

DEALER AGREEMENT

THIS AGREEMENT, to become effective the _____ day of _____ 200_____
(hereafter called "Agreement") between - **THE POWER BARROW COMPANY LLC**, with its principal
place of business at 2135 NW SETTLE AVENUE PORT SAINT LUCIE FLORIDA 34986, (hereafter
called "Company") and _____
_____(Dealership Name) (Indicate if Individual,
Partnership or Corporation.) with its place of business for the sale of Company products covered by this
Agreement located at: _____
_____(hereafter called "Dealer").

I. PURPOSE

This Agreement is to establish Dealer as a Dealer of Company with the non-exclusive right to sell the
Company's Products, including parts and accessories (hereafter called "Products") in the trade area served by
Dealer and to establish the responsibilities of the parties.

II. TERMS OF SALE

Upon acceptance by Company of a Dealer order for Products, terms of purchase will be as set forth in this
Agreement. Prices and terms for Products shall be those in effect on the date the Company accepts the Dealer
order. All shipments are F.O.B., Port Saint Lucie Florida. Company will have the right to change the
Product offering and the terms and prices therefore at any time.

III. CREDIT

The Company does not offer credit terms. Payments for goods will be by credit card, wire transfer or cashiers
check.

IV. WARRANTY

Company Products are sold subject only to the applicable Company standard printed warranty in effect at
the time of sale and such warranty shall be in lieu of all other warranties express or implied. Dealer is not
authorized to assume, on Company's behalf, any liabilities in connection with Dealer's sale of Product other
than as set forth in such Company standard warranty. Dealer shall indemnify and hold Company harmless
with respect to any Dealer representation beyond those in such Company warranty. COMPANY MAKES
NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

V. DELIVERY

Company shall not be responsible for failure to deliver Products on time or to fill orders when such delay or
failure results from causes beyond Company's control.

VI. RESPONSIBILITY OF DEALER

Dealer shall:

(A) Achieve a market share, satisfactory to Company for the Products in the primary area of responsibility (hereafter called "PAR") served by Dealer as set forth in Schedule A attached.

(B) Maintain an inventory of Products in keeping with the sales potential in Dealer's PAR and satisfactory to Company.

(C) Aggressively promote the sale of Products, through, but not limited to, advertising, open houses, shows, field demonstrations and other applicable gatherings using Company approved advertising and/or sales promotion material and by participation in early order and other sales related programs offered by the Company.

(D) Extend to Dealer's customers Company's applicable standard printed Product warranty which is in effect at the time of retail sale. Dealer understands that no other warranty is expressed or implied.

(E) Properly staff and train sales, service and parts personnel with respect to Products,

(F) Set up Products following Company's standard set-up instructions and explain proper operating and safety instructions to Dealer's retail customers, together with delivery of applicable written operating and safety instructions.

(G) Obtain written consent of Company if Dealer intends to open any additional business location for the sale or service of Products or for the purpose of displaying Products at any location other than the business location described above.

(H) Carefully store and care for all Products for which Dealer is indebted to Company under this Agreement and protect same from damage or loss from any cause. Dealer shall maintain insurance of the types, in an amount and non-cancelable without 10 days written notice to Company from the insurer, covering any such damage or loss, all satisfactory to Company.

(I) Encourage retail customers to use Company's original equipment parts (OEM) in the repair and replacement of Products in order to maintain the Products performance and high quality. Dealer shall not represent non-OEM parts as Company OEM parts.

(J) Cooperate with Company's Annual Performance Review, and any other programs or matters pertaining to the administration of this contract.

VII. TERM

The term of this Agreement shall be for a period of one year, commencing on the effective date hereof. This Agreement shall be automatically renewed for successive terms of one year each unless either party shall give the other notice of non-renewal not less than 60 days prior to the end of the then current term or unless this Agreement is otherwise terminated as provided herein.

VIII. TERMINATION

Unless otherwise provided by applicable state law, either party may terminate this Agreement without cause and for any reason, upon not less than 60 days written notice given to the other party, provided that nothing contained herein shall prevent Company from immediately terminating this Agreement in the event of bankruptcy or insolvency of Dealer, Dealer's failure to pay any amounts owing Company when due, Dealer's failure to hold proceeds of the sale of Products in trust for Company, or Dealer's failure to maintain satisfactory insurance with respect to Products. Dealer's failure to meet monthly order requirements. Upon termination for any reason, all amounts owed Company will become immediately due and payable.

IX. TRADEMARKS/TRADE NAMES

Dealer is hereby licensed to use Company's name and trademarks in the normal course of distributing Company's Products and performing related services under this Agreement. Dealer agrees not to use Company's name as part of Dealer's name or in any manner which would misrepresent the relationship between Dealer and Company. Dealer may represent itself as an "authorized dealer" of Company, and, with prior approval of Company, may use Company's name and Product related trademarks on signs or other advertising or promotional material. Dealer's license to use Company's name and trademarks is limited and Dealer shall abide by restrictions and limitations imposed by Company from time to time. Upon termination of this Agreement, Dealer shall immediately cease representing itself as a dealer of Company and shall cease use of all Company names and trademarks and any signs or other material, of whatever nature, identifying Dealer as a dealer of Company shall be removed or obliterated.

X. GENERAL

A. Dealer is not an agent of Company nor is Dealer authorized to incur any obligations or make any representations on behalf of Company.

B. This Agreement is binding on the parties, their heirs, executors, administrators, successors and assigns.

C. Dealer may not assign this Agreement or any provisions thereof to another dealer or party without the written approval of Company.

D. If any provision of this Agreement shall be held unenforceable, then the remainder of this Agreement shall not be affected thereby.

E. No waiver by Company of any default under this Agreement by Dealer shall be deemed a waiver of any prior or subsequent default by Dealer hereunder.

F. All understandings and agreements between the parties are contained in this Agreement which supersedes and terminates all other agreements between the parties. The rights of either party pertaining to Products sold by Company to Dealer under previous arrangements will be governed by this Agreement, provided, however, that nothing contained in this Agreement will, in any way, alter or change the rights and obligations of the parties pursuant to any security agreements or other agreements presently in existence.

G. Company reserves the right to modify and/or update this Agreement consistent with the modification and/or updating of all agreements Company has with other similar dealers, and replace or substitute such modified or updated agreement for this Agreement and such replacement or substitution shall not constitute termination of this Agreement. Failure of Dealer to execute such replacement or substitution agreement within 30 days of it being offered shall constitute automatic termination of this Agreement by Dealer.

H. Dealer agrees that application of any provision of this Agreement or related documents, or any other change implemented by Company, if equally applied to all other similar Company dealers, shall not constitute a change in the competitive circumstances of Dealer.

I. The Company reserves the right to deal directly with Government Departments and National accounts.

J. This Agreement will be governed by the laws of the State of Florida.

(Dealer Name) _____

By _____ Signature _____
(print name)

Title _____

Date _____

THE POWER BARROW COMPANY LLC

By _____ Signature _____
(print name)

Title _____

Date _____

SCHEDULE A

Primary Area of Responsibility:

Sales Expectation

Year 1	28 Units
Year 2	36 Units (min 3 per Month)
Year 3	48 Units (min 4 per Month)

Year 1 Ordering Pattern

Month 1 (on signing of Agreement)	10 Units
Month 2	0 Units
Month 3	0 Units
Months 4 through 12	2 Units per month

Failure to order product for 2 consecutive months after month 4 will result in us reviewing the contract to determine whether to continue.

Suggested Initial Order Mix

Power Barrow Type	Qty	MRSP
Rocky 6 Cubic Foot Bucket Honda GCV160	4	\$1499
Rocky 6 Cubic Foot Bucket Honda GXV160	2	\$1699
Buddy 8 Cubic Foot Bucket Honda GXV160	2	\$1899
Brutus 10 Cubic Foot Bucket Honda GXV160	2	\$1999
Dealer Initial Purchase	10	

Any Accessories purchased will be at a 25% Discount from MRSP