



15833 W Judd St * Etrick, WI 54627 * Ph: (608)525-3630 * Fax: (608)525-3633

DEALER APPLICATION

Please fill out the information below to establish a dealership with Impact Gel, LLC to purchase our products. It is our desire to provide quality products at a competitive price, backed up with quality service and support. We appreciate the opportunity to serve you and look forward to a long and prosperous relationship.

Business Name _____

Business Shipping Address _____

Business Mailing Address _____

City _____ State _____ Zip _____

Type of Entity: ___ Corporation ___ Partnership ___ LLC ___ Sole Proprietorship ___ Other

Owner/President: _____

Tax ID# _____

Re-Sale Permit # _____

Impact Gel Representative _____

Purchasing Contact: _____

Accounts Payable Contact: _____

Phone _____ Fax: _____

E-mail _____ Web-site: _____

Store Hours: _____ Years in business: _____

Trade References:

Company _____ Company _____

Acct # _____ Acct # _____

Contact _____ Contact _____

Phone/Fax _____ Phone/Fax _____

Financial References:

Bank Name _____ Bank Name _____

Address _____ Address _____

Contact _____ Contact _____

Phone _____ Phone _____

Type of Account _____ Type of Account _____

Acct # _____ Acct # _____

COMPANY USE: _____

The Applicant herein applies for a dealership with Impact Gel, LLC (Company) and acknowledges that he/she:

1. Is required to have a permanent, physical, retail location (i.e. store front) as a Dealer.
2. Understands that as a Dealer, he/she is an independent business responsible for their own record keeping and are not an employee of the Company, and that all remuneration received from the Company is related solely to the sales of products.
3. Will be provided a copy of the Company Price Sheet, which details **Manufacturer Suggested Retail Pricing (MSRP)** and **Minimum Advertised Price (MAP)**. Dealer may not discount more than 10% from the MSRP or advertise the product for less than the MAP, without prior permission, in writing, from the Company. Dealers will abide by those terms or risk termination of Dealer status.
4. Agrees not to sell any of the Company's products on EBay or Amazon without prior permission, in writing, from the Company.
5. Agrees not to share any confidential information provided by Impact Gel with any other party. This includes, but is not limited to, pricing. Dealers will abide by those terms or risk termination of Dealer status.
6. Understands that any advertising or promotional material must be approved by the Company to ensure that no claims are made pertaining to the product that are inconsistent with product usage and guarantees.
7. Agrees that nothing in this Agreement shall be construed in any manner as to make either party the agent or legal representative of the other party for any purpose whatsoever. Neither party shall have any authority, whether expressed or implied, to assume, create or incur any obligation or liability whatsoever on behalf, or in the name of the other party, or to bind the other party in any manner.
8. Understands that the Company shall not be liable for any damages, loss, cost or expenses, including incidental or consequential damages of Applicant, Applicant's sole remedy against the Company shall be that the Company shall, at the Company's discretion, replace any defective product within a reasonable time or refund of any amount paid in connection with such product.
9. Authorizes Impact Gel to make inquiries of financial and related matters for the purpose of granting credit. Agrees to pay 1.5% finance charge per month on all balances past 30 days. Agrees to allow the charging of their credit card for amount due if payment not received within 30 days of due date. Also agrees to pay collection costs and reasonable attorney fees upon default of payment.
10. Acknowledges that, misrepresentation of information provided by applicant to the Company is considered willful, fraudulent and immediately terminates this Agreement.
11. I authorize Impact Gel, LLC permission to list Applicant as a Dealer of Impact Gel products on the (www.impactgel.com) website.

Applicant's Signature & Title: _____ **Date:** _____

____ Applicant will pay by credit card: VISA MASTERCARD Am. Express Discover
Credit Card Number: _____ CCV# _____ Exp. Date _____

COMPANY USE:

Comments: _____

Approved by: _____ Date: _____