



Welcome Hobby Shops

In order to be considered for a dealer account, please complete the application and email it to sales@bkdesignsllc.com along with the MAP Policy (included at the end of this agreement), a copy of your state resale certificate and pictures of your retail location (if applicable). Approval can take up to 48 hours once we receive all the required documents.

LEGAL NAME OF COMPANY: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

TYPE OF BUSINESS:  Sole Prop.  Corp.  Gen. Part.  L.L.C.

WEBSITE URL: \_\_\_\_\_  E-Bay/ Amazon Store \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_  
Street Address or P.O. Box City, State, Zip Code

STORE ADDRESS: (if different) \_\_\_\_\_

TELEPHONE NUMBERS: \_\_\_\_\_  
Main Numbers Fax Number

BUSINESS LICENSE NUMBERS: \_\_\_\_\_  
(State and Number) (City and Number)

FEDERAL TAX I.D. or S.S.N.: \_\_\_\_\_

HOW LONG IN BUSINESS? (Years)	HOW LONG AT THIS LOCATION? (Years)
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TRADE REFERENCES:

1) \_\_\_\_\_  
Name Street Address City, State, Zip Code

Phone Number Fax Number

2) \_\_\_\_\_  
Name Street Address City, State, Zip Code

Phone Number Fax Number

3) \_\_\_\_\_  
Name Street Address City, State, Zip Code

Phone Number Fax Number

PRINCIPALS OF COMPANY: (List all principals/owners of your company)

\_\_\_\_\_  
Name Home Address Telephone Number SSN

SIGNED: \_\_\_\_\_  
Name of Officer/Proprietor/Partner/Member Title Date

## Terms of Account

- Accuracy of Information:** Dealer represents, warrants and agrees that: (a) all information given in connection herewith is true and correct; (b) BK Designs is relying on the accuracy of this information in extending credit; (c) Dealer will notify BK Designs within ten (10) days after any change in the personal or financial information provided to BK Designs, including material change in management or ownership or in Dealer's financial condition; (d) BK Designs may, periodically require Dealer to provide additional financial information as a condition of further credit or forbearance of collection; (e) BK Designs is authorized to obtain any and all information BK Designs may deem necessary from any source or reference whatsoever; (f) BK Designs may release information concerning Dealer's payment history and compliance with these Terms of Account to credit reporting agencies or credit managers; (g) Any person from whom credit information is sought is authorized to disclose information about Dealer to BK Designs; and (h) Dealer releases BK Designs from any liability whatsoever for any error or omission in the information received or disclosed by BK Designs.
- Terms of Sale:** No credit will be extended; Dealer agrees to pay promptly all chargers incurred on its account. Unless BK Designs specifically approves other terms at the time of sale, all invoices are due when the invoice is issued. Acceptance of purchase orders from Dealer on Dealer's forms shall be treated simply as the placement of an order for the goods specified therein, and shall not be construed as the acceptance by BK Designs of any terms or conditions therein that vary from the terms of these Terms of Account. BK Designs rejects any such terms that would vary these Terms of Account, and these Terms of Account shall control.
- Finance Charges/Application of Payments:** Dealer agrees to pay a finance charge of 1.5% per month (18% APR) until paid, on any balance which is not paid when due. Dealer authorizes BK Designs to apply all payments on its account to charges in the following order; (1) costs of collection; (2) unpaid service charges; and (3) unpaid invoices beginning with the oldest charge on Dealer's account. Dealer grants BK Designs irrevocable limited power of attorney to accept and negotiate any payment due Dealer for goods purchased from BK Designs, whether by joint payee check, draft, wire order, direct payment or otherwise. BK Designs may endorse said check or other payment instrument, and provide lien waivers, bills of sale, or other evidence of payment on Dealer's behalf. BK Designs shall apply all such payments received to Dealer's account, as provided in these Terms of Account, and account to Dealer for application of such payments and any excess proceeds due Dealer.
- Inspection and Acceptance of Goods:** The term "goods", as used herein, shall encompass all materials or other services or thing of value purchased from BK Designs. Dealer shall inspect promptly all goods purchased from BK Designs, and report any billing error, loss, shortage, or damage to BK Designs within twenty-four (24) hours of receipt of the subject materials. Dealer agrees to preserve evidence of any damaged or rejected goods pending BK Designs' inspection of same; and to cooperate with BK Designs' efforts to obtain compensation or reimbursement for any damage covered by insurance or third party indemnity. **Any claims or disputes concerning goods purchased from BK Designs, including any claim for breach of BK Designs' limited warranty set forth below, shall be deemed waived and released if not reported to BK Designs, in writing, within said twenty-four (24) hour inspection period.**
- Limited Warranty:** BK Designs warrants only those goods purchased by Dealer shall conform to applicable manufacturer and industry standards and specifications. Dealer agrees to inspect all goods promptly upon receipt. Dealer's acceptance of all goods shall be presumed unless Dealer gives written notice to BK Designs of any error in quantity, or defect in labor or materials within twenty-four (24) hours after receipt of the subject goods. Dealer's exclusive remedy for BK Designs' breach of this Agreement or its Limited Warranty shall be the refund of Dealer's purchase price (or a pro-rated portion thereof considering the usable, non-defective portion of such goods), repair, or replacement, at BK Designs' sole option.
- Disclaimer of Liability: EXCEPT FOR THIS LIMITED WARRANTY, BK DESIGNS MAKES NO OTHER WARRANTY OF ANY KIND WHATEVER, EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED AND EXCLUDED FROM THIS AGREEMENT. BK DESIGNS EXPRESSLY DISCLAIMS ALL OTHER OBLIGATIONS OR LIABILITIES, INCLUDING LIABILITY FOR CUSTOMER'S LIQUIDATED, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES; OR ANY DAMAGES RELATING TO LOSS OF USE, DELAY, OR DEALER'S LOST PROFITS OR REVENUES, ARISING FROM OR RELATING TO ALLEGED DEFECTS IN ANY GOODS PURCHASED FROM BK DESIGNS. BK DESIGNS SHALL HAVE NO LIABILITY TO DEALER OR TO ANY THIRD PARTY FOR ANY DELAY OR INABILITY TO DELIVER GOODS PURCHASED OR ORDERED BY DEALER BY A PARTICULAR DATE.**
- Indemnity of BK Designs:** To the fullest extent permitted by law, Dealer agrees to defend, indemnify and hold BK Designs harmless from: (a) any and all loss, cost, claim, damage, demand, or expense (including attorney's fees, costs, and/or expert witness fees incurred by BK Designs in defending such claims) arising from or relating to the goods purchased from BK Designs by Dealer, including any subsequent use, modification or re-sale of said goods by Dealer; and (b) any and all sales, transaction privilege, use and mining taxes due as a result of the sale of goods by BK Designs to Dealer.
- Remedies:** In the event of Dealer's default or impending default, BK Designs may stop goods in transit without penalty or liability to Dealer for any loss, delay, damage or other expense incurred by Dealer. BK Designs may pursue any other legal or equitable remedy, which rights and remedies are cumulative and not exclusive; BK Designs may utilize any remedies it deems appropriate without need for exhaustion of remedies afforded by this Agreement.
- Choice of Law and Venue/Fees and Costs:** Any action arising out of or relating to this Agreement or collection of Dealer's account, including the breach or interpretation thereof, shall be commenced in Orange County, Florida Court. Florida law shall govern this Agreement. This choice of law and venue provision is a negotiated term and an integral part of the bargained-for consideration for this Agreement. The prevailing party in any litigation hereunder may recover reasonable attorneys' fees and costs, including the cost of expert witnesses. The amount of such award shall be determined by the judge, and not by a jury. Notwithstanding the foregoing, Dealer agrees to pay all costs of collection (including collection agency fees) which, if this account is referred to BK Designs' attorneys, shall include a reasonable sum for attorneys' fees and costs, without regard to whether a lawsuit is commenced.
- Final Integrated Contract/Effect of Partial Invalidity:** This Agreement is the final, complete and exclusive memorandum of the parties' intent. No evidence of alleged prior dealings, usage of trade or course of dealing shall be admissible to modify, supplement, or contradict the express terms of this Agreement. If any portion of this Agreement is invalid or unenforceable, the remainder shall be enforced as written. This Agreement may be amended only in writing, signed by authorized representatives of BK Designs and Dealer.

## MAP Policy Guidelines & Agreement

Minimum Advertised Price: BK Designs LLC requires its dealers to adhere to our Minimum Advertised Price policy. MAP for each product is listed on the dealer's invoice as well as on our Web Site ([www.bkdesignsllc.com](http://www.bkdesignsllc.com)). Dealers that are found to be in violation of this policy will be provided with **ONE** warning. If a dealer continues to advertise below MAP after the warning is issued, the dealer's account will be canceled and all buying privileges revoked at BK Designs' sole discretion. Distributors who have Dealers reselling any of our products must be sure their Dealers are in compliance with our terms to retain distributorship status.

Please note the following:

1. Any information relating to BK Designs products on an Internet Website, Forum or [eBay](#) is considered to be advertising for the purposes of this policy. Electronic mail sent in response to a Dealer inquiry is not considered to be advertising.
2. MAP applies only to advertised prices and does not apply to the price at which the products are actually sold or offered sale to an individual consumer.
3. Wording such as "Click to", "Call for", "E-Mail", or "Low Prices" or any similar phrases or symbols that indicate that there is a lower price than the MAP price may not be used in any type of advertising as outlined above.
4. Bundle offers or "combos" are permitted, but may only be discounted 10% from MAP at maximum. Bundle discount can only be made when all items are ordered, paid, and shipped at the same time. Bundle prices cannot show the discounted price of each individual item, as this would be a violation of MAP Policy.
5. In accordance with MAP Pricing, advertised sales are not to take place with the exception of promotions allowed during holidays and special events. These promotions are created to help boost sales during profitable times; however, the discounted amount should not exceed 10% off MAP and promotions should not last more than 4 days, unless pre-approved by BK Designs LLC. If you have any questions regarding what qualifies as a holiday or special event please contact [sales@bkdesignsllc.com](mailto:sales@bkdesignsllc.com)

**When price wars begin, EVERYONE loses, the current and future value of our products is lost and our credibility as a reliable wholesaler is reduced. As a retailer, your profit is reduced, and there will always be someone else who will want to go cheaper. Your cooperation is appreciated.**

By signing below, I hereby acknowledge that I have read and fully understand the MAP Policy Guidelines and Agreement and will comply with it in its entirety. I also understand that any violation of MAP Policy Guidelines and Agreement will result in a termination of my dealer status and my buying privileges revoked.

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_