

2006 DEALER AGREEMENT

This Agreement is made this _____ day of _____, 2006 between Perpetual Marketing Associates, Inc. (Hereafter called "PMA") having its principal office at 25126 SR 54, Lutz, Fl. 33559,

A Florida corporation, and

dba _____

having its principal place of business at

Telephone: _____ Fax: _____

E-mail: _____ Website: _____

(Hereinafter called "DEALER")

- 1. Appointment of DEALER.** PMA appoints DEALER and DEALER agrees to serve as a non-exclusive retail DEALER upon the terms and conditions set forth in this Agreement at the location set forth above (and where applicable, the additional locations set forth in Schedule A to this Agreement) ("approved location"). DEALER represents and warrants that it owns the controlling interest in all approved locations. DEALER is authorized to sell at the approved locations the approved product lines. (herinafter called "the Product")
- 2. DEALER Location/Unauthorized Distribution.** DEALER agrees not to offer the Products for sale at other than approved locations, and not to sell the Products by mail, telephone, telecommunications, internet or e-commerce services without PMA's prior written consent. DEALER also agrees not to sell and/or transship the Products by any means to others for resale without the prior written consent of PMA. DEALER agrees to allow the independent audit of it's business records at any time by certified accounting professionals at PMA's expense to confirm the absence of unauthorized distribution. DEALER agrees that in the event of a violation of this Paragraph, it would be difficult to accurately determine the damage caused to PMA by such unauthorized distribution activities. For this reason, the parties agree that DEALER shall pay to PMA liquidated damages in the amount of \$500.00 for each unit of the Product sold or acquired in violation of this Paragraph and PMA's costs associated with the investigation, product recovery and ceasation of such unauthorized distribution activities.
- 3. Advertising.** DEALER will not advertise or engage in promotional activities concerning the Products unless it has in stock a sufficient supply of the Products to meet anticipated demand. DEALER agrees to engage in advertising and promotional activities only in the geographical areas in which it sells.
- 4. Trademarks and Names.** During the term of this Agreement, DEALER is granted the limited right on a non-exclusive basis to use, in accordance with PMA's policies in effect from time to time, the trademarks and trade names used by PMA in connection with the Products. Such permission is limited to uses by DEALER necessary for the performance of DEALER's obligations under this Agreement. DEALER recognizes that such marks and names have a valuable reputation and goodwill and constitute assets of substantial value. DEALER agrees to make proper use of such marks and names and not to take any action inconsistent with PMA's rights.

Nothing contained in this Agreement shall give DEALER any interest in such trademarks or trade names except as heretofore provided, and DEALER's right to use such marks and names shall cease upon termination or expiration of this Agreement. DEALER further agrees not to affix or use any such mark or trade name to or in connection with products other than the Products specified herein, and not to register any mark or name used by PMA.

5. **Export Sales.** DEALER agrees not to sell or otherwise transfer the Products to any person or entity located outside the United States without the prior written consent of PMA.

6. **Term and Termination.**

6.01 The term of this Agreement shall be from January 1, 2006 through December 31, 2006 unless earlier terminated pursuant to Paragraph 6.02 or 6.03.

6.02 **Earlier Termination for Cause.** Either party may terminate this Agreement immediately for cause, without prejudice to any other rights or remedies exercisable by such party, upon written notice to the other party, effective upon deposit in accordance with Paragraph 10.01. Cause sufficient for termination as provided herein shall include, but not be limited to, the following circumstances:

- A. A breach of any of the material terms or conditions of this Agreement; including, without limitation, unauthorized distribution activities;
- B. A party becomes insolvent, is adjudged bankrupt or becomes the subject of dissolution, liquidation or bankruptcy proceedings, whether voluntarily or involuntarily, or if a party applies for judicial or extrajudicial settlement with its creditors, makes an assignment for the benefit of its creditors, otherwise discontinues business;
- C. Any major change without PMA's approval, in DEALER's control, management or employees that would tend to be detrimental to PMA's business interest; or
- D. PMA determines that DEALER has engaged in sales or trade practices that injure, or may be reasonably expected to tend to injure, the reputation or goodwill of PMA.

6.03 **Termination Without Cause.** Either party hereto may at any time terminate this Agreement without cause after giving the other party thirty (30) days written notice of such termination in accordance with Paragraph 10.01.

6.04 **Liabilities for Expiration or Termination.** Neither party hereto is under any obligation to continue this Agreement, nor to continue the arrangement established hereunder, after termination to this Agreement for any reason. The parties further agree that neither party shall be liable to the other for any loss or damage caused by the unlawful termination of this Agreement for any reason. In the event of a termination of this Agreement under Paragraph 6.02, all pending orders from DEALER for the Products shall be cancelled. Further, PMA shall have the option for 30 days after the effective date of any termination to repurchase all or any part of the unused saleable Products remaining in DEALER's inventory. The repurchase price shall be equal to the actual purchase price paid by DEALER less any discounts and unearned allowances paid to DEALER with respect to such inventory. Upon such repurchase, DEALER shall ship the Products to PMA at PMA's expense.

6.05 **Upon termination.** DEALER shall refrain from any conduct which would make it appear that it is an authorized PMA DEALER; shall promptly remove from its letterheads, advertising literature, and signboards at approved locations, and shall promptly take action to have removed from all telephone and business directories of any kind, all references to the Products and to its action as a DEALER with respect to the Products or on behalf of PMA; and shall not thereafter use any corporate name, trade name or trademark tending to give the impression that any relationship still exists between PMA and DEALER. DEALER agrees to ship to PMA, at PMA's expense, all advertising and sales materials bearing PMA and/or the Products name and any other advertising and promotional materials provided by PMA.

7. **DEALER Obligations.** In consideration of its appointment as an PMA DEALER, DEALER agrees:
- A. To utilize its best efforts to promote and sell the Products within the immediate market area(s) of its approved locations.
 - B. To maintain quality facilities for the on-premise demonstration and sale of the Products.
 - C. To maintain quality installation facilities.
 - D. To insure that its installation staff has the experience and capacity to maximize the quality and value of the Products to the consumer and is fully trained and follows proper installation procedures. **IE: 12-volt DEALERS;** including without limitation, monitors capable of video and/or television so that it is not installed within view of the driver.
 - E. To use Product information supplied by PMA and/or developed locally for the consumers' educational enhancement.
 - F. To display and have available for sale Products having the appropriate relationship with respect to volume, value and image.
8. **Terms of Sale.** PMA agrees to sell and DEALER agrees to purchase and pay for such quantities of the Products as DEALER may reasonably request at the prices and subject to the other terms and conditions of sale established by PMA and in effect at the time of shipment. The DEALER shall pay for the Products in accordance with the invoice terms.
9. **Warranties.** DEALER shall make no warranties or guarantees with respect to the Products or the use of the Products except as authorized by PMA in writing. Sales shall be made under PMA's warranty in effect from time to time. DEALER shall furnish warranty cards or similar material provided to each retail purchaser. DEALER agrees to comply with the requirements of the MagnusonMoss Warranty Act ("the Act") and applicable state laws and to take all actions that PMA may from time to time reasonably request for purposes of compliance with the Act and those laws.
10. **Miscellaneous.**
- 10.01 **Notice.** Any notice or other communication required or permitted under applicable laws or any term of this Agreement shall be deemed sufficient if deposited in the United States mail, postage prepaid, addressed to the other party at the address set forth on page 1 of this Agreement, or at such other address as either party may hereafter communicate to the other in like manner, and shall be effective upon deposit.
- 10.02 **Disclaimers.** The parties are independent contractors. Nothing in this Agreement shall be construed to create or to authorize the creation of any employment relationship, to confer authority upon the DEALER to enter into any commitment or agreement binding on PMA, or to create a partnership or any form of association which would impose liability upon one party for any act or omission of the other.
- 10.03 **Indemnification.** DEALER agrees to indemnify and hold PMA harmless from and against any and all claims, damages and liabilities whatsoever, asserted by any person or entity resulting directly or indirectly from any breach by DEALER of this Agreement and such indemnification shall include the payment of all costs and reasonable attorneys' fees expended by PMA in defending such claims.
- 10.04 **Non-Assignment.** DEALER shall have no rights to assign, transfer or sell its rights under this Agreement without the prior written consent of PMA.
- 10.05 **Waivers.** No waiver of any requirement or of any default in respect of the terms of this Agreement shall be deemed a waiver of any other requirement or default.
- 10.06 **Entire Agreement.** This Agreement supersedes all prior discussions, negotiations and agreements between the parties with respect to the subject matter hereof and reflects their entire agreement. It may be amended only by a written document signed by both parties.

10.07 **Ability.** If any of the provisions of this Agreement are unenforceable or invalid for any reason whatsoever, such unenforceability or invalidity shall not affect the enforceability or the validity of the remainder of this Agreement and such unenforceable or invalid provision shall be severable from the remainder of this Agreement.

10.08 **Governing Law.** This Agreement shall be deemed to have been entered into in Florida, and all questions concerning the validity, interpretation or performance of any of its terms, or of any rights or obligations of the parties hereto, shall be governed by and resolved in accordance with the laws of the State of Florida. The parties agree that venue for any action commenced to determine validity, interpretation, or performance of any of the terms of this Agreement, or of any rights or obligations of the parties hereto, shall be Florida, and shall be governed by the laws of the State of Florida. In the event of any action or proceeding, including arbitration, to enforce this Agreement, or any of its provisions, or to declare the rights of the parties with respect to this Agreement the prevailing party **Severs** shall be entitled to reasonable attorneys' fees and court costs.

10.09 **Arbitration.** Any controversy, claim or dispute arising out of or relating to this Agreement or the breach thereof, including any claim or controversy as to the arbitrability of any claim or controversy and any claim for rescission, shall be settled by final and binding arbitration in Florida in accordance with the commercial arbitration rules of the American Arbitration Association. Judgement upon the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction.

- | | |
|-------------------------|------------------|
| _____ A/R | _____ PSB |
| _____ Alpine | _____ JAMO |
| _____ ISOTEC | _____ Toshiba |
| _____ Frigidaire/Eureka | _____ Tripp*Lite |
| _____ NAD | _____ RCA |
| _____ Sanus | _____ Y-Go |
| _____ Panasonic | _____ Other |
| _____ REEL | |

DEALER:

By: _____ By: _____
Sole Proprietorship, Partnership, Corporation Please print name of authorized signatory
(Please cross out the two inapplicable.)

Title: _____ Date: _____

PERPETUAL MARKETING ASSOCIATES, INC.:

By: _____ Date: _____

CONTINUING GUARANTY

Guaranty given by the undersigned to Perpetual Marketing Associates Distributing Company (hereafter called "PMA") having its principal office at:

25126 SR 54

Lutz, Fl. 33559

Ph. (813) 949-9385 / Fax (813) 949-6745

For and in consideration of PMA extending credit and continuing credit to:

DEALER NAME: _____

D/B/A: _____

STREET ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL: _____ **WEBSITE:** _____

(hereinafter called "DEBTOR"), with whom or in which company the undersigned is financially and/or otherwise interested, and to induce PMA to so extend credit and to continue to so extend credit to DEBTOR, the undersigned agrees as follows:

1. The undersigned hereby absolutely and unconditionally guarantees to PMA, its successors and assignees, the full and prompt payment to PMA when due, or upon demand thereafter, of any and all indebtedness, obligations, and liabilities of DEBTOR to PMA, whether now existing or hereafter incurred, and whether absolute or contingent, including but not limited to every account, note, check, bill of exchange, with DEBTOR either as maker, drawer, guarantor, endorser, obligor or otherwise, directly or contingently, is now or may become liable to PMA, together with interest said Obligations may now or hereafter bear.
2. This is a continuing Guaranty and shall remain in full force and effect until written notice shall have been received by PMA from the undersigned revoking this Guaranty; but such notice of revocation shall not affect the liability of the undersigned as to any obligation of DEBTOR incurred prior to the time of actual receipt by PMA of such notice, whether such OBLIGATION be direct or indirect, absolute or contingent, mature or un-matured, at the time of receipt of such notice.
3. The undersigned hereby waives: (a) notice of acceptance of this Guaranty; (b) notice of any advances, loans or extensions of credit by PMA to DEBTOR; (c) presentment, demand, protest or notice of non-payment and/or dishonor of any and all Obligations of DEBTOR to PMA or of any instruments or documents evidencing and/or given pursuant thereto; (d) notice of any default by DEBTOR; (e) notice of demand for payment; (f) notice of full or partial payment of any Obligation of DEBTOR to PMA; (g) any notice to or making of any claim or demand hereunder upon the undersigned; and the undersigned further waives all defenses, offsets and counter claims which the undersigned or DEBTOR may now or hereafter have upon any Obligation hereon and trial by jury thereto in any action or proceeding arising on, out of or relating to this Guaranty or its validity, interpretation or enforcement.

4. Upon the happening of any one or more of the following events, or at any time thereafter, any or all Obligations of DEBTOR, shall, at PMA's sole option, become immediately due and payable by the undersigned without demand or notice; (a) non-payment of DEBTOR of any of the Obligations when due; (b) the death, failure of business, dissolution or termination of existence of the DEBTOR or the undersigned; (c) the filing of any petition in bankruptcy by or against the DEBTOR or the undersigned, or any proceedings in bankruptcy, or under laws of revelations of any jurisdiction relating to the relief of debtors, being commenced for the relief of readjustment of any indebtedness of the DEBTOR or the undersigned, either through reorganization, composition, extension or otherwise; (d) the making by the DEBTOR or the undersigned, of an assigned, of an assignment for the benefit or creditors or the taking advantage by either of them of any insolvency law; (e) the appointment of a receiver of any property of the DEBTOR or the undersigned.
5. The undersigned hereby consents to and agrees that PMA may at any time or from time to time, in its discretion, before or after any default of DEBTOR with respect to any Obligation hereunder and without notice to, knowledge of or assent from the undersigned; (a) extend or change the time, manner, place or terms of payment of any of the Obligation of DEBTOR to PMA; (b) exchange, release or surrender any or all collateral security now or hereafter held by PMA or with third parties any and all Obligation of DEBTOR to PMA. Any or all of the foregoing shall be accomplished by PMA in such manner and upon such terms as it seems fit, and the undersigned shall remain bound upon this Guaranty notwithstanding any such actions taken by PMA as aforesaid.
6. This is a Guaranty of payment and not of collection and the undersigned further waives any right to require that any action be brought against DEBTOR or any other person or to require that resort be tied to any security or collateral held by PMA prior to the exercise of any rights PMA may have by virtue of this Guaranty. Further, no delay on the part of PMA in exercising any of its rights hereunder or failure to exercise the same shall operate as a waiver of such rights; nor notice or demand on the undersigned shall be deemed a waiver of this Guaranty or of the right of PMA to make further action without notice or demand as herein provided.
7. The undersigned agrees, without notice or demand, to reimburse PMA, to the extent that such reimbursement is not made by DEBTOR for all expenses, including reasonable counsel fees, incurred by PMA in connection with any Obligations of DEBTOR hereunder, or the collection thereof.
8. The provision of this Guaranty may not be waived or modified except in writing signed by a duly authorized representative of PMA.
9. The undersigned, acknowledges that no statement, undertakings, representation, warranties or inducements were made by PMA to or for the undersigned other than as may herein be contained, in any matter, whether written or oral, express or implied, to induce the undersigned to sign this Guaranty.
10. This Guaranty shall be interpreted in accordance with the laws of the State of Florida and shall be binding upon the undersigned and the legal representatives of the undersigned, and shall inure to the benefit of PMA, its successors and assignees.
11. The undersigned, if a corporation, hereby represents that this Guaranty has been duly authorized by its Board of Directors as is evidenced by the corporate resolution authorizing same, a certified copy of which is annexed hereto.
12. If this Guaranty is executed by two or more parties, each party shall be jointly and severally liable hereunder, and the word "undersigned" wherever used herein shall be construed to refer to each of such parties separately, all in the same manner and with the same effect as if each has signed separate instruments. This Guaranty shall not be revoked unimpaired as to any one or more of such parties by the revocation of release of any liabilities hereunder of any one or more of such other parties. This Guaranty shall become effective and shall be deemed fully executed and delivered to PMA as to each of two or more parties immediately upon the signing by each party.

RESALE TAX EXEMPTION CERTIFICATE

I hereby certify that I hold a "VALID" seller's permit No. _____ for the State of _____, that I am engaged in the business of selling "tangible personal property" which I shall purchase from PMA and will be resold by me in the form of tangible personal property. Provided, however, that in the event of any of the said property is used for any purpose other than retention, demonstration or display, while holding it for sale in the regular course of business, it is understood that I am required by the sales and use tax law to report and pay the tax, measured by the purchase price of such property. (To be executed by each proprietor, partner or corporate officer, and each signature witnessed.)

Please attach copy of current Florida Resale Certificate.

NAME (print): _____ NAME (print): _____
SIGNATURE: _____ SIGNATURE: _____
HOME ADDRESS: _____ HOME ADDRESS: _____
HOME PHONE: _____ HOME PHONE: _____
WITNESS (print): _____ WITNESS (print): _____
SIGNATURE: _____ SIGNATURE: _____
DATE: _____ DATE: _____

NAME (print): _____ NAME (print): _____
SIGNATURE: _____ SIGNATURE: _____
HOME ADDRESS: _____ HOME ADDRESS: _____
HOME PHONE: _____ HOME PHONE: _____
WITNESS (print): _____ WITNESS (print): _____
SIGNATURE: _____ SIGNATURE: _____
DATE: _____ DATE: _____

LEGAL NAME _____ DBA _____

ADDRESS _____ CITY & STATE _____ ZIP _____

TELEPHONE NO. (____) _____ FACSIMILE NO. (____) _____

DATE BUSINESS STARTED _____ OWN PREMISES _____ RENT
PREMISES _____

IF RENT PREMISES, PHONE NO. OF LESSOR _____ NUMBER OF YEARS OF
ORIGINAL LEASE _____

DATE OF EXPIRATION _____

CHECK ONE: PROPRIETER _____ PARTNERSHIP _____ CORPORATION _____

TITLE _____ NAME _____ SS NO. _____ HOME PHONE (____) _____

HOME ADDRESS _____ CITY _____ STATE _____ ZIP _____

TITLE _____ NAME _____ SS NO. _____ HOME PHONE (____) _____

HOME ADDRESS _____ CITY _____ STATE _____ ZIP _____

TITLE _____ NAME _____ SS NO. _____ HOME PHONE (____) _____

HOME ADDRESS _____ CITY _____ STATE _____ ZIP _____

CREDIT REFERENCES: (MAJOR SUPPLIERS)

NAME STREET CITY & STATE ZIP PHONE NO.

1) _____

2) _____

3) _____

FINANCIAL STATEMENT ATTACHED _____ TO BE FORWARDED _____

BUSINESS BANKING ACCOUNT (NAME & PHONE)

1) _____ ACCT. NO. _____ 2) _____ ACCT. NO. _____

Driver's License # & Exp. Date # _____ Exp Date: _____

FIRE & THEFT INSURANCE CO. _____

POLICY NUMBER _____ AMOUNT OF COVERAGE _____

AGENT _____ TELEPHONE NO. (____) _____

FEDERAL TAX ID NO. _____ RESALE _____

DEALER:

Sole Proprietor, Partnership, Corporation
(cross out the two inapplicable, if a
corporation, affix seal in space provided)

BY _____
Authorized Signature

BY _____
Please Print Name of Authorized Signature

TITLE _____

DATE _____

Please attach copy of current driver's license.