



15833 W Judd St \* Ettrick, 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](http://www.impactgel.com)) website.
12. I authorize Impact Gel, LLC permission to contact any business contacts for the purpose of a credit reference

**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: _____
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## Minimum Advertised Price Agreement

As the world's leading gel saddle pad manufacturer, Impact Gel is focused on maintaining high margins for our dealer network. In recognition of the investment in time and resources required for our high-quality dealers to provide the level of customer service and product knowledge expected from our customers, Impact Gel is committed to enforcing policies which allow our resellers to maintain high profit margins through the sale of our products. Impact Gel has an established Minimum Advertised Price (MAP) Policy that an Authorized Reseller must follow for the advertising and marketing of Impact Gel products. All Impact Gel Authorized Resellers must agree to the terms and conditions of the following MAP Policy.

### Impact Gel's MAP Policy Guidelines

MAP pricing for all Impact Gel products can be found on your current price list. All advertised prices must be at or above MAP for all Impact Gel products if a MAP price has been established by Impact Gel.

Resellers are also responsible for ensuring their Impact Gel pricing is at or above MAP on internet search engines. Resellers are free to set the actual resale price of any product as long as it is at or above MAP price given the most recent publication of the price list. Impact Gel's MAP policy for all Impact Gel products apply to advertising placements, including but not limited to: print ads (inserts, magazines, newspapers, catalogs, mail order catalogs, etc.), broadcast (radio and TV), direct mail, faxes, internet placement with third parties (banner ads, broadcast emails, destination pages, third-party sites), internet placements on resellers own website, and any flyers, posters or coupons.

From time to time, Impact Gel may permit resellers to advertise MAP Products at prices lower than the MAP price. In such events, Impact Gel reserves the right to modify or suspend the MAP price with respect to the affected products for a specified period of time by providing advance notice to all resellers of such changes.

### All Impact Gel Products Price Matching Policies

Price matching policies are acceptable. Price matching cannot be used as a valid reason for violations of Impact Gel's MAP Policy. Advertised price must always be at MAP or higher.

### Failure to Comply with the MAP Policy

At the sole discretion of Impact Gel failure to comply with MAP, intentional and/or repeated failure to abide, may result in the immediate loss of Authorized Reseller status and your ability to purchase all Impact Gel products both direct as well as through distribution.

### Impact Gel will utilize the following steps to resolve MAP violations:

1. Any and all dealers selling Impact Gel products which have not signed an Impact Gel MAP Policy agreement are classified as Unauthorized Resellers.
2. Distributors of Impact Gel are required to provide a signed MAP agreement from any dealer selling Impact Gel products. Unauthorized dealers should not be sold to or provided a feed from any distributor whatsoever.
3. Violations from Authorized Resellers will need to be corrected within 24 hours of notification.
  1. First Violation: Authorized Reseller's account will be put on hold temporarily and a written warning will be provided. MAP violations must be corrected within 24 hours. Upon correction and following 30 days of compliance, violation will then be cleared.
  2. Second Violation: Authorized Reseller's account will be put on hold for 30 days.

3. Third Violation: Authorized Reseller's account will be put on hold for 180 days. After this duration, Impact Gel will review and determine if account is to be reinstated.
4. Fourth Violation: Should Impact Gel decide to reinstate an Authorized Reseller who has previously demonstrated a third violation, yet violates a fourth time, the account will be unauthorized indefinitely.

\*\*\*Impact Gel will issue a new price list yearly, based on a calendar year. Pricing must be updated immediately upon receipt.\*\*\*

**MAP Policy Confirmation Agreement**

This Impact Gel MAP Policy and Confirmation Agreement is made on this date of \_\_\_\_\_, by and between, Impact Gel and \_\_\_\_\_.

Impact Gel places great value on the efforts of all resellers to represent our products and support their customers. Our MAP policy is intended to encourage competition for the sale of Impact Gel products in a manner that is consistent with the long-term interests of our customers. We are sure that you share our commitment to customer satisfaction and as such, we ask that you acknowledge by signing this MAP confirmation agreement.

Thank you for your prompt attention to this matter, and your continued support for Impact Gel products.

Read and Understood:

Authorized Reseller (Company Name)

Name \_\_\_\_\_

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

Web URL \_\_\_\_\_

Authorized Reseller Representative

\_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

Email \_\_\_\_\_ Phone \_\_\_\_\_