dealer at anytime. The notice will state the reasons for the termination and you will have five (5) days to cure the deficiency.
 - b. Either party may terminate this agreement by notice given to the other, effective immediately, in the event of dissolution or insolvency of Dealer.
- 8) **Entire Contract Severability:** This agreement replaces and supersedes any and all previous agreements, written or oral, with respect to Dealer compensation. Should any one or more provisions of this agreement be determined to be illegal or unenforceable, all remaining provisions will nevertheless remain effective.
- 9) **Applicable Law:** Attorney's Fees: This agreement and any disputes to it will be construed according to the law of the State of California.

Date: _____ Federal Tax ID: _____ - _____
OR
Social Security # _____ - _____ - _____

Signatures:

Authorized Representative of Pacific Metal Buildings Inc. Authorized Representative of Dealer

Printed Name: _____ Printed Name: _____

Printed Name of Dealer: _____

Mailing Address of Dealer: _____

Physical Address of Dealer: _____

Person with Ownership Responsibility for Dealership: _____

Mailing Address of Owner: _____

Physical Address & Phone of Owner: _____