



3441 S. 11th Ave.  
 Eldridge, IA 52748  
 In Iowa: 563-285-4162  
 Toll Free: 800-553-8907  
 Fax: 563-285-4163  
 Web: www.douglas-sports.com  
 Email: sales@douglas-sports.com

**DEALER APPLICATION**  
**PLEASE PRINT AND FILL OUT ENTIRE FORM**

Date \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ Maximum credit applied for \$ \_\_\_\_\_

Name of Firm \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ P.O. box \_\_\_\_\_

Telephone \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Fax \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Email address \_\_\_\_\_

Please check one: Proprietorship \_\_\_\_\_ Partnership \_\_\_\_\_ Corporation \_\_\_\_\_ LTD \_\_\_\_\_

If a corporation, indicate the state and year of incorporation: \_\_\_\_\_

Principle owner or stockholders:

Name	Address	Title

Name	Address	Title

Name	Address	Title

Debtor Social Security Number(s) (For Proprietorship or Partnership):  
 \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_      \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_      \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Number of years in business under present name: \_\_\_\_\_ D & B rating: \_\_\_\_\_

Have any of the person(s) named above or any company owned by any of them declared bankruptcy? Yes \_\_\_\_\_ No \_\_\_\_\_

If so, whom: \_\_\_\_\_ When: \_\_\_\_\_

Name and address of Bank: \_\_\_\_\_

Name of Bank contact: \_\_\_\_\_

Trade references (Include: Company name, contact, city, state, zip, phone, fax #) **or attach copy of credit references**

A \_\_\_\_\_

B \_\_\_\_\_

C \_\_\_\_\_

General nature of business: \_\_\_\_\_ Company Website: \_\_\_\_\_

Contacts:

Main:	Name	Address	Title

A/P:	Name	Address	Title

Other:	Name	Address	Title

Please enter your Taxpayer Identification Number \_\_\_\_\_ - \_\_\_\_\_

(Continue to next page)

## STANDARD TERMS AND CONDITIONS

**DEFINITIONS:** "Douglas" means Douglas Industries, Inc. "Customer" means the purchaser or dealer identified in the applicable document(s) to which these Standard Terms and Conditions are attached, apply to, or referred to therein, irrespective of whether the document(s) is an invoice, order confirmation, quotation, statement, or other document (hereinafter, all references to such document(s) and to the Standard Terms and Conditions, collectively, shall be made by reference to the "Agreement"). "Products" mean the products, goods, equipment, supplies and services supplied by Douglas to Customer.

DOUGLAS' SALE OF PRODUCTS TO CUSTOMER IS EXPRESSLY CONDITIONED ON AND LIMITED TO THE STANDARD TERMS AND CONDITIONS STATED HEREIN. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY CUSTOMER ARE REJECTED UNLESS EXPRESSLY AGREED TO IN WRITING BY DOUGLAS. THESE STANDARD TERMS AND CONDITIONS SHALL BE APPLIED TO ALL DEALINGS BETWEEN DOUGLAS AND THE CUSTOMER UNLESS EXPRESSLY EXCEPTED IN WRITING.

**TERMS:** Net thirty (30) days from date of invoice with approved credit. A 5% per month, or the maximum rate permitted by law, service charge will be assessed on all past due invoices until paid in full. If this Agreement is a quotation, the terms and prices quoted (if any) will be firm only if accepted by Customer within thirty (30) days of the date of the quotation. All prices shown are f.o.b. (freight on board) Customer's place of business. All prices are subject to change without notice.

**COLLECTION:** In the event that Customer fails to make payment in accordance with the terms set forth in this Agreement, Douglas is authorized by Customer to employ alternative collection measures to obtain payment from Customer of past due amounts. Customer further agrees that any costs, expenses and fees (including but not limited to attorneys' fees) incurred by Douglas in attempting to collect such past due amounts owed by Douglas shall be added to the past due amount owed, and shall be paid by Customer to Douglas.

**MINIMUM ORDER CHARGE:** A \$5.00 Handling Charge will be added for orders less than \$50.00.

**CREDIT:** If an open account is desired, contact the sales office for credit application. If immediate shipment is required, you may prepay or request C.O.D. shipment. Shipments will be discontinued on past due accounts and credit will be reinstated at the sole discretion of Douglas Industries, Inc. There will be a \$25.00 Handling Charge on all returned checks. VISA, MasterCard, Discover & American Express accepted.

**FREIGHT:** All products are shipped UPS or common carrier. Douglas reserves the right to specify carrier on all shipments that are freight paid or prepaid and added to invoice. Carriers specified by customer are subject to a \$10.00 Handling Charge and order shipped freight "collect". Goods damaged in transit should not be accepted until transportation company's agent has noted the nature and extent of the damage on the freight bill. It is the Customer's responsibility to file damage and shortage claims.

**REFUSAL OF SHIPMENT:** If an order is refused by the Customer, the Customer will be charged for all freight and a restocking charge of 20% of the invoice, with a minimum restocking charge of \$20.00, unless the error is due to a Douglas shipping error.

**DROP SHIPMENTS:** Each drop ship location is processed as an individual order. To avoid shipping errors we recommend all drop ship orders to be faxed toll free: 1-800-443-8907 or mailed to our sale's office.

**BACK ORDERS:** If an order must be back ordered, you will be notified. Back ordered items will be shipped as soon as available until your order is complete.

**WARRANTY:** Douglas products are warranted against defects and poor workmanship for a period of one (1) year from date of delivery. Misuse or vandalism is not covered by any warranty. Douglas will repair or replace defective items upon authorized return (see RETURN POLICY). Douglas will pay ground freight only to replace defective products.

**RETURN POLICY:** No merchandise may be returned without prior authorization. Upon receipt of request for return, a RA # (return authorization number) will be issued and must appear on all return shipping labels. ALL RETURNS MUST BE SHIPPED PREPAID. Collect shipments will not be accepted. Credit for defective shipments will not be accepted. Credit for defective items will be issued only after our Inspection Department determines the items to be covered by warranty.

**AMENDMENT:** No change, modification or amendment of this Agreement shall be valid or binding on the parties unless such change or modification is in writing and signed by both parties hereto.

**NO WAIVER:** The failure of either party to enforce at any time any of the provisions hereof shall not be construed to be a waiver of such provision, of any other provision or of the right of such party thereafter to enforce any such provision or other provision.

**CHOICE OF LAW:** This Agreement, and all matters arising from or related to this Agreement, shall be governed, construed and determined by the laws of the State of Iowa. Exclusive venue for any litigation related hereto shall occur in Scott County, Iowa and the parties waive any other jurisdiction.

**SEVERABILITY:** If for any reason any provision of this Agreement shall be deemed by a court of competent jurisdiction to be legally invalid or unenforceable in any jurisdiction to which it applies, the validity of the remainder of this Agreement shall not be affected and such provision shall be deemed modified to the minimum extent necessary to make such provision consistent with applicable law, and, in its modified form, such provision shall then be enforceable and enforced.

**CAPTIONS:** The captions of this Agreement are for convenience and reference only and in no way define, limit or describe the scope or intent of this Agreement nor affect it in any way.

**FORCE MAJEURE:** If performance of this Agreement or any obligations hereunder (except monetary payments) is prevented, restricted, delayed or interfered with by reason of fire, floods or other casualty or accident, epidemics, tornado, hurricane or typhoon, earthquake, lightning, explosion, labor disputes, strikes, lockouts, slowdowns, failure of equipment or information systems, prolonged unavailability or delays in procuring materials, power or supplies, war, riots, disturbances, terrorism or other violence, any state, governmental or intergovernmental law, order, proclamation, regulation, ordinance, demand or requirements, or any other act or condition whatsoever beyond the reasonable control of the affected party, such party shall be excused from such performance to the extent of such prevention, restriction or interference.

**INDEMNIFICATION:** Customer shall indemnify and hold Douglas harmless from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) imposed upon, incurred by or asserted against Douglas that result from any act, omission or breach of any provision of this Agreement by Customer, its employees or agents under this Agreement or under any agreement with third parties.

**COMPLETE AGREEMENT:** No amendment or modification hereto nor any statement, representation or warranty not contained herein shall be binding on Douglas unless made in writing by an authorized representative of Douglas. Prior dealings, usage of the trade or a course of performance shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party had knowledge of the nature of their performance and opportunity for objection.

EXCEPT FOR THOSE EXPRESSLY PROVIDED FOR HEREIN, DOUGLAS EXTENDS NO OTHER WARRANTY, EXPRESS OR IMPLIED, FOR DAMAGE ARISING FROM THE USE OR ALLEGED FAILURE OF ANY PRODUCT NOR DOES IT EXTEND ANY WARRANTY FOR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL PRODUCTS ARE TO BE SOLD UNDER THESE STANDARD TERMS AND CONDITIONS, WHICH NO REPRESENTATIVE OF THE COMPANY CAN WAIVE OR CHANGE. ALL PRODUCT SPECIFICATIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE.

THE TOTAL CUMULATIVE LIABILITY OF DOUGLAS ARISING FROM OR RELATED TO THIS AGREEMENT WHETHER THE CLAIMS ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, SHALL NOT EXCEED THE PRICE OF THE PRODUCTS ON WHICH SUCH LIABILITY IS BASED.

DOUGLAS SHALL IN NO EVENT BE LIABLE FOR LOSS OF USE OR PROFIT OR FOR OTHER COLLATERAL, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES.

APPLICANTS SIGNATURE ATTESTS FINANCIAL RESPONSIBILITY, ABILITY AND WILLINGNESS TO PAY OUR INVOICES IN ACCORDANCE WITH THE TERMS LISTED.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Personal Guarantee for Corporate Accounts**

In consideration of the credit extended to the above firm at my/our request, I/we hereby personally guarantee the payment of all of its obligations to Douglas to include all costs of collection and attorney's fees. I/we waive notice of acceptance of the guaranty, notice of sale of merchandise sold by Douglas to the individual/firm designated above, and notice of default. I/we consent to the extension of time of payment of the indebtedness or any portion thereof.

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Signature

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Date



Douglas Industries, Inc. | 3441 S 11th Avenue | Eldridge, IA 52748 | Toll Free: 1-800-553-8907 | Fax: 1-800-443-8907