



APPLICATION FOR CREDIT

If you have no credit history, see Bank Verification Sheet

Application will not be processed unless, this complete form, with all information is provided.

GENERAL INFORMATION									
Name of Business:					Type of Business:				
					Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> LLC <input type="checkbox"/> Other:				
Billing Address:				City,		State		ZIP	
Telephone Number:			Fax Number:			Email Address:			
Federal Tax ID #:			State Sales Tax #:			Dun & Bradstreet # (required):			
Estimated Sales Dollars:		Number of Employees:		Years at this location:		Number of Year in Business under this name:			
If less than 5 years at this address or under this name, list previous address &/or name:									
Shipping Address if different than above:				City:		State:		ZIP:	
Telephone Number:			Fax Number:			Email Address:			
Accounts Payable Contact:				Maintenance/Purchasing Contact:					
Please provide the following information regarding principal owner(s):									
Full Name:				Title:			SSN:		
Does this company/organization require purchase orders? Yes <input type="checkbox"/> No <input type="checkbox"/>									
REFERENCES									
Please list at least 3 suppliers, which currently extend open credit to your company/organization.									
Company Name:		Contact:		Date Account Opened:		Balance:		Terms:	
Address:		City:	State:	ZIP:	Phone#		Fax #		
Company Name:		Contact:		Date Account Opened:		Balance:		Terms:	
Address:		City:	State:	ZIP:	Phone#		Fax #		
Company Name:		Contact:		Date Account Opened:		Balance:		Terms:	
Address:		City:	State:	ZIP:		Phone#		Fax #	



BANK CREDIT VERIFICATION

Application will not be processed unless, this complete form with all information is provided.

Name of company/organization requesting credit terms: _____

IN CONSIDERATION OF A REQUEST FOR AN OPEN ACCOUNT WITH SPORTSMITH:

Name of Bank:		Account Number:
Address:		
City:	State:	ZIP:
Phone:	Fax:	Email:
Contact Person:		Title:

We (I) agree to notify SPORTSMITH immediately of any changes of ownership. We (I) agree to pay all invoices according to SPORTSMITH terms. There are no Lawsuits or Judgments against this company/organization at the present time. Pursuant to the provision of the Uniform Commercial Code and in consideration of any financial accommodations given to the undersigned, DEBTOR hereby grants SPORTSMITH (SECURED PARTY) a security interest in all inventory of goods, merchandise, parts and equipment including but not limited to proceeds thereof. DEBTOR hereby grants SECURED PARTY A limited power of attorney to execute one or more financing statements pursuant to the Uniform Commercial Code. DEBTOR hereby warrants and covenants that that COLLATERAL will be kept at the address (or addresses) designated herein. DEBTOR will not sell or offer to sell in bulk without having given SECURED PARTY actual notice of such sale and having received written consent of SECURED PARTY. DEBTOR will, at all times, maintain in full force and effect insurance with respect o the COLLATERAL against risks encompassed within the standard policy of fire insurance, with extended coverage endorsement, theft and other risks as SECURED PARTY may require. Upon default and at any time thereafter, SECURED PARTY may declare all indebtedness secured hereby immediately due and payable and shall have the remedies of a secured party under the Uniform Commercial Code of the state in which DEBTOR is conducting business including, but not limited to costs of collection and/or attorney fees.

Authorized Signature: _____ Title: _____ Date: _____

PERSONAL GUARANTEE

KNOW ALL MEN BY THESE PRESENCE: That in consideration of SPORTSMITH, herein called Supplier, at the request of the undersigned, herein called Guarantor, giving or extending credit to:_____. Herein called DEBTOR, the undersigned does give this continuing guarantee as individuals in an individual and personal capacity and do hereby jointly and severally guarantee prompt payment in full to Supplier of any and all liability or indebtedness, whether now or hereafter due, or whether now or hereafter arising, to the same extent as if Guarantor was the principal Debtor in respect to said indebtedness and obligation of Debtor to Supplier when due, and in accordance with the terms of the obligation. Notice of acceptance of the guarantee, presentation, protest and demand, and notice of demand or any other requirement or notice necessary to bind the Guarantors hereunder are hereby specifically waived by each of us.

This is a continuing guarantee and shall remain in force until revoked in writing, to become effective on the date SPORTSMITH received notice by Registered Mail, but such revocation shall affect only such indebtedness arising after receipt of such notice.
Supplier may extend any obligation of Debtor one or more times without notice to Guarantor hereunder is independent of any other security held by Supplier. This guarantee shall be binding upon the heirs, personal representatives, successors and assigns of each of us, and release by SPORTSMITH of any of us or of the Corporation shall in no way affect the liability of any of the remaining Guarantors.
The obligation of the undersigned shall be primary, and SPORTSMITH shall not first be required to seek payment from the Corporation. If legal action is instituted to effect collection under any claim incurred hereunder, the undersigned agree to pay on demand reasonable attorney fees, costs, interest on past due sums and other expense(s) incurred by SPORTSMITH in collected any indebtedness of debtor guaranteed herein or in enforcing this guarantee against Guarantor.

Executed by the undersigned as individuals, and not as a corporate official, this _____ day of _____, 20____ at the City of _____

Owner Signature: _____ Date: _____ Witness Signature: _____ Date: _____

Owner Print or Type Name: _____ Witness Print or Type Name: _____



TERMS & CONDITIONS OF SALE

Sportsmith reserves the right to revoke terms immediately for any non-sufficient fund checks or for balances carried more than 60 days past due.

PAYMENT TERMS:	Terms begin on the date that merchandise is shipped. Net 30 – Terms are subject to credit approval Net 30 – Payment is due 30 days from date of shipment. Credit Card – We accept MasterCard, Visa, American Express, & Discover
FREIGHT TERMS:	F.O.B. Tulsa, Oklahoma
RETURNED CHECK POLICY:	NSF - \$25.00 minimum charge will be assessed for any returned check. Customer will also be reviewed and terms can be revoked for NSF checks.
RETURN POLICY:	<i>Before returning any merchandise, an authorization must be obtained from customer service. **No returns after 30 days of delivery**</i> <u>Defective Merchandise</u> - Items must be clearly marked as to the nature of the defect. All claims must be made within 10 days of receipt of merchandise. <u>Non-Defective Merchandise</u> - A re-stocking fee plus freight charges will be assessed for merchandise accepted for return. <u>Customer Abuse</u> – Credit will not be issued where customer abuse is evident. Items that are special order, modified, or fabricated to meet special requirements cannot be canceled or returned. <u>Warranty-Sportsmith warranties items for 120 days</u>
SHIPPING DISCREPANCIES OR DAMAGES:	Customer must notify Sportsmith if shipment is received short parts or damaged from the carrier. Customer must file a claim with the carrier and Sportsmith must be notified of damages within 24-48 hours of receipt of delivery. Sportsmith must be notified within 5 days of any shortages within cartons, if any credit is to be issued.
DELINQUENT ACCOUNTS:	Past Due Accounts will be assessed a 1.5% service charge per month, 18% annually. Any accounts running 60 days or more past due, are subject to review and may have terms revoked.
COSTS OF COLLECTION:	Buyer shall pay all expenses of Seller incurred or paid in protection, enforcing, or exercising Seller's interests, rights, or remedies created by, connected with, or provided herein. Such expenses shall include, without limitation, charges and disbursements of legal counsel for Seller.
PRICING:	All prices are subject to change without notice to allow for unforeseen increases in raw materials, labor costs and currency exchange rate.

I have read and acknowledge the above terms and conditions.

Authorized Signature

Date

Title: _____

Company Name: _____