

# Gravity Boarding Company

1790-105 La Costa Meadows Drive

San Marcos, CA 92078

760-591-4144 Fax: 760-591-4944 www.gravityboard.com

## CREDIT APPLICATION

Date \_\_\_\_\_ Phone# ( ) \_\_\_\_\_ Fax# ( ) \_\_\_\_\_  
Business Name \_\_\_\_\_ Date Business Started \_\_\_\_\_  
Billing Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Contact Name \_\_\_\_\_ Type of Business \_\_\_\_\_  
Federal ID # \_\_\_\_\_ or Social Security # \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
Terms Requested: Prepaid  C.O.D.  Net 15  Net 30  Operations: Seasonal  Year Around

Business Ownership (check one)  Sole Proprietorship (Individual)  Partnership  Corporation (list all officers below)  LLC  
If listed with Dun & Bradstreet, give Duns # \_\_\_\_\_

Please give name, home address and phone # of principal officers or owners:

1. \_\_\_\_\_  
Name Title SS# Phone #  
2. \_\_\_\_\_  
Name Title SS# Phone #

### References:

<b>Bank Name:</b> _____ Branch _____ Address: _____ Phone: _____ <b>Fax</b> _____ Account# _____ 2 <sup>nd</sup> Acct# _____ <input type="checkbox"/> checking <input type="checkbox"/> savings <input type="checkbox"/> loan	Company Name _____ Address _____ City/State _____ Phone _____ <b>Fax</b> _____ Account # _____ Terms _____
Company Name _____ Address _____ City/State _____ Phone _____ <b>Fax</b> _____ Account # _____ Terms _____	Company Name _____ Address _____ City/State _____ Phone _____ <b>Fax</b> _____ Account # _____ Terms _____

### Bank Authorization

Buyer hereby authorizes Sellers to check Buyer's bank and credit references to obtain such information as may be required to approve this application for credit or company check privileges, including, but not limited to, credit reports and personal credit history. Buyer unconditionally releases all credit references listed from any and all liability for any damage, which might result from furnishing such information to Sellers. Buyer agrees that this application for credit or company check privileges shall remain Seller's property and will be included in Buyer's credit file. In the event of a returned check, Buyer hereby agrees to pay all returned check charges and/or bank fees and to promptly remedy such non-payment. In consideration of the granting and extension of credit or check privileges by Sellers to Buyer. I is hereby agreed that the Buyer will pay all sums when due. In the event of non-payment, the undersigned does hereby agree to pay, in addition to the principal amount due, all collection charges incurred by Seller including charges made by a collection agent up to the maximum amount allowed by law, reasonable attorney's fees and costs. Buyer further agrees to pay interest at the rate of 18% per annum commencing upon the first day following the date due for any Monies owing. In the event of breach of this contract or if Buyer exceeds the credit limit, Sellers reserve the right to change Buyer's credit terms. In the event of a dispute, Buyer expressly waives the right to a jury trial. Buyer as read and agrees to the terms and conditions on Seller's invoice and/or catalog and said terms and conditions are incorporated herein by reference. I UNDERSTAND THAT ALL COMMUNICATIONS REGARDING ANY DISPUTE OF DEBT AND/OR ANY RESTRICTIVELY ENDORSED CHECKS ISSUED AS PAYMENT (IN FULL) OF ANY DISPUTED DEBT MUST BE SENT TO THE DIRECT ATTENTION OF THE CREDIT MANAGER AT THE LOCATION TO WHICH PAYMENT IS DUE. Gravity Boarding Company 1790-105 La Costa Meadows Dr., San Marcos, CA 92078.

### Personal Guaranty

In consideration of the extension of credit or increase in credit limit by the Sellers to Buyer, the undersigned do jointly and severally personally guaranty to pay and be responsible for payment of all sums, balance and accounts due Sellers by Buyer, including collection charges and /or attorneys' fees prior to and subsequent to judgment entered by a court of law. This shall be an open and continuing guaranty and shall continue in full force and effect, notwithstanding any change in the form of such indebtedness, or renewals or extensions granted by Sellers, without obtaining any consent thereto, and until expressly revoked by written, certified notice from me/us to Sellers. Any such revocation shall not in any manner affect my/our liability as to any indebtedness existing prior thereto. I/we do hereby waive notice of the acceptance of this agreement, notice of default or non-payment and waive action required by any statute against Buyer. No delay on Seller's part in exercising any right hereunder, or taking any action to collect or enforce payment of any obligation hereby guaranteed, either as against the Buyer or any other person primarily or secondarily liable with the Buyer, shall operate as a waiver of any such right or in any manner prejudice Seller's right against me/us. I/we agree that in the event of any default at any time by said Buyer, Seller(s) shall be entitled to look to me/us immediately for full payment without prior demand or notice. If a dispute should arise, Buyer expressly waives the right to a jury trial.

Signed: \_\_\_\_\_ Home address \_\_\_\_\_  
Name (print) \_\_\_\_\_ City \_\_\_\_\_  
Phone: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Driv. Lic. # \_\_\_\_\_ State \_\_\_\_\_ Soc. Sec. # \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

### Terms and Conditions

This agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between Gravity Boarding Co., and \_\_\_\_\_.

Whereas Gravity Boarding Co. is in the business of manufacturing Streetboards and related accessories.

Whereas \_\_\_\_\_ is in the business of selling Streetboards and related accessories and is desirous of acquiring a dealership for Gravity Streetboards.

Whereas Gravity Boarding Co. is desirous of establishing \_\_\_\_\_ as an authorized dealer for Gravity Streetboards manufactured by Gravity, not therefore...

It is therefore mutually agreed that \_\_\_\_\_ is hereby established as a dealer of Gravity authorized to sell Gravity Streetboards and related accessories to the following terms and conditions.

It is hereby agreed by and between the parties to be bound by the terms and conditions set forth below:

- 1 F.O.B from manufacturer, C.O.D., or on terms with credit approval.
- 2 C.O.D. unless prior credit approval and arrangements made with Gravity Boarding Co.
- 3 All C.O.D. shipments are cash, cashiers check, or certified check only, unless the order is prepaid with Company check or prior arrangements are made.
- 4 2% per month service charges on any accounts that are past the due date.
- 5 10% restocking fee on any returned or refused shipments. Refused shipments will be charged freight both ways.
- 6 10% handling charge on any returned check.
- 7 If an account becomes past due, all orders, if shipped will be sent C.O.D.
- 8 All orders are subject to approval by factory and area sales representative.
- 9 Attorney fees and other litigation costs incurred in enforcing collections or past due accounts will be paid by authorized Gravity Dealer.
- 10 All Gravity products must be sold by an authorized dealer for warranty to be validated. Dealer agrees to sell or offer Gravity products only at location authorized by Gravity. If the authorized dealer has more than one location where Gravity products are to be sold, each location shall enter into a separate authorized agreement with Gravity. Gravity products are for retail sales of the Dealer listed in this agreement only.
  - a) All Gravity products are not available for export except by Gravity.
  - b) Gravity products are not available for resale to any authorized or unauthorized Dealer except by Gravity.
  - c) Authorized Gravity Dealer will be held liable for damages incurred by unauthorized sales.
- 11
  - a) All cancellations must be made at least 5 days prior to shipment
  - b) Gravity will not accept merchandise back for trade or credit.
  - c) Back orders will be shipped unless cancellation is received 5 days prior to shipment or a cancellation date is indicated on the order.
- 12 Any violation of the terms and conditions of this agreement shall result in termination of the Dealer authorization, upon three (3) days written notice by registered mail.
- 13 The terms and conditions in this agreement are ongoing and apply to future transactions between Gravity and above Dealer.
- 14 This agreement and authorization is not assignable without prior written consent by Gravity.
- 15 Gravity or an authorized factory representative reserves the right to inspect all defective merchandise before making a decision on validity or warrant claim. Gravity will replace merchandise on valid warranty claims. Under no circumstances will the dealer take, nor will Gravity give credit for defective merchandise without prior consent from Gravity. For further warranty information, please refer to the warranty card for individual product.
- 16 Shipping discrepancies to be reported within 7 days of delivery, carton shortages and freight damage to be reported to carrier.

I have read the foregoing statement of terms and conditions, and understand their contents. I am authorized to sign for the Authorized Dealership and agree to be bound by the terms and conditions stated.

X \_\_\_\_\_ Date \_\_\_\_\_  
*signature*

Name and Title \_\_\_\_\_

Store Name \_\_\_\_\_ Phone: \_\_\_\_\_ Fax \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

## Certificate of Resale or Exemption in the State of California

I, THE UNDERSIGNED, HEREBY CERTIFY THAT:

I hold a valid sales permit No. \_\_\_\_\_ issued pursuant to the Sales & Use tax Law of the state of California; that I am engaged in the business of selling \_\_\_\_\_ that the tangible personal property described herein which I shall purchase from: Gravity Boarding Company 1790-105 La Costa Meadows Dr. San Marcos, CA 92078, will be resold by me in the form of tangible personal property; PROVIDED, however, that in the event any such property is used for any purpose that retention, demonstration, or display while holding it for sale in the regular course of business. It is understood that I am required by the Sales and Use Tax Law to report and pay for the tax, measured by the purchase price of such property. Description of property to be purchased: Skateboards, Accessories, Clothing, and Related Items; Or The statutory reason for claiming exemption or exception is: \_\_\_\_\_ State of \_\_\_\_\_. This certificate shall continue in force until revoked and shall be considered a part of each order given to the above Seller(s).

State Vendor #	Effective Date
Purchased at	By/Title
<b>• Please attach a copy of your state resale or exemption certificate or vendor's license.</b>	