

AUTHORIZED BUILDER AGREEMENT

1. This agreement made between Building Outlet Corporation, hereinafter referred to as “Building Outlet Corporation” and _____ hereinafter referred to as “Builder.” Builder acknowledges that it is not an agent, contractor or employee of Building Outlet Corporation, but may represent itself as an Independent Authorized Builder. As an independent Authorized Builder, you or your company are able to purchase building materials and components from Building Outlet Corporation, be assigned an account manager to assist in training and familiarizing Builder with Building Outlet Corporations products, and receive quotes.
2. Builder acknowledges that one of its main objectives is to sell and represent Building Outlet Corporations products in a satisfactory manner and to this end will: promote the sale of the products, maintain a neat and orderly place of business, or home office, suitable to properly promote and sell products, provide adequate advertising and promotional materials, follow up on all inquiries give to Builder whenever possible and investigate all customer complaints and resolve those found to be valid.
3. Builder shall not transact business, incur obligations of any kind in Building Outlet Corporations name or for Building Outlet Corporations account nor obligate Building Outlet Corporation to any warranty other than the written warranty provided by Building Outlet to the Builder. Builder shall indemnify and hold Building Outlet Corporation harmless from any claims arising out of any acts or conduct of Builder and shall bear all expenses of the defense of any suits brought against Building Outlet Corporation arising therefore or any claims asserted with reference thereto.
4. In the event of misrepresentations or misconduct by Builder, to others about Building Outlet Corporation, its products, or warranties, Building Outlet Corporation may terminate the Builder agreement without refund. Builder must purchase a minimum of \$25,000.00 of Building Outlet Corporation products or components per annum in order to remain an active, authorized Builder.
5. This agreement is non exclusive as to territory, products, or customers. Builder is not required to purchase only products supplied by Building Outlet Corporation. Building Outlet Corporation retains the right to sell product to Government entities, companies, national accounts and other legal entities. While Building Outlet Corporation is under no obligation to Builder by way of any such sales, Building Outlet Corporation will endeavor to place these sales through an active Builder.
6. Building Outlet is the sole owner of the trade name “Building Outlet Corporation” and the goodwill attached thereto. Builder may represent itself as an independent Authorized Builder of Building Outlet Corporation however it must obtain written permission from an Officer/Director of Building Outlet Corporation to use the trade name or trade mark in advertising, yellow pages, promotional materials, internet communications or web pages and must immediately cease any previously authorized use of trade name or trademark if this agreement is terminated at any time for any reason.
7. Building Outlet Corporation provides Builder with a purchase order form to place an order for building materials or components that describes the price and payment terms and the General terms and conditions. All orders are subject to approval and acceptance in writing by Building Outlet Corporation. Building Outlet Corporation recognizes the desirability of filling orders promptly and agrees that it will at all times use its best efforts to make shipments on or about the date requested by the Builder using normal schedules then in effect, but it shall not be liable to Builder to fill orders or to make shipments by the scheduled date which shall be construed as an estimate only. All purchases made by Builder shall be

at prices and on established terms by Building Outlet Corporation in effect at the time of acceptance of the order.

8. DEFINITIONS:

- Building Outlet Corporation is a national supplier of building materials
- Authorized Builder is an independent authorized product provider of Building Outlet as referenced by their Individual or Corporate Name according to the terms of this agreement and is a buyer of building products from Building Outlet
- Building Products include all items listed in the Building Outlet Product Disc.

9. Both parties agree that this agreement is construed and enforced in accordance with laws in effect in Jefferson County, Colorado. In the event of any dispute the parties agree to venue in a Jefferson County Colorado court. Building Outlet Corporation and Builder understand and agree that all oral or written representations, understandings and agreements existing between them have been consummated by, included in and superseded by the written terms of this agreement. This agreement may not be modified in whole or in part except in writing duly executed by both parties.

10. Builder fee is _____. Funds received with this agreement are for the Authorized distribution fee and are not to be construed as a franchise fee. Upon acceptance, the fee is non refundable except during the three day right of rescission. If this agreement is not accepted, your builder fee will be returned to you within three business days of your notification.

Distributor is:

A Corporation organized under the laws of _____.

An Individual doing business as _____.

A Partnership comprised of the following partners _____.

The following persons are authorized to execute contracts and purchase order documents on behalf of

The authorized Builder: _____

Builder: _____

(Corporate or Trade Name)

Signature: _____ Title _____ Date _____

(Guaranteed individually and on behalf of the above named business, corporation or partnership)

Accepted By: _____ Title _____ Date _____

(Building Outlet Representative)

You have three business days in which you may cancel this contract for any reason by mailing or delivering written notice to Building Outlet Corporation.

The three business days shall expire on _____ (last date to mail or delivery notice) and notice of cancellation should be mailed or delivered to:

Building Outlet Corporation
10488 West Centennial Road, #600
Littleton, CO 80127