DEALER SALES AGREEMENT

Agreement

This agreement between Room2Work and

_____
Name of Dealer

_____ _____ _____ _____
Street Address *City* *State* *Zip*

Hereafter referred to as the "Dealer", Made this _____ day of _____ year _____

The purpose of this agreement is to clearly define the conditions under which the dealer will sell the Room2Work product line.

___R2W_____ Standard Discount: _____%	_____ Standard Discount: _____%	_____ Standard Discount:_____%

Obligation of Room2Work

1. Provide discounts and quoting support as required to make the sale.
2. Full support of company and factory representative as required by dealer to assist with sales training, floor display and marketing help as required. Maintain a close working relationship with dealer.
3. Provide reasonable quantities of literature, sales aids and support material as required by dealer and approved by Room2Work.
4. Provide parts and services as required to fulfill warranty obligations.

Obligation of dealer (s)

1. Dealer agrees (if showroom is available) to purchase display and maintain showroom displays representative of the authorized Room2work product line. Showroom must be accessible to end users as well as interior designers and architects.
2. Dealer must maintain an effective sales staff capable of selling inside as well as outside. Sales staff must be available for sales meetings periodically to maintain a necessary level of product knowledge.
3. Dealer agrees to actively promote the sale and project specification of Room2Work products.
4. Dealer agrees to perform normal service as required to assist Room2Work in servicing customers under warranty obligations.
5. Dealer agrees to pay within terms assigned by Room2Work.
6. Dealer agrees to PROTECT THE CONFIDENTIALITY of all company information with respect to special business techniques, market analysis, sales material, price lists, customer lists and all other information regarding the distribution of the product line.

Sales volume required for period _____ day of _____ year _____ to December 31, _____ is $ _____

Dealer Sales Activity will be reviewed at the end of six months. Failure by either party to fulfill their responsibility as stated in this agreement shall render this agreement null and void.

APPLICANT HEREBY ACKNOWLEDGES, AGREES TO AND CONSENTS TO THE TERMS AND CONDITIONS OF SALE OF Room2Work (THE "COMPANY"), INCLUDING CHARGES IMPOSED FOR LATE PAYMENT AT RATES OR IN AMOUNTS NOW IN EFFECT AND AS HEREAFTER MODIFIED BY THE COMPANY (BUT IN NO EVENT IN EXCESS OF THE MAXIMUM RATE OR AMOUNT PERMITTED BY LAW). APPLICANT IS ALSO RESPONSIBLE FOR ANY INTEREST, LATE CHARGES OR LIQUIDATED DAMAGES INCURRED FOR THE ABOVE CHARGES. If A RATE OR CHARGE IN EXCESS OF THE MAXIMUM RATE IS TAKEN OR RECEIVED BY THE COMPANY, THE EXCESS PORTION THEREOF SHALL BE APPLIED TO ANY OTHER DEBT OF APPLICANT OWNING TO THE COMPANY OR, IF NO SUCH DEBT EXISTS, SHALL BE REFUNDED TO APPLICANT.

Room2Work RESERVES THE RIGHT TO TERMINATE DEALER SALES AGREEMENT IN THE EVENT CURRENT OWNERSHIP OF DEALER TRANSERS.

Dealer Representive: _____ Print Name: _____

Rep Group: _____ Representive: _____

Room2Work: _____ Print Name: _____

Dealer Approved By: _____ Date: _____