



ADVENTURE
SPORTS INC.

DEALER APPLICATION



NEILPRYDE



NEILPRYDE

Company Biography

Check appropriate Store Description:

	Windsurfing Specialty
	Surfing Specialty
	Water-ski / Wakeboard
	Personal Watercraft
	Outdoor Specialty
	Other, Please Specify _____

Annual Sales \$ **Number of Employees**

Sales Origination

%	In store Sales	Provide School lessons: _____ Yes _____ No
%	Phone / Mail Order Sales	If Yes, # of Lessons _____ Year
%	Internet Sales	Rental Business: _____ Yes _____ No

Size of Retail Space	SQFT
% of Space to Windsurfing	%
% of Space to Surfing	%
% of Space to Kite-surfing	%
% of Space to Wetsuits	%

Your next forecast in units:

	Windsurf Boards
	Surf Boards
	Kite boards
	Wetsuits

Credit Application

Bill to Address:

Legal Business Name:	
Address 1:	
Address 2:	
City:	
State:	
Zip:	
Telephone Number:	
Fax:	
Email address:	
Web Site Address:	
Buyers Contact:	
Accounts Payable Contact:	

Other Legal Information:

D/B/A:	
Type of Business Organization:	
State of Incorporation:	
Federal ID#:	
State:	
Number of Years in Business:	

Principal:

Name:	
Social Security #:	
Address:	
City:	
State:	
Zip:	
Telephone Number:	
Mobil Number:	
Email Address:	
% of Ownership:	

Ship to Address:

Business Name:	
Address 1:	
Address 2:	
City:	
State:	
Zip:	
Telephone Number:	
Fax:	
Email Address:	
Web Site Address:	
Buyers Contact:	

Banking:

Name of Bank:	
Address:	
City / State:	
Telephone Number:	
Officer Name:	
Line of Credit:	

Trade References:

Company Name:	
Contact Name:	
Telephone Number:	
Fax:	

Company Name:	
Contact Name:	
Telephone Number:	
Fax:	

Have you ever had bankruptcy protection? _____	In What Year? _____
In order to Obtain expanded credit limits, would you sign a Personal Guarantee? _____	

Applicant signature attests to the accuracy of the information supplied herein and is authorizing the listed trade and banking references to release any information necessary to Adventure Sports, Inc. in it's consideration to the establishment of dealership.

Signature _____ **Date** _____

Name _____ **Title** _____

Terms and Conditions

Terms of Sales:

Terms of sales are C.O.D. Pre-paid, Credit Card. We offer Net 30 Terms for approved credit accounts only. All prices are in US dollars.

Freight Charges: All prices are F.O.B. Adventure Sports warehouse. The dealer will be responsible for all freight charges, including applicable C.O.D. Charges.

Credit Terms Policy:

To establish a credit line, we may require you to sign a personal guarantee, UCC security agreement and financing statement. Credit limits are established based on credit history and the level of security that you have provided.

Payment of invoices with terms, are expected on our offices at the due date. We will extend a grace period of 15 days after the due date of the invoice, to honor any discounts given on the shipment.

Delinquent accounts: In the event that any invoice becomes 30 days late, further credit may be suspended until further notice. Accounts with suspended credit may be shipped only on a C.O.D. or Pre-payment / Credit Card basis.

Interest will be charges in the amount of 1.5 % per month or the maximum amount allowed by law on any past due invoice.

In the event that any invoice becomes 60 days late, the entire account will be placed on hold with no further shipments. If the accounts remain delinquent and we cannot otherwise resolve the matter to our satisfaction, Adventure Sports will place the account with the debt collection agent or attorney for immediate collection. Customer agrees to pay collection fees, including reasonable attorney's fees.

NSF/Returned checks will automatically redeposit and it will require a \$25.00 processing fee per check returned.

Backorders:

If the goods are not currently on hand, they will be placed on backorder and will be shipped as soon as available. All regular open orders, excluding pre-season orders, will be automatically cancelled after 30 days.

Returns:

A Return Authorization number (RA#) must be obtained before any goods are returned to Adventure Sports. Unless otherwise specified, any merchandise returned, not due to warranty, will be subject to a restocking fee of 15% of the original purchase price and you must bear all shipping costs. Returns must be accompanied by the original invoice for that product.

Advertising:

Before the use of the names, logos, likeness, and / or product images of Adventure Sports, Neilpryde, JP, Cabrinha, BiC, and / or Tiga, permission must be received from Adventure Sports, Inc. The approval of Adventure Sports is required in order to maintain a positive brand image, artistic design, and overall good taste.

Adventure Sports, Inc reserves the right to cancel any order. Prices, terms and specifications are subject to change at any time.

Applicant's signature attest financial responsibility, ability, and willingness to pay invoices with the terms and conditions stated in this agreement herein. If any provision of this agreement is found by a court of competent jurisdiction to be invalid, it shall be severed from this agreement without affecting the remaining provisions. Any suit to enforce any provision of this agreement shall be brought in the Dade County Court of the State of Florida.

Disclaimer (Kitesurfing products):

By signing this dealer agreement, the dealer agrees to be responsible for informing the buyer of the dangers of kites, kite lines, and kite control equipment. The dealer shall also be responsible for informing the buyer of the dangers of other in the vicinity of kites, kite lines, and their control equipment, and the recommendation of use of safety equipment including but not limited to a personal flotation device and safety helmet. The dealer shall be responsible for ensuring that the buyer has been informed that kiting is an adult sport and is inherently dangerous. Dealers should inform the buyer that proper instruction should be sought before flying the kite on land or on water. The dealer should inform the user that use of the kite may result in serious injury or even death to the user or others in the vicinity of the kite. The dealer should review the instructions of the kite, kite lines, and kite control equipment with the buyer.

Approved and Agreed:**Business / Corp. Name:**

By (Signature):

Name:**Title:**

Personal Guaranty

TO: ADVENTURE SPORTS, INC. (hereinafter ASI)

In consideration of credit and financing accommodations granted or to be granted by you to (DEALER) _____ (hereinafter "obligor"), located at _____ (ADDRESS) _____ and for other good and valuable consideration received, each of the undersigned, jointly and severally, guaranty to Adventure Sports, Inc., from property held separately, jointly, or in community, the prompt and unconditional performance of any and all obligations, liabilities and contracts, on which the obligor is in any manner obligated, heretofore, now or hereafter owned, contracted or acquired by you ("Liabilities of obligor"), whether the Liabilities of obligor are individual, joint, several, primary, secondary, direct, contingent or otherwise.

If obligor fails to pay any Liabilities of obligor to Adventure Sports, Inc. when due, all Liabilities of obligor to ASI shall be deemed to have become immediately due and payable, and the undersigned shall then pay upon demand the full amount of the principal charges remaining unpaid there under and interest on the principal charges to the maximum extend permitted by applicable state law, together with all expenses, including reasonable attorney's fees if placed with an attorney for collection, at the trial and appellate levels. Venue of any litigation arising out of this agreement shall be in Dade County, Florida.

The liability of the undersigned is direct and unconditional and shall not be affected by any extension, renewal or other change in the terms of payment between ASI and obligor, or any change in the manner, place or terms of payment or performance thereof, or the release, settlement or compromise of and/or with any party liable for the payment or performance thereof, any change in obligor's financial condition, or the interruption of business relations between ASI and obligor. This guaranty shall be continuing, and shall not be terminated by any of the undersigned so long as any sums owing to you by obligor remain outstanding and unpaid. ASI needs not exhaust its rights of recourse against obligor or any other person or any security you may have at any time before being entitled to payment from the undersigned.

This guaranty is assignable by you; and shall be construed liberally in your favor, and shall insure to and bind your and our respective successors, personal representatives and assigns, and also any of your existing or future affiliates which may extend credit to obligor.

If obligor hereafter is acquired by a corporation or changes the name of the corporation set forth above, the undersigned obligations under this Guaranty shall extend to any liabilities of the new corporation to ASI.

Each of the undersigned guarantor(s) hereby waive notice of the acceptance of this guaranty, and of presentment, demand and protest and notices of nonpayment and dishonor, and any other demands and notices required by law.



This document contains the full agreement of the parties concerning the guaranty of all indebtedness owed by obligor to ASI.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this day _____ of _____

(Signatures must be individuals, not as company officials)

Name of Guarantor

Social Security #

Date of Birth

Residence Address

Name of Guarantor

Social Security #

Date of Birth

Residence Address

Credit Card Agreement

I, _____, from _____
(name) (company)

agree to let Adventure Sports charge my credit card

_____, exp. _____.

**This credit card will be charged for any orders placed by the
Above dealer through Adventure Sports.**

(Please place copy of card here)