



Member's

## Corner

**"How we spend our time is different than it used to be"**

by Steve Grossman, CPMR  
Former IHRA President / Chair

It was nice to have a month off writing this column and thanks go out to Peter Bang-Knudsen and John Provenza for their commentaries. Remember, this is your newsletter so don't hold back if you have an opinion you wish to share and express.

The issue that has been going through my head lately is how much our role has changed over the last number of years. When I first started out I spent most of my time traveling and getting orders. Now it seems I spend most of my time following up on orders, making sure everything happens correctly and on time or spending time correcting what the factory and/or customer changed without informing the others involved.

Below are some current events. Please let me know if they happen to you, as well:

- *Problem number 1:* After much negotiation, multiple containers of metal shelving were scheduled for shipment to numerous warehouses. 80% were packaged for retail and the rest were for display setup by a third party. The customer did a poor job letting the warehouses know what was coming and the supplier changed the number of cartons to be used for display.

In addition, the warehouses never got bills of lading and/or packing slips that showed what was in the sealed container. The warehouses were also responsible for trans-shipping product and display parts to other warehouses.

*continued on page 2*

## Legally Speaking

**Prosper at your own risk: When sub-rep success cannot be restrained**

By Gerald M. Newman — IHRA Legal Counsel

Your doggedness and proficiency on behalf of a national manufacturer have finally paid off. After 13 years of steadily increasing sales up and down your Eastern seaboard territory, Rodney, the manufacturer's general sales manager, recognizes your dedication and pays you your due by expanding your sales territory to including "everything east of the Mississippi." For the first time, Rodney even invites you to dinner with the company's COO - to whom you are introduced (intended as praise) with: "Felix, meet the sales rep who has never missed a sales call ... and probably never made a kid's birthday."

A bit shaken by the accuracy of this assessment, you overcome your mixed feelings about the personal cost of your success and seize this opportunity to throw down martinis with Rodney and Felix. Before long, you learn of Felix's plans to develop the business in some of his projected growth spots in your new territory - places like Chattanooga, Akron and Springfield. Chattanooga? You know it only in song ... something about a train. ... Akron? Your wife visited Akron once. Or, maybe it was her brother. And Springfield? The one in Illinois or Missouri? Wait. Isn't Missouri west of the Mississippi?

### Developing the sub-reps

By the next morning, you've bought a new atlas and are on the phone with some of the reps you've played golf with, well on your way to lining up a new sub-rep network to continue servicing this important principal. Over the next few months (after shedding three other principals to make sufficient time for this undertaking), you introduce your new, non-coastal sub-reps to the methods and practices that have kept you in Rodney's good graces and have made his product line an industry leader.

You don't hesitate to share the secrets behind your success in moving this line, for you've carefully put this network together from trusted colleagues, and you've covered all your bases. Each new sub-rep has signed an agreement reciting how this sales relationship was forged exclusively by you, and each were agreeable to an equitable split of commissions earned. The subs also accepted the boiler plate, non-compete language that you have always tried to delete when it was inserted into your sales rep contracts with manufacturers. This enables you to carefully restrict, on your own word processor, your assemblage of sub-reps from representing any other line for three - no, make that five - years following termination of the agreement.

And your hard work and thoroughness pay off again. For the next 18 months, "your" network increases Rodney's sales east of the mighty

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## Steve Grossman (from page 1)

Now I am left trying to keep the customer happy, the customer holding back 20% of payment, the supplier getting proof of deliveries, and contacting all the warehouses to find out if they got everything.

• *Problem number 2* is simply a truck quantity change that the customer made with the manufacturer without notifying us. My office missed the change and the manufacturer ignored it and shipped what they agreed to originally.

We told the customer there are 48 half pallets to the truck. They cubed it out to be 62 units on a 53" truck. So when the customer came to pick up more than the 48 units, they did not fit. Since the goods are private label, they really can't be profitably sold to another customer. To make sure the product got there before the promotion, we prepaid the leftover goods and now we are trying to get paid back for freight we should not have had to pay.

I have worked with this manufacturer for over 10 years and they are nice and good people. But the decision maker at the factory is spread so thin, that everything is

done in the final hour. I have to call, fax and email multiple times to get him to pass on the info so his efficient staff can finish the job. I have discussed this problem with him and talked about resigning but he says he cannot do it without me and only I understand the account. Many days I argue with myself whether to stay or resign. I guess I will stay on the fence for a while longer.

As I have said in previous months, we as reps need to bring value to both sides of the equation, if not we are just order takers.

Look forward in seeing you all at the Show in March. Just because it's at a different time of year does not mean it is bad or wrong. Think positive! Develop ways to make it work for you and your customers.

Take a half-day to walk the aisles of products your current customers buy and sell. Then expand your horizons and look at the new sections of the show to find that new product line you would have missed.

Steve Grossman, CPMR, [steman4@aol.com](mailto:steman4@aol.com)

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## Legally Speaking (from page 1)

Mississippi by nearly 20 percent. Never resting, you continue with your fly-arounds and ensure the sub-reps are all performing up to your own high standards. You allow yourself to consider turning this into a true national account. Felix must envision more growth sales to the west. What about Wichita, you wonder. Des Moines? Maybe even Reno. You've always wanted to visit Reno on an expense account.

With visions of your own manifest destiny racing around your cerebellum, you call Rodney to discuss presenting some additional expansion concepts to Felix, trying not to sound too presumptuous. Oddly, your call does not go through. Later, word finally reaches you that Felix's further growth plans evidently did not include your man Rodney.

**Whose sub-reps are they, anyway?** Your introduction to Sheila, Rodney's replacement, is icy at best. Two weeks into her new job, Sheila wonders aloud how your small, border-state rep firm can efficiently manage the company's sales half a continent away. "No wonder Felix brought me

in," she tells herself. You had always felt your growth record spoke for itself. But suddenly, the only speaking that mattered was being done Sheila to Sheila.

You are not surprised to receive the termination notice six weeks later. It was not unusual for new sales managers to bring in their own key people. Sheila would have to work fast to replace your network across the entire Eastern United States, but give the devil her due. She seemed capable. Besides, the company was honoring its contractual post-termination commission obligations.

Harboring hopes of keeping your sub-rep network together, you open negotiations with possible replacement lines. Your network is already in place, experienced, in need of a new line, and could be leveraged to look quite attractive to other manufacturers. Competitors who had watched your success with envy until now could step right up to fill the void. And Rodney never insisted you sign a non-compete. Upon broaching the topic of taking on a new manufacturer with one of your trusted subs ...

WHAM! You find out the subs weren't terminated at all.

Instead, Sheila had quietly cut you out when she had signed most of those spineless, disloyal subs to new rep agreements directly with the company - and at reduced commissions. Perhaps you could stomach your own termination, but you not watch Sheila rob you of the sub-rep network you had so painstakingly planted and harvested. Not without a fight.

### The fight?

"What do you mean, there wasn't a non-solicitation clause?!" Rex, your fire-breathing rep lawyer booms the next morning. "We could of sought to restrain and enjoin Sheila from going after your subs!"

What? No injunction? You really aren't in the mood to hear Rex's version of the "why didn't you see me sooner" speech, particularly since he made it sound so painfully obvious that you should have. You may have covered your contractual bases with the sub-reps, but the contract you signed with ol' Rodney did noth-

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## Legally Speaking (from page 2)

ing to prevent Sheila from seeking to exploit the rep relationships you handed to her. Adding insult to injury, Rex was making it sound like your failing to come up with the contract to protect your rights as the sub-rep assembler was the worst blunder since Custer led his cavalry unit into Little Big Horn. Maybe General Custer should have had you draft him a nice contract, too, Rex.

Sensing your disappointment, Rex counsels that you might have a cause of action against the company for wrongfully or “tortiously” interfering with your contract with the sub-reps. “Attoboy, Rex,” you tell him, pausing to think how much that sounded like you were praising a canine. “Now, what about those turncoat subs?”

Belatedly, you realize that you had interrupted Rex, who was busy qualifying his tortious interference theory with cautionary lawyer phrases that you didn’t care for, including how “proving damages won’t be easy,” something about an “uphill battle,” and how juries are “fickle.” Fickle? C’mon, Rex. Where’s the fire?

“As for the sub-reps,” he continues without conviction, “The idea of a non-compete was probably appropriate, but the language is not what I would have recommended.” Of course not, you think to yourself. But I didn’t charge myself by the hour for modifying a form. “What’s wrong with the language,” you ask aloud.

“Well,” intones the fireless counselor, “For starters, the non-compete only restricts these subs from representing other lines. It does nothing to limit their ability to continue representing the same line directly for the principal.” Could that possibly be right? The pounding in your head grows louder as you try to decide whether the company had all along plotted to steal the network you built and trained, or if Sheila had just gotten lucky. “Moreover,” Rex continued. But, in truth, you hear very little after that. Rex’s “moreover” turns

out to be that any restriction on competition for more than two years was difficult to enforce, so your five-year restriction was almost certainly “too long under the circumstances.” Soon, you start spending unprecedented time with your children, including attending your first pizza-and-petting-zoo party. Unfortunately, hosting 20 5-year-olds proves to be no elixir for your headaches. It also dawns on you that it is difficult to both attend and pay for these birthday parties. And ... what is that on your shoe?

### Lesson learned

Perhaps you would elect to sue the company for tortious interference. And perhaps you would pursue the subs, not just for the immediate injunctive relief you had hoped for, but a straightforward claim for breaching their contracts by repping the product line without paying your share of the commission payments. You understand that the theory isn’t fool-proof, but maybe the company’s anxious to work something out with you before the reps get scared off. At the same time, you’re not completely comfortable with the idea of suing your former rep buddies. You also recognize that, given time, Sheila is perfectly capable of replacing each of them with new reps who won’t owe you a dime on their sales. Preparing to move on, you first authorize Rex to fire a letter off to Sheila and to each of your subs, rattling his saber and suggesting a prompt, fair settlement offer. Perhaps copying Felix on the letter will cause him to reemerge and forge a confidential deal. If an amicable resolution can’t be quickly reached, will you file suit? Leave them wondering about this as your primary focus returns to sales and developing new business lines and relationships.

With the new season, you’ve lined up a competing manufacturer with a very attractive product line. After all those years with the other manufacturer, this makes quite a change, but you haven’t lost your zeal for sales,

and you’re determined to continue in the manner that has always brought you success ... with only one change. Trying not to picture Rex turning on his meter as soon as you step off the elevator, you head toward his office, carrying for review both the proposed sales rep agreement you just received, and - in case the opportunity ever again arises - your original sub-rep agreement.

### Q & A

#### QUESTION

In the absence of an agreement between a rep organization and its employees who are compensated on a commission basis (where the employee is paid a percentage of the commissions earned by the agency due to his/her efforts), is the employee entitled to post-termination commissions upon termination of his/her employment?

#### ANSWER

If there is no agreement regarding post-termination commissions, the employee could claim an entitlement to post-termination commission on the theory of “procuring cause” (i.e., the employee was the procuring cause of the business that resulted in the commissions received after his/her termination). To protect rep organizations from claims by employees for post-termination commissions, a written employment agreement should be in place that addresses the employee’s entitlement to post-termination commissions, as well as other conditions of employment.

*Gerald M. Newman, partner in the Chicago law firm of Schoenberg, Fisher, Newman & Rosenberg, Ltd., serves as general counsel to IHRA and is a regular contributor to The REReporter. He participates in Expert Access, the program that offers telephone consultations to IHRA members.*

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## Letters to the Editor

In the February issue of The **REPorter**® we printed a letter from IHRA member, John Provenza, with comments about the International Home & Housewares Show change of dates from January to March. Here are two more letters:

From: **Perry Reynolds**, *IHA Vice President*,  
Marketing & Trade Development

We would like to thank Bill Weiner for offering us this space to recap the process that led to the move of the International Home & Housewares Show to March.

Five years ago, as IHA Directors and staff were meeting with exhibitors and retailers, it was clear that January was creating business issues for a number of industry segments. The IHA Board of Directors, which is composed of exhibitors, asked staff to do in-depth research and determine whether there was a viable alternative.

The research included in-person meetings with individual retailers and exhibitors, multiple retailer and exhibitor advisory council sessions, Show site surveys and fax and email surveys of domestic and international Show participants. Many voices with a variety of opinions were heard and noted. The one clear consensus was that all parties were looking for fewer, more productive show events.

The Board reviewed the research, participated in advisory group meetings and listened to the broad base of opinions and then concluded that the Show would better serve the industry if it were held in March.

The sole objective of IHA Board and staff is to deliver the most valuable Show to the industry.

As we set our sites on the upcoming, repositioned March event, we encourage the industry to refocus objectives on the new opportunities the Show is sure to offer. The opening of new complimentary categories, over 400 new exhibitors and many returning exhibitors after an absence of one or more years, greater international participation and buyer registration numbers on a track to exceed previous years; each of these present the chance to enhance your business at this year's Show.

We hope you have a productive Show.

If we can be of any assistance to you, please let me know. If you have not yet registered, you can do so at [www.housewares.org](http://www.housewares.org) or through a link on the home page of the IHRA website at [www.ihra.org](http://www.ihra.org).

Best Regards,

Perry Reynolds  
Vice President, Marketing & Trade Development  
International Housewares Association  
[preynolds@housewares.org](mailto:preynolds@housewares.org)

From: **Joel Johnson**, *President*, H. A. Mack & Co., Inc.  
Manufacturer of Tabletop & Kitchen Accessories

I must admit that I do look forward to your monthly newsletter and enjoy the commentary of your various contributors. Having known Peter Bang-Knudsen for the last twenty or more years, much of what he wrote in the February issue ("*The Role of Multiple Line Independent Manufacturer Representatives In 2004*" - lead article) was not only familiar, but true. However, I did want to comment about Mr. Provenza's article - ("*So here we are in January . . .*" on page 4) - about the International Home & Housewares Show in March.

In my view, moving the Housewares Show to March has primarily benefited the larger electrical appliance exhibitors. Using the weather as a reason for the change is pure folly. Perhaps the real reason for the date change is so the IHA can compete and/or conflict with The Gourmet Products Show. However, The Gourmet Show is well-entrenched, in a beautiful city, and at the right time of the year. I am not sure the 2004 venue change to Moscone West will be all that helpful, but, at least the show is in San Francisco. And if the IHA feels it can make Chicago the next Frankfurt Ambiente, well, there is even less of a chance of that happening than putting The Gourmet Show out of business.

Perhaps the real reason for the date change can be found in the future plans for McCormick Place. McCormick West is literally on the drawing boards ... 450,000 additional square feet of floor space plus more meeting rooms. This expansion will allow the Housewares Show to entice more exhibitors. However, can a show of over 2 million square feet be adequately covered in 3 days? Most buyers find Chicago daunting as it is now. What will happen once this additional building becomes part of the Housewares Show?

The Housewares Show appears to be controlled by the larger exhibitors. The IHA Board of Directors has long been dominated by executives from large companies only. Many of them have long forgotten the real purpose of the Show and what it means to most exhibitors and buyers: showing new products, meeting existing and new accounts, and getting feedback from the sales personnel. That's what shows are for now - advertising in a different medium. It is not about the size of the booth or disenfranchising smaller retailers.

Attendance at the Atlanta and Dallas markets has been reported to be good, demonstrating that a January show is both viable and valuable. From this exhibitor's vantage point, moving the Housewares Show to March serves no real purpose except to target The Gourmet Products Show. I have been led to believe that the IHA Retailer's Advisory Board had little to no direct input into the date change process, and many retailers, big and small, have told me that the move will not make their lives any better.

Time, of course, will tell if this change will make sense. But, my feeling is that the March dates will only make buyers' and exhibitors' lives more difficult, not easier.

Thank you, again, for the newsletter.

[emailto:hamack@empire.net](mailto:hamack@empire.net)

*Lots to do at this year's Show . . .*

## IHRA ANNOUNCES EXPANDED PLANS FOR 2004 INTERNATIONAL HOME & HOUSEWARES SHOW

As usual, IHRA's Hospitality Room & Resource Center will be located off the lobby of the McCormick Place South Building in Room S101B. **This year, however, IHRA's space has doubled** to accommodate more manufacturer interviews and customer meetings with IHRA members and a special program of importance for manufacturers.

The IHRA room will open each day at least a half hour before the Show to allow IHRA members to hang up their coats, have some coffee "and" and network with their peers. An exclusive IHRA member benefit!

The room schedule:

**Saturday, March 20** — 7:30 AM - 6:00 PM

**Sunday, March 21** — 7:00 AM - 6:00 PM

IHRA Breakfast & Program precedes  
Show opening

**Monday, March 22** — 8:00 AM - 5:00 PM

**On Sunday, 7 - 9:00 AM**, IHRA will hold their Annual Member Breakfast & Program. Presentations will include: **Raymond J. Hall**, CEO of the Electronics Representatives Association, *"It's All About Field Sales"* - and - **Gerry Newman**, IHRA's Legal Counsel, *"Recent Legal Activities and Results Involving Reps."* This Breakfast & Program is open to all IHRA members at no charge.

**Also on Sunday**, IHRA, in conjunction with the Manufacturers' Representatives Educational & Research Foundation (MRERF), will present a special program for manufacturers: ***"How to Better Utilize Field Sales Professionals to Grow Your Sales."***

The program will be presented in the IHRA Hospitality & Resource Center from 3:00 - 4:00 PM. All manufacturers are invited to attend this informative program at no charge. Registration for this program is at the bottom of the page.

**IHRA Members are encouraged to invite  
their manufacturers to this program!  
Send them a copy of  
the registration form, below.**

Of special importance during the three-day show will be IHRA's function as a resource for manufacturers seeking representatives. This FREE service includes manufacturers listing their needs prior to the Show (the list will be sent to IHRA members by March 6 — time for appointments to be scheduled) and during the Show. Manufacturers that want to be listed should contact IHRA at: (800) 315-7430. All manufacturers who visit IHRA in S101B will receive a copy of the 2004 Locator of Manufacturers' Representatives, at no charge.

**Please complete the following and fax to: (312) 240-1005 - or - mail to:  
IHRA • 175 N. Harbor Dr • Suite 1712 • Chicago, IL 60601. eMail: bweiner@ihra.org**

Registration for ***"How to Better Utilize Field Sales Professionals to Grow Your Sales."***  
Sunday, March 21, 2004, 3:00 - 4:00 PM • Room S101B • South Building Lobby Level  
McCormick Place, Chicago, Illinois

Please reserve \_\_\_\_ seats for this special program.

**NO Charge for manufacturers or IHRA members; \$25 each for others**

Company \_\_\_\_\_ Mfr \_\_\_ Rep \_\_\_

Attendees \_\_\_\_\_

**2004 INDUSTRY CALENDAR OF EVENTS****March**

National Coffee Association Annual Convention  
March 03, 2004 - March 07, 2004  
Laguna Niguel, CA

Natural Products Expo West  
March 04, 2004 - March 07, 2004  
Anaheim, CA

Atlanta Spring Gift, Accessories & Holiday Market  
March 13, 2004 - March 16, 2004  
Atlanta, GA

Dallas International Gift & Home Accessories Market  
March 13, 2004 - March 16, 2004  
Dallas, TX

Coffee Fest Washington, D.C.  
March 19, 2004 - March 21, 2004  
Washington, DC

IHA Home & Housewares Show  
March 20, 2004 - March 22, 2004  
Chicago, IL

Globalshop  
March 22, 2004 - March 24, 2004  
Las Vegas, NV

EX-TRACTS  
March 26, 2004 - March 29, 2004  
New York, NY

New York Home Textiles Show  
March 26, 2004 - March 29, 2004  
New York, NY

Boston Gift Show  
March 27, 2004 - March 30, 2004  
Boston, MA

Los Angeles Gift & Home Accessories Market  
March 28, 2004 - March 30, 2004  
Los Angeles, CA

Take Me 2 Tea Expo  
March 28, 2004 - March 30, 2004  
Las Vegas, NV

SIAL China  
March 30, 2004 - April 01, 2004  
Shanghai, China

**April**

New York Spring Tabletop Market at 225  
April 17, 2004 - April 22, 2004  
New York, NY

New York Spring Tabletop Market at 41 Madison  
April 17, 2004 - April 22, 2004  
New York, NY

SCAA Conference & Exhibition  
April 23, 2004 - April 26, 2004  
Atlanta, GA

**May**

Spring NASFT Fancy Food Show & FMI Show  
May 02, 2004 - May 04, 2004  
Chicago, IL

Gourmet Products Show  
May 09, 2004 - May 11, 2004  
San Francisco, CA

SOURCES  
May 15, 2004 - May 18, 2004  
New York, NY

NRA Restaurant, Hotel-Motel Show  
May 22, 2004 - May 25, 2004  
Chicago, IL

**June**

Portland Gift & Accessories Show  
June 05, 2004 - June 08, 2004  
Portland, OR

IDDBA Dairy-Deli-Bake  
June 06, 2004 - June 08, 2004  
Washington, DC

All Candy Expo  
June 08, 2004 - June 10, 2004  
Chicago, IL

Coffee Fest Las Vegas  
June 12, 2004 - June 14, 2004  
Las Vegas, NV

Dallas International Gift & Home Accessories Market  
June 23, 2004 - June 30, 2004  
Dallas, TX

NASFT Summer Fancy Food Show  
June 27, 2004 - June 29, 2004  
New York, NY

**July**

Atlanta International Gift & Home Furnishings Market  
July 06, 2004 - July 15, 2004  
Atlanta, GA

The Gift Fair in Atlanta  
July 09, 2004 - July 12, 2004  
Atlanta, GA (800-242-7469)

California Gift Show  
July 17, 2004 - July 20, 2004  
Los Angeles, CA

San Francisco International Gift Fair  
July 24, 2004 - July 28, 2004  
San Francisco, CA

Washington Gift Show  
July 25, 2004 - July 28, 2004  
Chantilly, VA

**August**

Orlando Gift Show  
August 07, 2004 - August 10, 2004  
Orlando, FL

CGTA Canadian Gift & Tableware Show  
August 08, 2004 - August 12, 2004  
Toronto, Canada

# Manufacturers Seeking IHRA Field Sales Professionals

**Products:** Ceramic Dinnerware, Tabletop, Giftware

**Products:** Lamps & Light Fixtures: High-Tech Lighting, Task

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This is an IHRA service to keep members advised of lines available. The listing of a manufacturer should in no way be construed as an endorsement of that line by IHRA, it being the obligation of each member to make their own evaluation of the line.

**Manufacturers:  
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If you're not a member of IHRA, you  
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