



Vantage Point Archery
3834 Vanguard Drive
Fort Wayne, IN 46809
O: 260-478-8722
C: 260-273-9116
info@vparchery.com

DEALER APPLICATION FORM

ACCOUNT POLICY:

In order to establish an account, you must first meet the following requirements:

- *Operate a full-time retail business at least 5 days a week*
- *Open to public during commonly accepted business hours*
- *Have all necessary Federal, State, and Local Licenses*
- *Maintain an Inventory*

Vantage Point Archery does not knowingly sell to individuals who operate out of their homes or who wish to purchase solely for their own use or for that of their friends. All applications are subject to approval at our home office and acceptance for processing does not constitute our approval of the application.

***Legal Name**

***Business Name (DBA)**

***Owner's Name**

Billing Address:

***Billing Address:**

***City**

***State**

***ZIP**

***Phone Number**

***Email Address**

Fax Number

How long has the above business
been operating under this name?

How long has the present owner
been operating this business?

Check the following boxes of products that you presently carry or that
you are planning to carry in your retail store:

☐ Archery Bows

☐ Archery Broadheads

☐ Archery Apparel

☐ Archery Accessories



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EXPORT ORDERING POLICIES AND PROCEDURES

When ordering, please include quantity and item number with color or size numbers where applicable. We will prepare and fax/email you an invoice showing all information concerning your order. Invoice includes: our order number, SHIP TO and SOLD TO, quantity, item number and description, unit price, extension, page sub-totals, freight charges and invoice total. You can make modifications to Purchase Orders until you advise payment instructions. Once you give us the confirmation with payment, the invoice will be released, and additional modifications cannot be made.

All merchandise must be prepaid before we can ship your first order. Payment may be made by credit card, and any major credit card provider can be used. (Please note a 3% processing fee will be applied with credit card payments)

Any overpayment of your order will be held on your account and may be deducted from your next order or per your instructions, a refund check in U.S. dollars maybe be issued. A credit will be issued in the case of credit card. Overdue accounts will be charged interest from the invoice date at the rate of 1.5% per month and there will be a \$45.00 fee for returned checks.

Please include specific shipping instructions with each order or we will be pleased to select a carrier for you.

Orders are generally shipped within 5-7 working days after receiving payment.

No exclusive rights or territories are granted.

We reserve the right to approve or decline any application or order.



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EXHIBIT A.

As an independent retailer of Vantage Point Archery products, you must at all times respect VPA's rights in and to the Vantage Point Archery Trademarks and comply with the below VPA Trademark Usage Guidelines (Usage Guidelines). The purchase of goods from Vantage Point Archery does not grant you or your company a license to any of VPA's Trademarks; Vantage Point Archery grants you and your company permission to make informational references only to the VPA's Trademarks and only as necessary to identify the VPA's products you are selling through your retail outlet/s.

Please note:

1.) The Vantage Point Archery Trademarks are solely owned by Vantage Point Archery and you shall never directly or indirectly contest, or do anything to harm or impair, such ownership or the validity of the VPA's Trademarks.

2.) You are not authorized to, and as an independent retailer / wholesaler you agree you will not:

Use any of the VPA's Trademarks in or as part of your company name or in combination with any other trade name, trademark, service mark or trade dress;

Incorporate the VPA's Trademarks into your own product names, service names, trademarks or logos;

Adopt or use any trade name, trademark, service mark or trade dress which is likely to be confused with, or to dilute, any of the VPA's Trademarks;

Use any of the VPA Trademarks for any business, goods or services other than VPA's goods and services;

Apply to register or own any registration of any of the VPA's Trademarks;

Sublicense or permit any third party to use any of the VPA's Trademarks;

Advertise, promote or otherwise communicate or use the VPA Trademarks in any manner that suggests or implies that you are sponsored or endorsed by or affiliated with Vantage Point Archery.

Display the VPA Trademarks in any advertisement or promotional material in any media except in reference to specific Vantage Point Archery products offered for sale;

Display the VPA Trademarks on any website except in reference to specific Vantage Point Archery products offered for sale;

Include any VPA's Trademark in or as part of your in-store, online or outside signage, except as provided in these Usage Guidelines.

3.) Any use of a VPA's Trademark as part of an in-store display must be limited to materials provided to you by Vantage Point Archery and must be displayed in a manner that complies with the above.

4.) You may make informational reference to the VPA Trademarks, e.g. "We sell Vantage Point Archery Broadheads."



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EXHIBIT A. CONTINUED

- 5.) Any reference to the VPA Trademarks should identify Vantage Point Archery as the owner.
- 6.) Always use the appropriate symbol (®, TM or SM) in connection with all VPA Trademarks.
- 7.) Each use of a VPA Trademark should be consistent with its registered form or proper usage and should not be altered in any manner or combined with other terms. Do not vary any Vantage Point Archery Trademarks by changing the spelling or abbreviating the mark or altering the color or dimensions of the logo.
- 8.) You shall refrain from any use of the VPA Trademarks other than as described above; any use of the Vantage Point Archery Trademarks, other than as described above, must be approved in writing in advance by Vantage Point Archery.
- 9.) In the event you are no longer selling VPA products and/or upon termination of your independent retailer / wholesaler agreement with Vantage Point Archery, you will immediately cease all use of the VPA Trademarks.

TERMS & CONDITIONS

Terms are normally COD. You may use Visa or MasterCard if purchasing an order over the phone. If you have been in business for over one year and would like to apply for open account, please call for a credit application. (260-478-8722) I understand and agree to all the service and return policies as specified in the current Terms & Conditions. Proper use of Vantage Point Archery intellectual property will be provided with the approval of this application. Any proposed use of Vantage Point Archery intellectual property must be submitted in writing to VPA for approval; in its sole discretion, before use. You further agree not to infringe Vantage Point Archery's intellectual property, and disclaim all right, title, and interest in or to Vantage Point Archery's intellectual property. I have read and will comply with the attached requirements regarding the use of the Vantage Point Archery's name and logo.

Vantage Point Archery holds the exclusive rights to sell Vantage Point Archery products on eBay and Amazon. Distributors and dealers may sell on their own websites, but do not have rights to sell on public platforms. This eliminates the cross selling of products within the same platform.

Signature

I understand and agree to comply at all times with Vantage Point Archery's Trademark Usage Guidelines, as provided by VPA's (Usage Guidelines) and the restrictions on use of the Vantage Point Trademarks as set forth in Exhibit A hereto. I understand that establishing an account with VPA does not grant me a license to use any VPA trademarks or other intellectual property.

I agree that I will be responsible for all debts by the business listed on this application, and for all collection, attorney fees, and finance charges incurred by Vantage Point Archery.

Your fax number and e-mail address are used to communicate to you. By providing your fax number or e-mail address you are giving written permission to receive related information from VPA that may be of interest to you. We will not share this information or use it for any other purpose. You may opt out of receiving faxes or email from us any time in the future.

By signing this application, you hereby certify your authority to do so on behalf of the applicant and that to the best of your knowledge all information provided herein is accurate. You also hereby waive all privacy of credit information rights, laws, or regulations including the Consumer Credit Protection Act of 1968 with all amendments and give permission to Vantage Point Archery to verify all facts disclosed herein including the release of bank information. A signed, faxed copy of this application will be considered the original. Owner or officer signature required.