

# Dynamic Brands



## DEALER APPLICATION

Business Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

D/B/A: \_\_\_\_\_ Federal Tax I.D.: \_\_\_\_\_ State Tax I.D.: \_\_\_\_\_ Years in Business: \_\_\_\_\_

Contact Person: \_\_\_\_\_  
(Name) (Title) (Phone if different than above)

\_\_\_\_\_  
(Street Address) (City) (State) (Zip Code)

Shipping Address: \_\_\_\_\_  
(Street Address if different than above) (City) (State) (Zip Code)

Website Address: \_\_\_\_\_

\*\*\*\***Important**— Please indicate if your shipping address is residential or a business. Circle one: Residential Business

Invoices & Statements are faxed and/or e-mailed; please select preference and include information below:

E-mail Billing Address: \_\_\_\_\_ and/or Fax Billing Number: \_\_\_\_\_

Accounts Payable Contact: \_\_\_\_\_  
(Name) (Phone if different than above) (Email Address if different than above)

Preferred Method of Communication: Phone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_  
(Check preference)

Type of Business  
☐ Golf Course  
☐ Off Course  
☐ Driving Range  
☐ Sporting Goods  
☐ Other  
☐ Internet Only Retailer (if internet only retailer, please provide web address) \_\_\_\_\_

Ownership:  
☐ Sole Owner  
☐ Partnership  
☐ Corporation  
☐ Limited Liability Company

Requested Credit Limit: \$ \_\_\_\_\_

Applicant authorizes Dynamic Brands ("DB") to investigate all aspects of Applicant's credit history. If approved for credit, Applicant agrees to pay DB for all products delivered to Applicant or Applicant's designee. In the event that DB is required to collect any sum due from Applicant, Applicant agrees to pay any and all costs incurred by DB to enforce its rights under this Credit Application including, but not limited to, reasonable attorney's fees, court costs and collection costs. Applicant agrees to pay any invoice from DB within the terms of the sale or DB shall be entitled to charge cumulative interest at the rate of 2% per month or the maximum amount allowed by law. DB reserves the right to terminate Applicant's credit if Applicant becomes delinquent on any payments. DB reserves the right to periodically review Applicant's credit and cancel Applicant's credit line at any time. Applicant shall have 30 days from invoice date to review and notify DB of any discrepancies. If Applicant fails to notify DB of any discrepancies within the 30 day period, Applicant shall be deemed to have accepted the invoice "AS IS". Upon delivery, Applicant shall have 7 days to inspect said goods and notify DB in writing of any nonconformities or defects. If Applicant fails to notify DB of any nonconformity or defect within the 7 day period, Applicant shall be deemed to have accepted said goods in "AS IS" condition. If Applicant returns nonconforming or defective goods to DB within 7 days of taking delivery, DB shall issue a credit in the amount of the purchase price to Applicant towards future orders of goods. DB does not offer cash refunds. Applicant may return conforming goods within 30 days of receiving said goods in exchange for a credit towards future orders of goods less a 15% restocking fee. Applicant must obtain a prior Return Authorization from DB before returning any goods or DB may refuse shipment. To promote healthy competition among the Dynamic Brands Companies and its competitors, DB has adopted the following policy: If we become aware of any media advertising in which a retailer directly or indirectly advertises DB products at less than the minimum advertised price, DB will have the right to defer shipment of unfilled orders, cancel unfilled orders, refuse reorders, and/or cease doing business with that retailer. DB alone will decide whether media advertising (Internet, catalog, newspaper, magazine, flyer, television, etc.) directly or indirectly advertises Dynamic Brands products at less than the minimum advertised price or conveys the impression that the retailer will accept a lower price. Media advertising such as "Call for Unbelievable Prices on DB product", "Prices on DB product so low we cannot print them", or "DB product for only (some specified dollar amount) including a free accessory" or Internet auction sites (such as eBay) that display a "Make Offer" option will be considered a violation. Separately, Dynamic Brands products may only be sold at authorized physical locations or retail websites pre-approved by DB in writing. Written approval from DB is needed before selling products on any internet site other than your company website. Dealers may not sell Dynamic Brands products by mail order catalog, Internet sites, such as eBay, that include auctions, or internationally without DB prior written consent. By signing below, you certify that all of the above information is true and accurate to the best of your knowledge. This Credit Application shall be governed by Virginia law. **By signing below, Applicant agrees that if any dispute arises between the parties said dispute will be resolved by a court of competent jurisdiction located within the city of Richmond, Virginia. Applicant waives any right to request a change of venue to a different forum or a forum located outside the Commonwealth of Virginia.**

(Signed) \_\_\_\_\_ (Title) \_\_\_\_\_ (Date) \_\_\_\_\_

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## PERSONAL GUARANTY

As an inducement for DB to extend credit to Applicant, the undersigned hereby agrees to personally guaranty the payment of any debt due to DB by Applicant. The undersigned waives the right of presentment. DB is not required to notify the undersigned of any default by Applicant. DB may pursue collection of any debt owed by Applicant against the undersigned without first proceeding against Applicant. The undersigned agrees to be jointly and severally liable for any debt incurred by Applicant. The undersigned agrees to reimburse DB for any and all costs incurred by DB to enforce this guaranty against the undersigned including, but not limited to, reasonable attorney's fees, court costs and collection fees. The undersigned also acknowledge that he or she is bound by the same terms and conditions as outlined above. The undersigned also authorizes DB to investigate the undersigned's credit history.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ Social Security # \_\_\_\_\_

Home Address \_\_\_\_\_

Physical Address if the above Home Address is a P.O. Box: \_\_\_\_\_

Home Telephone No. \_\_\_\_\_

**\*\*\*PLEASE SUBMIT A COPY OF YOUR RESALE CERTIFICATE WITH THIS APPLICATION\*\*\***

Sales Representative Approval:

Sales Rep Name: \_\_\_\_\_ Sales Rep Number: \_\_\_\_\_ Contact Information: \_\_\_\_\_

Salesmen Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## TO BE COMPLETED BY DYNAMIC BRANDS

Date Received: \_\_\_\_/\_\_\_\_/\_\_\_\_

Rep Approved (if above is not signed): \_\_\_\_/\_\_\_\_/\_\_\_\_

Account#: \_\_\_\_\_

Account Name: \_\_\_\_\_

Territory: \_\_\_\_\_

Tax District: \_\_\_\_\_

Terms: \_\_\_\_\_

Credit Limit: \_\_\_\_\_

Signed Guaranty: \_\_\_\_ Yes \_\_\_\_ No

Date: \_\_\_\_\_

Credit History: \_\_\_\_ Yes \_\_\_\_ No

Date: \_\_\_\_\_

Notes: