

PHILCO

REG. U.S. PAT. OFF.

HOME RADIO RECEIVERS AND RADIO PHONOGRAPHS

Philco Radio Products are licensed for radio amateur, experimental and broadcast reception only, under patents of Radio Corporation of America and associated companies, Hazeltine Corporation and Latour Corporation. Patents applying to each model are listed on the license plate attached thereto.

PHILCO REGISTERED RETAIL DEALER AGREEMENT

IMPORTANT: This franchise may be offered only to dealers who display, advertise and sell the entire Philco Radio Line.

Date June 13, 1934

MEMORANDUM OF AGREEMENT, Made in quadruplicate, between Keller Dist Corp
hereinafter called Distributor, and H. E. Monroe operating at
Street Address Main St City Putney
County Windham State Vermont hereinafter called Dealer.

- The term of this Agreement shall extend from the date hereof to April 30, 1935, upon which latter date it shall end, but either party may sooner terminate it by giving written notice to the other.
- The duration of this Agreement is conditional upon the dealer not wholesaling Philco merchandise.
- The purpose of this Agreement is to arrange between Distributor and Dealer for the sale of Philco Home Radio Receivers, Radio-Phonographs, Tubes, Parts and Philco Radio Batteries by Distributor to Dealer.
- By this Agreement, Dealer is constituted a Registered Philco Retail Dealer for the purpose of sales of Philco Home Radio Receivers, Radio-Phonographs, Tubes, Parts and Philco Radio Batteries by Distributor to Dealer during the term hereof and under the terms and conditions herein set forth.
- On all sales of Philco Home Radio Receivers, Radio-Phonographs, Tubes, Parts and Philco Radio Batteries which may be made by Distributor to Dealer during the life of this Agreement the prices shall be current recommended Philco Dealer prices as attached hereto.
- Dealer will use his best effort to display and sell Philco Radio Products during the life of this agreement.
- Dealer agrees that he will sell Philco Radio Receivers only in their original cabinets.
- Distributor will make every reasonable effort to make shipment of Dealer's orders in accordance with the estimates outlined below.
- Dealer estimates that he will purchase from the Distributor 10 AC sets DC sets
 Radio-Phonographs Battery Receivers Philco Tubes Philco Parts during the term of this agreement.
- The estimate by the Dealer does not constitute an obligation on his part to purchase this specified number of Philco Receivers, Tubes and Parts, nor an obligation on the part of the Distributor to ship; but it does constitute the Dealer's best judgment of the number and types of Philco Receivers, Tubes and Parts, he will require during this period.
- Dealer herewith gives Distributor's representative his initial purchase and shipping instructions for a representative stock of 2 Philco Home Receivers Philco Tubes Philco Parts.
- Appreciating the value of organized local advertising, co-ordinated with Philco National Advertising Campaign, the Dealer agrees to co-operate with the Distributor, as follows:
Dealer acknowledges that 5% of list price is a fair and reasonable amount for him to spend on Philco Advertising, and of this amount the Dealer agrees to accept billing for $2\frac{1}{2}\%$ of list price of Philco purchases as his share in co-operating with the Distributor in this Local Advertising Program to be conducted by the Distributor under the supervision of Philco.
Dealer, therefore, agrees that his billing price will include his share of this Local Co-operative Advertising. The Dealer will use the remaining half of his 5% advertising appropriation as he sees fit and may call upon his distributor for all available material, such as direct mail copy, newspaper mats, and illustrations needed for his individual advertising program.
- At the time of signing this agreement, dealer agrees to order at a net cost to him of \$5.00, the special new Philco Sales Promotion Service, which will be supplied the dealer throughout the entire 1934-35 season.
- Dealer agrees to accept billing from Distributor for the listing of Dealer's name, address and telephone number in light face type under the Philco trademark heading in Classified Section of Dealer's local telephone directory beginning with first available issue.
- Upon receipt and registration of signed Agreement, the Dealer's name will be placed on Philco's Registered Dealer Mailing List, so that Dealer may receive Philco Sales Helps and Plans, as issued to Philco Dealers from time to time.
- The Dealer agrees that Distributor has the right to buy back at any time, either during the term of this Agreement or subsequent thereto, and the Dealer agrees to sell to Distributor any or all Philco Radio Receivers, Tubes, etc., in Dealer's stock at the net price paid for said stock.
- No terms or conditions on any order from Dealer shall be binding on Distributor. The failure of Distributor to reject such terms and conditions or the shipments of Philco Radio Receivers, Tubes or other Philco Products against such order shall not be an assent to such terms and conditions.
- Termination of this Agreement shall also cancel, as of the date the termination becomes effective, all orders that have not been shipped from the Distributor and neither party shall be liable to the other with respect to orders so cancelled.
- This Agreement is non-assignable and non-transferable and holds good only between Distributor and Dealer stated above. No other agreement or understanding hereafter or in any way modifying or supplementing this Agreement shall be binding on Distributor unless confirmed in writing and signed by its President, Vice-President or Secretary.

Distributor Keller Dist Corp Dealer H. E. Monroe
By H. E. Keller By

APPROVED BY PHILCO:

 D. R.

 Division Manager

 Secretary