



## RESELLER'S APPLICATION

### COMPANY INFORMATION

Company Name: \_\_\_\_\_ DBA: \_\_\_\_\_

Sub Reseller(s): \_\_\_\_\_ Other Representatives: \_\_\_\_\_

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

Email: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Billing Address (if different than above): \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Shipping Address (if different than above): \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Origination Form: Sole Proprietor Partnership Corporation LLC

Length of time in Business: \_\_\_\_\_ Number of Employees: \_\_\_\_\_ Annual Sales: \$ \_\_\_\_\_ Credit Requested: \$ \_\_\_\_\_

Federal Tax ID \_\_\_\_\_ Resale License Number \_\_\_\_\_ Dun & Bradstreet Number \_\_\_\_\_

Primary Contact (Purchaser) \_\_\_\_\_ Names of primary owner(s)/officer(s) \_\_\_\_\_

Retail Presence (Online, Brick and Mortar and/or Service Center) \_\_\_\_\_

Below portion only required if applicant is requesting terms:

### BANK REFERENCE

Bank Name: \_\_\_\_\_ Account Number: \_\_\_\_\_

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

Representative: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

### TRADE REFERENCES (Please provide any additional information that would be helpful in accessing your credit. Use Additional sheets if necessary)

Company Name: \_\_\_\_\_ Account Number: \_\_\_\_\_

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

Representative: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Company Name: \_\_\_\_\_ Account Number: \_\_\_\_\_

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

Representative: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Company Name: \_\_\_\_\_ Account Number: \_\_\_\_\_

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

Representative: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_





## TERMS & CONDITIONS

By submitting this reseller application, I authorize the above institution and business to release all financial information regarding accounts and credit history. I understand that this information is being given in confidence with the sole purpose of establishing open account credit privileges with Luggie Scooter Inc. DBA FreeRider USA.

## CERTIFICATION

The undersigned hereby certifies that all information provided herein is, to the best of his/her knowledge, in all respects completely accurate and truthful. In addition, I agree to comply with the terms and conditions of the sales as referenced on the invoice. I understand and agree to pay interest at a rate of 1.5% per month on any past due balance and to pay all collection cost, including attorney fees, occurred in the course of collection any past due balance. I understand and agree that all disputes regarding my account are to be resolved in California under California Laws.

## PERSONAL GUARANTEE

Luggie Scooter Inc. DBA FreeRider USA extending credit to the above ("Company"), hereby grant a continuing guaranty for the full and prompt payments of all debts, obligations and liabilities of the Company owed to FreeRider USA. This guaranty shall be unconditional, absolute and irrevocable. Guarantor promises to pay and reimburse FreeRider USA on demand, the full amount of any dishonored negotiable instrument(s) issued by Company, including but not limited to any checks returned unpaid due to "non-sufficient funds" or "stop payment". Guarantor's obligations hereunder are independent of Company's obligation. This Guaranty is of payment due and not of collection. Guarantor consents to any modification or renewal of credit agreement hereby guaranteed. Guarantor waives any notices, including but not limited to notice of modification, default, and nonpayment. Guarantor waives the right to assert against FreeRider USA any defenses and/or counterclaims, including but not limited to setoffs, cross claims, subrogation and reimbursement, and subordination. No terms or provisions of this Guaranty may be charged, waived or revoked without prior written consent FreeRider USA. Guarantor authorizes FreeRider USA to make inquiries to determine Guarantor's credit worthiness and agrees to indemnify FreeRider USA and its agents from any liability. Guarantor authorizes and release all banks, persons and companies to furnish information to FreeRider USA.

Guarantor agree and accepts the following: (1) California state courts have subject matter jurisdiction over this guaranty and any related disputes between the parties; (2) Guarantor consents to the personal jurisdiction of California's state and federal courts; (3) Venue, as to any action in law or equity, shall be any court within the country or judicial district where FreeRider USA reside and Grantor irrevocably waives all rights to contest the exclusive jurisdiction of such courts; (4) This Guarantor shall be governed and construed under California state and US federal laws; (5) Service of process may be perfected via US mail to Guarantor in lieu of personal service; and, (6) Grantor shall pay FreeRider USA any insurance or collection agency fees, reasonable attorney(s) fees, court costs, interest charges on any past due balance at a rate of 0.05% per day (compounded daily) or 18% per year; and other consequential and incidental expenses or damages incurred in the course of enforcing this agreement. IF any provision is found invalid, then such provision shall be deemed amended to the extent necessary to render it enforceable.

I, the undersigned hereby authorize the release of my credit and request that all loans, credit, bank, trade or other pertinent history be provided as required by FreeRider USA. I further authorize the use of a fax copy of this signature be used as an original when needed.

Guarantor's Name (please print): \_\_\_\_\_ Title: \_\_\_\_\_

Current Home Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Driver's License Number: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**PLEASE INCLUDE A COPY OF RESALE CERTIFICATE WITH YOUR APPLICATION. IF THIS CERTIFICATE IS NOT RECEIVED, APPLICANTS WITHIN THE STATE OF CALIFORNIA SHALL BE RESPONSIBLE FOR SALES TAXES.**

