

PORTABLE TYPEWRITER DIVISION

Remington Rand Inc.

BUFFALO, NEW YORK

INTERNATIONAL HEADQUARTERS

February 20, 1940

T. K. Pharmacy
2700 Larimer St.
Denver, Colo.

Gentlemen:

It is with pleasure that I send you the enclosed copy of the Remington Portable Typewriter Dealership Agreement. The agreement has been accepted and approved by us.

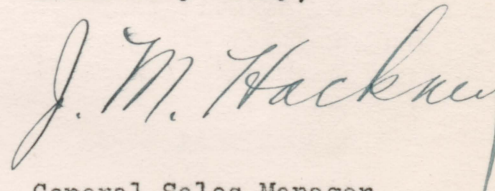
This Dealership Agreement gives you the privilege of purchasing at wholesale prices and for resale purposes Remington Portable and Desk Model Typewriters.

Your name has been set up on our records, and credit has been extended to you. I hope that you will use this credit privilege to help you keep an adequate, representative stock of Remington Portables always on hand.

Further, we shall do our best to assist you in the promotion of Remington Portable Typewriters by notifying you whenever new advertising and promotional material is available for your use. And if you require information at any time, feel free to request it from the Remington Office that serves your area or from the Wholesale Portable Representative who calls on you.

I wish you success with Remington Portable typewriters -- the most complete line of Portables available.

Yours very truly,



General Sales Manager
WHOLESALE PORTABLE TYPEWRITER DIVISION

J.M.Hackney:h

REMINGTON Portable TYPEWRITERS

INDISPENSABLE AID TO CULTURAL • EDUCATIONAL • BUSINESS ADVANCEMENT

Application for Dealership

(Remington Portable Typewriters)

January 24 1940

REMINGTON RAND INC.

(Remington Portable Division)

475 Washington St., Buffalo, N. Y.

Application is hereby made by the undersigned to become an authorized retail dealer for the sale of Remington Portable Typewriters, also such other models as may be later authorized for sale under this agreement, subject to the following terms.

(1) **Appointment:** Upon acceptance of this application you appoint the undersigned your non-exclusive retail dealer for the sale of Remington Portable Typewriters at retail only, in accordance with prices and discounts as set forth in the Company's current price and dealer's discount schedule, which schedule is subject to change by the Company with or without notice at any time, such change or changes to apply to any order of the undersigned unfilled in whole or in part at the time of such change.

(2) **Payment:** Payment for merchandise sold hereunder shall be made in cash upon delivery or (subject in each instance to authorized approval of credit) within thirty (30) days from date of invoice. All accounts unpaid for a period of thirty (30) days will bear regular rate of interest.

(3) **Purchase Requirement:** The undersigned agrees to issue a signed order for all merchandise purchased.

(4) **Delivery:** You shall undertake to make prompt delivery to the undersigned of all Remington Portable Typewriters and other merchandise to be sold hereunder, as and when purchased, but it is understood that you assume no liability for any loss or damage which may result from delayed deliveries.

(5) **Service and Guarantee:** The undersigned agrees to give such service to customers as may be necessary in connection with the sale and delivery of Remington Portable Typewriters and other merchandise sold hereunder without charge to you but all new Remington Portable Typewriters sold by the undersigned shall have the benefit of the regular guarantee then in effect covering new Remington Portable Typewriters.

(6) **Sales Methods:** The undersigned agrees that nothing herein shall grant or convey exclusive selling rights or privileges and that the undersigned shall not solicit sales or make deliveries by methods which may in any way be prejudicial or unfair to any other authorized dealer or representative of your company. The undersigned will not directly or indirectly sell any of the products covered hereunder for shipment, delivery and/or use outside of the boundaries of the United States of America.

(7) **Installment Sales:** You shall grant to the undersigned the option of taking orders for Remington Portable Typewriters on installment or lease terms for and in the name of your company, subject to your acceptance and at such prices and upon such terms and conditions as you shall prescribe; and for any such order or orders which may be accepted you will credit and pay a commission to the undersigned in accordance with your rules and regulations then current, respecting the payment of commissions on installment or lease sales.

(8) **Termination of Agreement:** For violation of any of the terms hereof by the undersigned you may forthwith revoke any or all of the rights and privileges herein granted by giving notice to the undersigned in writing; otherwise either party may terminate the agreement by giving thirty (30) days' notice in writing to the other party.

(9) **Expense and Taxes:** It is acknowledged that the undersigned is an individual contractor and is liable for and will pay all expenses, including compensation of salesmen, rentals, travel and all taxes including assessments, which may be made against the salary or wages of those directly or indirectly employed by the undersigned hereunder, relative to Federal, State and Local Legislation imposing a tax on employers of others, for or relating to Unemployment Insurance, Old Age Pensions, Workmen's Compensation Insurance or the Social Security of Employees.

(10) **Relationship of Parties:** It is agreed that the relationship established by your acceptance of this application shall be solely that of manufacturer (or seller) and authorized retail dealer, and that the undersigned shall not have the right or authority to create any obligation of any kind, express or implied, on behalf of your Company.

Accepted

FEB 16 1940

REMINGTON RAND INC.

By

[Signature]
Manager
Remington Portable Division

Firm Name

P. K. Pharmacy

Signed By

P. K. Kobayashi

Street Address

2700 Larimer St.

City

Denver

State

Colorado

Dealer's Occupation or Business

Druggist

County

Denver

Does Dealer have display window?

Yes

Salesman's Name

C. W. Heffner

Office

Denver

Applications must be dated and signed in quadruplicate and sent to the local office, of Remington Rand, which office will forward them to their Credit Department. The Credit Department will forward them to the Portable Division, Remington Rand Inc., Buffalo, N. Y. Upon acceptance, one duly executed copy will be returned to the applicant.

APPROVED

FEB 14 1940

MADE IN U. S. A.