



NEW ACCOUNT PROFILE and CREDIT APPLICATION

New Account Wellness
 Product Interest

Section 1: General Information

Corporate Name:		Store Name:	
Billing Address:		Physical Store Address:	
City/State/Zip Code:		City/State/Zip Code:	
Corporate Telephone:	Corporate Fax:	Store Telephone:	Store Fax:
Name and title of individual responsible for business transactions:		Name/Title of Company Officers:	
Email:		Email:	
Legal Form Under Which Business Operates (select one): Corporation, Partnership or Proprietorship		Type of Business:	
Main Financial Contact :		Telephone:	Email:

Section 2: Marketing Information ****Please include internal and external images of each proposed door****

Brands Carried:		
Years in Business:	Number of Locations:	Website URL:
Where will you be selling our products: <input type="checkbox"/> Internet / <input type="checkbox"/> Retail Store / <input type="checkbox"/> Direct Mail / <input type="checkbox"/> Other If you checked "Internet" above, you MUST provide the FULL URL's or User ID's where you will sell our products. (IE: www.mysite.com , amazon.com/mystore, ebay.com/anystore, User ID bestseller, etc.)		
eBay User ID or Store URL:		
Amazon Store URL:		
Any Other User ID's or URL's:		

Section 3: Financial & Trade References - You must send us a copy of your sales tax certificate to be exempt from paying sales tax on orders.

Preferred Payment Method: Net 30 <input type="checkbox"/> Credit Card <input type="checkbox"/>	Tax I.D.:	DUNS #:
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Please complete trade reference details below. Trade references must be completed for both NET30 Terms and Credit Card payment options.

TRADE REFERENCES				
Company Name	Contact Name	Address and Phone	Credit Limit and Balance	Account Opening date
1)				
2)				
3)				

Non-Disclosure

Model Citizen Pet, Inc. reserves the right to all Model Citizen Pet’s property and deems it privileged and confidential. This is not subject to negotiation. Use or sharing of our proprietary information is prohibited.

I hereby certify that the information contained herein is complete and accurate. This information has been furnished with the understanding that it is to be used to determine the amount and condition of the credit to be extended. Furthermore, if applicable, I hereby authorize the financial institutions listed in this credit application to release necessary information to the company for which credit is being applied for, in order to verify the information contained herein.

This agreement may be executed in either written or electronic form (i.e., via an electronic or digital signature).

Print Name and Title

Signature

Date

Section 4: Internal Use Only

Division: <input type="checkbox"/> accessories <input type="checkbox"/> wellness	Region:	Allocation Code:	Account Executive (s):
		Channel of distribution: Specialty <input type="checkbox"/> Veterinarian <input type="checkbox"/> Multi-door/Major <input type="checkbox"/>	
Comments:			
Account number activation code:			

New Account Approval by Model Citizen Pet
(Signature, Date) _____/_____/_____

Please complete all Credit Card information if your form of payment will be Credit Card for all orders shipped. If seeking NET30 terms, you do not need to complete the information below.

Credit Card Authorization

Credit Card Billing Street Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Phone: _____ **Fax:** _____

I HEREBY AUTHORIZE MODEL CITIZEN PET, INC TO CHARGE THE CREDIT CARD BELOW FOR MERCHANDISE SHIPPING, INVOICES DUE, OR INVOICES PAST DUE AS PER THE AGREED UPON CREDIT TERMS. THIS INCLUDES ANY AMOUNT THAT IS READY TO SHIP ON CREDIT CARD TERMS, CREDIT LIMIT EXCEEDED, AND/OR ANY INVOICE NOT PAID WITHIN THE TERMS BELOW.

Credit Limit: \$

Type of Card (check one): AMEX _____ Visa _____ MasterCard _____

Card Number _____

Security Code _____

Expiration Date of Credit Card _____

Name on Credit Card _____

Authorized Card Holder Signature _____

Print Name _____

**MODEL CITIZEN PET, INC.
DEALER AGREEMENT
STANDARD TERMS AND CONDITIONS**

ALL SALES BY THE MODEL CITIZEN PET, INC GROUP NORTH AMERICA ¹(hereinafter, the "MODEL CITIZEN PET, INC GROUP") TO DEALERS ARE EXCLUSIVELY GOVERNED BY AND SUBJECT TO THE TERMS AND CONDITIONS CONTAINED HEREIN. TERMS OR CONDITIONS PROPOSED

BY DEALER WHICH ADD TO, VARY FROM, OR CONFLICT WITH THIS AGREEMENT ARE EXPRESSLY REJECTED AND CAN ONLY BE MADE EFFECTIVE IN A WRITTEN DOCUMENT SIGNED AND DATED BY AN EXECUTIVE OFFICER OF MODEL CITIZEN PET, INC GROUP SPECIFICALLY REFERENCING THIS AGREEMENT AND THE ORDER FORM TO WHICH THEY RELATE.

1. NOTHING IN THIS AGREEMENT OBLIGATES:
 - (a) MODEL CITIZEN PET, INC Group to sell any MODEL CITIZEN PET, INC Group products (hereinafter "Products") to Dealer; continue supplying MODEL CITIZEN PET, INC Group Products to Dealer for any period of time; or restricts MODEL CITIZEN PET, INC Group from selling any MODEL CITIZEN PET, INC Group Products to any third party regardless of their proximity to Dealer.
 - (b) Dealer to resell MODEL CITIZEN PET, INC Group Products at any particular price notwithstanding any recommended price suggested by MODEL CITIZEN PET, INC Group; or restricts Dealer from selling products that directly compete with MODEL CITIZEN PET, INC Group Products.
2. DEALER MAY NOT:
 - (a) Purchase MODEL CITIZEN PET, INC Group Products other than from MODEL CITIZEN PET, INC Group;
 - (b) Order or Purchase MODEL CITIZEN PET, INC Group Products in excess of the quantities reasonably projected to be sold by Dealer to consumers through its retail stores;
 - (c) Sell MODEL CITIZEN PET, INC Group Products other than to consumers at retail through Dealers authorized outlets and may not divert or sell MODEL CITIZEN PET, INC Group Products to an entity or person that Dealer knows or should know has the intention of reselling such MODEL CITIZEN PET, INC Group Products;
 - (d) Sell or assist in the sale of MODEL CITIZEN PET, INC Group Products in any swap meet, flea market, or other similar type environment;
 - (e) Sell MODEL CITIZEN PET, INC Group Products through mail order, catalogs, online auction websites or otherwise on or through the internet, except as specifically authorized in writing by MODEL CITIZEN PET, INC Group; or
 - (f) Use or duplicate the trademarks, copyrights, or logos of MODEL CITIZEN PET, INC Group other than with materials provided or authorized by MODEL CITIZEN PET, INC Group.
3. Dealer hereby acknowledges that a breach of this agreement will cause MODEL CITIZEN PET, INC Group substantial damage, although difficult to ascertain, and that money damages will not afford MODEL CITIZEN PET, INC Group an adequate remedy. Accordingly, in addition to all other rights and remedies as may be provided by law, should Dealer breach or threaten to breach any provision of this agreement, MODEL CITIZEN PET, INC Group will be entitled to specific performance, injunctive, and other equitable relief without the necessity of posting a bond; and reimbursement for the purchase price and other costs, including attorneys fees, incurred by MODEL CITIZEN PET, INC Group to repurchase MODEL CITIZEN PET, INC Group Products sold by Dealer in violation of this agreement.
4. Dealer may not promote MODEL CITIZEN PET, INC Group Products in any manner that reflects negatively on the MODEL CITIZEN PET, INC Group image or otherwise diminishes the MODEL CITIZEN PET, INC Group image.
5. The completion or submission of an order for MODEL CITIZEN PET, INC Group Products does not constitute acceptance of the order by MODEL CITIZEN PET, INC Group. Delivery to Dealer pursuant to an order constitutes acceptance of that order. MODEL CITIZEN PET, INC Group may accept the order in whole or in part, in its sole discretion.
6. The price is as stated in the delivery note/invoice and not on any order and are F.O.B. the applicable MODEL CITIZEN PET, INC Group shipping facility. Shipments are C.O.D. unless specific alternative credit terms have been approved. On approved credit orders payment is due net 30 days from the delivery. Common carrier shipments are on a freight collect basis. Dealer is responsible for all freight, insurance charges and duties, excise, sales, use, GST or similar taxes. Payment must be made free of deduction or set-off for any reason. Late payments bear interest at a rate of 10% per year or at the maximum rate allowed by law from the date due until paid. Dealer acknowledges that MODEL CITIZEN PET, INC Group will incur costs and expenses as a result of any failure by Dealer to timely pay monies due MODEL CITIZEN PET, INC Group which costs are not adequately for interest, including, without limitation, additional employee expenses, overhead expenses, and inventory expenses. Therefore, in addition to interest, Dealer will pay MODEL CITIZEN PET, INC Group a late charge on any unpaid balance at the rate of 1.5% per month from the date due until paid. Dealer agrees that such late fee is not penalty, but is a reasonable estimate of the expenses that will be incurred by MODEL CITIZEN PET, INC Group as a result of Dealer's non-payment or late payment of monies owed MODEL CITIZEN PET, INC Group. MODEL CITIZEN PET, INC Group may charge Dealer \$20.00 for each valid proof of delivery and \$50.00 for each returned check. Late payment or partial payment of any invoice voids all discounts, if any, from the wholesale price.
7. Each delivery will be deemed to be a separate contract. Delay in delivery or the failure to effect delivery for any reason does not render the contract subject to

responsibility and cancellation or entitle Dealer to damages however arising. Dealer is for risk of any loss, deterioration, or damage to the MODEL CITIZEN PET, INC Group Products from the time they leave MODEL CITIZEN PET, INC Group's premises. Any refused or returned shipments may be charged a 10% restocking fee.

8. Unless otherwise specified in writing MODEL CITIZEN PET, INC Group may partial ship against single order, reject orders, or withhold shipments as MODEL CITIZEN PET, INC Group in its discretion may decide. MODEL CITIZEN PET, INC Group's delivery notes signed or countersigned by an employee or agent of MODEL CITIZEN PET, INC Group will be deemed accurate for all purposes, except fraud on the part of MODEL CITIZEN PET, INC Group.
9. LIMITED WARRANTY:
 - (a) MODEL CITIZEN PET, INC Group Products are free from defects in materials and workmanship.
 - (b) MODEL CITIZEN PET, INC Group is not liable for normal manufacturing variations or for customary variations from specifications, including variations in color and weight of fabrics.
 - (c) Dealer must notify MODEL CITIZEN PET, INC Group in writing within seven (7) days after Dealer's receipt of any MODEL CITIZEN PET, INC Group Products of any claims for non-conformity, discrepancies, patent defects, or damages. Dealer's failure to notify MODEL CITIZEN PET, INC Group of any non-conformity, discrepancies, patent defects, or damages within such time frame will bar any return or claim relating thereto.
 - (d) MODEL CITIZEN PET, INC Group Products sold as "close out merchandise" or "specials" are sold "as is" and are not returnable for any reason.
 - (e) MODEL CITIZEN PET, INC Group Products may only be returned with prior written authorization from MODEL CITIZEN PET, INC Group, including a MODEL CITIZEN PET, INC Group pre-printed return authorization label (the "RA Label"). Returns without the RA Label will be refused. MODEL CITIZEN PET, INC Group may at its option, either replace the defective or nonconforming MODEL CITIZEN PET, INC Group Products, or refund or credit the purchase price. Dealer is responsible for the costs of returning any MODEL CITIZEN PET, INC Group Products to MODEL CITIZEN PET, INC Group. Returns for latent defects must be submitted within one year after the date of purchase by Dealer from MODEL CITIZEN PET, INC Group or they will be refused.
 - (f) MODEL CITIZEN PET, INC Group is not responsible in any way for delayed shipment, partial shipment, or non-shipment caused by any reason.
 - (g) **IN NO EVENT IS MODEL CITIZEN PET, INC GROUP RESPONSIBLE OR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCURRED BY DEALER HOWEVER ARISING. EXCEPT AS HEREIN SPECIFICALLY PROVIDED, MODEL CITIZEN PET, INC GROUP MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR PURPOSE, OR OTHERWISE. MODEL CITIZEN PET, INC GROUP'S LIABILITY FOR BREACH OF ANY WARRANTY OR CONTRACT IS LIMITED SOLELY TO REFUND OF THE PURCHASE PRICE OR REPLACEMENT, AT MODEL CITIZEN PET, INC GROUP'S OPTION.**
10. GENERAL PROVISIONS:
 - (a) Dealer will reimburse MODEL CITIZEN PET, INC Group for any fees, costs, and expenses, including, without limitation, attorneys' fees or the costs of a repossession or collection agency, to collect any amounts owing by Dealer to MODEL CITIZEN PET, INC Group or to enforce MODEL CITIZEN PET, INC Group's rights under this agreement, regardless of whether any lawsuit or court action has been filed by MODEL CITIZEN PET, INC Group. Except as stated herein, the parties will bear their own attorneys' fees and costs resulting from any other dispute between the parties.
 - (b) These conditions embody the entire agreement and understanding of the parties hereto and supersede any prior agreement or understanding between them with respect to the purchase of MODEL CITIZEN PET, INC Group Products or provision of services. Whenever possible, each provision of this agreement must be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this agreement is prohibited or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions hereof.
 - (c) This agreement will be governed by, construed, and interpreted in accordance with the laws of the State of California, including, without limitation, the Uniform Commercial Code as adopted by the State of California, with the same full force and effect as if this agreement was entered into and carried out entirely within such state. The rights and remedies of MODEL CITIZEN PET, INC Group hereunder supplement MODEL CITIZEN PET, INC Group's other rights, whether existing under the Uniform Commercial Code or otherwise, and all such rights and remedies are deemed cumulative and not exclusive.
 - (d) Actions or proceedings brought to enforce, or which otherwise arises out of or relates to, the agreement contained herein, must be brought and maintained only in a court of competent jurisdiction in Orange County, California. Dealer acknowledges that this Agreement is entered into and is to be performed in Orange County California, and Dealer hereby submits to jurisdiction and venue in such State and County.
 - (e) Nothing herein contained may be construed as to create a partnership, joint venture, or franchising relationship between MODEL CITIZEN PET, INC Group and Dealer. Dealer agrees to notify MODEL CITIZEN PET, INC Group in the event of a sale of the stock or other ownership interests of Dealer or a sale of more than 50% of the assets of

(f) Dealer.
Waiver by MODEL CITIZEN PET, INC Group of any term, provision or condition of this agreement will not be deemed to be a waiver of any other term, provision or condition of this agreement. Waiver by MODEL CITIZEN PET, INC Group of any term, provision or condition of this agreement on any particular order or orders will not be deemed to be a waiver of the same term, provision or condition on any other orders.

ACKNOWLEDGED AND AGREED:

Print Name

Signed

Date

Title