

# 1948 PHILCO ALL YEAR 'ROUND Registered Retail Dealer Agreement

Date February 2, 1948

AGREEMENT, between ELLIS PAINT COMPANY

hereinafter called DISTRIBUTOR, whose street address is: 64 WEST PARK STREET BUTTE, MONTANA

and MARCHION HARDWARE COMPANY hereinafter called DEALER, whose

street address is: \_\_\_\_\_, City of ANACONDA

County of DEER LODGE, State of MONTANA

Distributor is the duly authorized wholesale distributor of certain products produced by Philco Corporation of Philadelphia, Pennsylvania, for a territory which includes Dealer's locality, and it is intended hereby to set forth the relations of Distributor and Dealer in the sale of the products as stated herein.

**THE PARTIES AGREE AS FOLLOWS IN CONSIDERATION OF THEIR MUTUAL PROMISES HEREIN CONTAINED:**

1. By this Agreement Dealer is constituted a Registered Philco Retail Dealer for sale of Philco Home Radio Receivers, Phonographs, Television Receivers, Refrigerators, Freezers, Philco Air Conditioners, Automobile Radios, Tubes, Parts, Dry Batteries, and other accessories during the term hereof and under the terms and conditions herein set forth. Distributor agrees that Dealer's name will be placed upon Philco's Registered Dealer Mailing List so that Dealer may receive Philco Sales Helps and Plans, as may be issued to Philco Dealers from time to time.

2. Distributor agrees to use his best efforts to make shipment of all Dealer's orders accepted by Distributor, subject, however, to strikes, shut down of manufacturing plants, fires, accidents, wars, inability to secure transportation facilities, acts of God, acts or requirements of the Civil or Military authorities, or of the public enemy, or other causes beyond the control of Distributor. Dealer agrees to pay for all products purchased in accordance with the terms of the sale thereof.

3. Dealer will display prominently and devote his best efforts to the sale of Philco products. Dealer will not sell any Philco products at wholesale and will sell Philco products only in their original cabinets as delivered to him. Dealer will sell Philco products at the address above set forth only, unless Philco gives written approval of another location.

4. Appreciating the value of local advertising coordinated with the Philco National Advertising Campaign, Dealer agrees to advertise Philco products locally and to spend liberal amounts on such advertising. The Dealer agrees, however, upon notice from Distributor, to correct, change or discontinue any advertising which in the sole opinion of Distributor may be objectionable in any way.

5. At any time during the term of this agreement, or after the termination thereof, Distributor shall have the absolute right to purchase from Dealer, and Dealer agrees to sell and deliver to Distributor upon demand, any or all Philco products in Dealer's stock at the net price paid by Dealer for same.

6. Dealer agrees to protect and hold harmless Distributor, and Philco Corporation from any loss or damage arising out of the installation or use of products sold hereunder, including any loss or injury to the property or person of the purchaser, purchaser's representatives or employees, or any other person whomsoever occasioned by or resulting from or during any such installation or use; and Dealer will indemnify and hold harmless each of them from all obligation or liability by reason of such third person.

7. Dealer estimates that he will purchase \$ 18,300.00 of Philco products from the Distributor during the term of this Agreement. Such estimate does not constitute an obligation to purchase that amount but it does constitute Dealer's best judgment of the Dollar amount of Philco products that he will require during the term of this Agreement. Dealer hereby gives Distributor an initial purchase order with shipping instructions for a representative stock of Philco products amounting to \$ 1,000.00

8. Dealer hereby orders and agrees to accept billing for the special new Philco Sales Promotion Service, with which Distributor agrees to supply Dealer during the term of this Agreement, at the cost thereof.

9. Distributor shall have the full right to allot its sales in such manner as it shall deem best. Distributor may make only part shipment or no shipment against any order of Dealer and for any such actions Distributor shall not be to any extent liable or responsible to dealer.

10. No printed terms or conditions on any order from Dealer, or other terms and conditions inconsistent with this Agreement, shall be binding on Distributor. Distributor's failure to reject such terms and conditions or the shipments of Philco products against such order shall not be an assent to such terms and conditions.

11. Dealer shall not use the name "Philco" as part of its firm, corporate, or business name and shall not use the name "Philco" in any way except to designate the products purchased from Philco in accordance with this agreement.

12. Dealer will give expert service on the Philco products mentioned above, by organizing and maintaining a Service Department, and in doing this, Dealer agrees to follow all reasonable recommendations as may be made from time to time by Distributor or its representatives with respect to the adequacy of Dealer's Philco service organization.

13. The term of this agreement shall extend from the date hereof to December 31, 1948, but either party may sooner terminate it by giving written notice to the other. If any other agreement existing between Dealer and Distributor shall, during the term hereof, be terminated other than by expiration of its stated term, this Agreement shall also terminate forthwith. This Agreement is made solely for the benefit of the parties hereto, and is non-assignable and non-transferable by Dealer. Notice to the parties under this agreement shall be sufficiently served if mailed to the addresses hereinabove set forth. Such notices shall take effect as of the date of mailing. The Parties hereto declare it is their intention to be legally bound hereby.

14. The termination of this Agreement shall operate as a cancellation, as of the date of such termination, of all orders which shall not have been shipped by Distributor; and neither party shall thereafter be under any obligation to the other with respect to orders so cancelled. This Agreement contains the full agreement between the parties, and Distributor and Dealer agree and declare that there are no other terms or conditions, representations or understandings, except those set forth herein. The parties further agree that no other agreement or understanding hereafter in any way modifying or supplementing this agreement, nor any promises made by representatives of Distributor, shall be binding on Distributor unless formally confirmed by writing duly signed by Distributor.

15. Upon the termination of this Agreement, Dealer agrees to remove and not thereafter use all signs containing the word "Philco", and immediately to destroy all stationery, advertising matter and other printed matter in his possession or under his control containing the word "Philco". Dealer further covenants and agrees that he shall and will not, at anytime after such termination, use or permit the use of the word "Philco" in any manner in connection with any business by him conducted or in which he may be interested, or otherwise whatsoever as descriptive of or referring to anything other than "Philco" merchandise or products. Dealer further agrees that upon termination of this agreement irrespective of the cause, he will immediately take all appropriate steps to remove and cancel any of his listings in telephone books, in other directories, in public records, or elsewhere, which contain the name "Philco". If Dealer shall fail to obtain such removals or cancellations promptly, as above provided, Distributor or Philco Corporation may make applications for such removals or cancellations on behalf of Dealer and in his name, and in such event, Dealer shall render every assistance to obtain such removals or cancellations promptly.

DISTRIBUTOR: ELLIS PAINT COMPANY

DEALER: Marchion Hardware Co

By J. P. Lemmonis

By Edward P. Marchion

NOTE - BEFORE EXECUTING THIS AGREEMENT, THE BLANKS IN PARAGRAPH 7 MUST BE FILLED IN AND THE DATE, FULL NAMES AND ADDRESSES MUST BE SHOWN. IF EITHER PARTY IS A CORPORATION, TWO AUTHORIZED OFFICERS SHOULD SIGN FOR IT, AND THE SEAL SHOULD BE ATTACHED. FOUR COPIES SHOULD BE SIGNED IN ALL. DEALER RETAINS YELLOW COPY, DISTRIBUTOR KEEPS BLUE AND FORWARDS WHITE AND PINK TO PHILCO CORPORATION, TIOGA AND C STREETS, PHILADELPHIA 34, PENNSYLVANIA.

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