



Email: sales@centredistribution.com
Fax: 604-629-0030

Application for Dealership

Business Information:

Legal Business Name _____

Doing Business As _____

GST # (required) _____ PST # _____

Phone _____ Fax _____

2nd Phone _____ E-mail _____

Bill to Address _____

City _____ Province _____ Postal Code _____

Ship to Address _____

City _____ Province _____ Postal Code _____

of Stores _____ # of Yrs in Business _____ Estimated Annual Sales _____

Business Type: Corporation _____ Sole Proprietor _____ Partnership _____ Other (specify) _____

Store Type: Mall (indoor) _____ Strip Mall (outdoor) _____ Free Standing Bldg _____ Other (specify) _____

Description of Business:

If you have more than one store location, please attach the address, email, phone, fax and contacts for that location.

Lines Carried:

Skate _____ Snow _____ Shoes _____ Apparel _____

Does your shop service skateboards? Yes _____ No _____

List the Three Closest Shops in Your Area:

1. _____ Distance From Your Shop _____

2. _____ Distance From Your Shop _____

3. _____ Distance From Your Shop _____

Photos of your store are also very helpful. Please email photos to sales@centredistribution.com.



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Contacts:

Men's Buyer: Name _____ Phone _____ Email _____

Women's Buyer: Name _____ Phone _____ Email _____

Hardgoods Buyer: Name _____ Phone _____ Email _____

Accounts Payable: Name _____ Phone _____ Email _____

Owner or Principal Stockholder _____ Title _____

Home Address _____ Home Phone _____

City _____ Province _____ Postal Code _____

S.I.N. _____ Driver's License _____

Other Principals / Officers (name and title) _____

Has corporation, principals, partners or proprietor declared bankruptcy in the last seven years?

Yes _____ No _____ if yes, date _____

Business Bank Information:

Name _____ Branch _____ Account # _____

Address _____ City _____ Prov _____ Postal Code _____

Phone _____ Fax _____ Contact _____

Trade References (please list skateboard suppliers when possible):

Name _____ Phone _____ Fax _____

Address _____ City _____ Prov _____ Postal Code _____

Name _____ Phone _____ Fax _____

Address _____ City _____ Prov _____ Postal Code _____

Name _____ Phone _____ Fax _____

Address _____ City _____ Prov _____ Postal Code _____

I hereby certify that the above information is true and complete to the best of my knowledge. You are hereby authorized to contact and all of the above Trade References regarding our credit. I give my authorization to release bank account information.

Owner's Name (please print) _____

Owner's Signature: _____ Date: _____

Owner's Name (please print) _____

Owner's Signature: _____ Date: _____



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1486 East Pender St.
Vancouver, B.C. V5L 1V8
Tel: 604.629.0000
Fax: 604.629.0030
www.centredistribution.com

Credit Card Authorization

Please fill out completely and return via fax at (604) 629-0030 with ATTN: CREDIT & COLLECTIONS MANAGER. Failure to provide information will result in delays with shipping your orders.

I _____ authorize Centre Skateboard Distribution to charge the following credit card for purchases made by my store.

Store name: _____

Visa / MC #: _____

Expiration Date: _____ CVV# (3 digits on the back of the card): _____

Name as appears on card: _____

Cardholder's complete billing address: _____

City: _____ Province: _____ Postal Code: _____

Tel: _____

Cardholder's Signature as appears on card: _____

Consent to Contact

I _____ authorize Centre Skateboard Distribution to contact the email addresses provided in this application for marketing and business purposes.

SIGNED AT _____ (place), ON THIS _____ (date) OF _____ (month) _____ (year).



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Terms and Conditions of Sales

Payment Terms: Upon receipt and approval of a dealer application, credit limits for all new customers will be determined based on credit history. The first 3 orders will be shipped COD CASH (money order or certified cheque must be provided at time of delivery) or VISA/MC. Any customer wishing to pay by VISA/MC will be required to submit a signed and completed credit card authorization form. Accounts with declining credit cards may be placed on a credit hold and may prevent a Dealer from receiving pre-booked order and/or other merchandise. Following the first 3 orders, customer payment terms will be decided depending on purchasing and credit history. Any customer may remain on VISA/MC terms with the understanding that payments will be authorized prior to shipping.

Returned Cheques: There is a \$87.00 fee if any customer should have the misfortune of having a cheque returned for reasons including insufficient funds, stop payment, funds not cleared and account closed. The first time a cheque is returned the customer's account may be put on HOLD STATUS until the cheque and fee is replaced either by a certified cheque or money order. For any subsequent returned cheques, the customer's account will be on HOLD STATUS until all outstanding balances have been paid in full, including fees. Original payment terms may be revoked at any time at the credit manager's discretion, if NSF's or returned cheques persist. All returned cheques will be reported to SICA unless the reason for default is satisfactory.

Overdue Balances: Interest of 10% per annum is charged on overdue accounts. Dealers will be issued two warnings for balances that are overdue by 30 days or more. These warnings will be followed by a final notice for collections. Unless the overdue balance has been paid by the deadline stated on the final notice, the amount will be sent to a third party for collection (SICA).

Errors/Adjustments: Claims for lost or damaged goods should be made by the retailer/dealer at the time of receipt. The customer is responsible for inspecting all shipments at the time of delivery. Any invoice discrepancies must be faxed to Centre Distribution attention to the Office Coordinator within 14 days, or such claim is forever waived. Necessary adjustments will be added or subtracted from subsequent orders, once an investigation has been completed.

Returns/Warranties: All returns require a return authorization and must be shipped and insured freight prepaid. The return authorization number must be written clearly on the outside of all boxes being returned. There is a re-stocking fee of 20% for any refused orders or unauthorized returns to our warehouse. Any defective merchandise will be replaced, however, if an item is out of stock, a credit will be issued in replacement. We do not accept responsibility for merchandise damaged or lost in transit. We will not accept merchandise that has been altered in any way. We will not accept merchandise returned on the basis of not having been sold. Returns sent COD will be refused unless otherwise authorized.

Cancelled Orders: There is a 10% cancellation fee for all cancelled pre-booked orders. This fee may be waived in the case of bankruptcy of the retailer. Otherwise, the 10% cancellation fee may be subject to third party collections, should the retailer dispute the charges.

Shipping: All orders are shipped via Purolator. A freight and COD charge will be added to each invoice to cover the cost of shipping. If the dealer is paying by VISA/MC, only freight will be charged to the invoice.

I understand and agree to the above terms and conditions of sales. Failure to abide by these terms and conditions risks the termination of dealership by Centre Distribution at any time, without prior notice.

Owners Name (please print): _____

Owners Signature _____ Date: _____

Buyers Name (please print): _____

Buyers Signature: _____ Date: _____

GUARANTEE AND SUBORDINATION

BETWEEN: Centre Skateboard Distribution Ltd., company duly incorporated, having a place of business at 1486 East Pender Street, Vancouver, BC, V5L 1V8

hereinafter "**CENTRE**"

AND: _____, [d.o.b.: _____(y)- _____(m)- _____(d)],

residing and domiciled at _____,

in the City of _____, Province of _____,

hereinafter "**GUARANTOR**"

1- GUARANTEE

For good and valuable consideration, the undersigned, hereinafter the **GUARANTOR**, guarantees without the benefit of division and of discussion the payment of everything that _____ (legal billing name of company, hereinafter the "Client") owes or shall owe in the future to **CENTRE** in capital, interests and fees;

2- SOLIDARITY

This guarantee binds the **GUARANTOR**, jointly and solidarity with the Client and with any other **GUARANTOR**; where this Guarantee is signed by more than one person, the term "Guarantor" refers to each of the undersigned. The **GUARANTOR** is thus liable for the totality of the Client's obligations towards **CENTRE**, although only up to the amount provided for in section 1;

3- CONTINUOUS GUARANTEE

This guarantee is continuous and shall subsist in spite of the occasional, total or partial payment of debts and obligations of the Client. The **GUARANTOR** guarantees all of the Client's debts and obligations towards **CENTRE**, present and future, direct or indirect, whatever their nature and whether such debts and obligations have been contracted by the Client solely or with others. The **GUARANTOR** further binds himself to pay the fees incurred by **CENTRE** to recover the debts and obligations of the Client;

4- EXIGIBILITY OF PAYMENT

This guarantee shall bind the **GUARANTOR** to pay all amounts owing to **CENTRE** upon demand by **CENTRE**. **CENTRE** shall in no way be obliged to exercise its recourses against the Client or any other person who is liable for the debts and obligations of the Client, neither to realize any security whatsoever, nor wait for any result from the liquidation of goods; The **GUARANTOR** renounces to any benefit of division and of discussion;

5- REQUEST FOR PAYMENT

Any request for payment made to the **GUARANTOR** can be addressed to him by mail at his last address known by **CENTRE** and the request shall be deemed to have been made as soon as posted.

6- EXTENT OF THE GUARANTOR'S LIABILITY

This guarantee shall be valid even though the Client did not have juridical personality or capacity. Where the Client is a partnership, this guarantee shall subsist despite any change in partners, the enterprise or the objects of the partnership. Where the Client is a legal person, this guarantee shall subsist despite any change in the constitution, the enterprise or the objects of the said legal person and despite the merger of the Client with another entity;

Furthermore, the **GUARANTOR** renounces to invoke any cause nullifying the Client's debts and obligations or any excess or absence of power to contract debts and obligations in the Client's name on behalf of all persons in the latter's name;



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7- LIABILITY OF THE GUARANTOR

The GUARANTOR's liability shall not be reduced nor modified due to the fact that CENTRE may have, without the GUARANTOR's consent, awarded delays in payment to the Client or to any other person responsible with or for him. The GUARANTOR shall remain liable for the Client's debts and obligations even though the latter has been discharged, following a bankruptcy, a proposal an arrangement or for any other reason;

8- RIGHT OF TPS

This guarantee does not substitute but is added to any other security or guarantee which CENTRE holds or may hold. CENTRE shall have the choice in the imputation of any payment which may be made as well as in the product of any realization on its security. The GUARANTOR shall not be able to exercise its recourses resulting from a subrogation in CENTRE rights as long as the latter has not been entirely paid for the debts and obligations of the Client;

9- SUBORDINATION

All present and future claims of the GUARANTOR against the Client shall be subordinated to the Client's debts and obligations towards CENTRE. Moreover, the GUARANTOR's present and future claims against the Client shall be subordinated to the Client's debts and obligations towards CENTRE. Furthermore, the GUARANTOR's present and future claims against the Client are hereby assigned and hypothecated in favour of CENTRE, as guarantee for the acquittance of the Client's debts and obligations towards CENTRE, but only up to the maximal amount provided for in section 1. In the event of this guarantee's revocation in accordance with section 10, this subordination, this assignment and this hypothec shall subsist until the debts and obligations for which the GUARANTOR is liable at the date of the revocation are paid in full;

10- CHANGE IN CIRCUMSTANCES

This guarantee shall subsist in spite of any change in the circumstances having lead the GUARANTOR to give this guarantee, despite the cessation of the GUARANTOR's functions or of the Client's functions or despite any change in the said functions or with respect to the association between the GUARANTOR and the Client;

11- CENTRE SUCCESSORS

This guarantee shall bind the GUARANTOR towards CENTRE and any of its successors and assigns whether by way of merger or otherwise. The guarantees granted by the GUARANTOR to CENTRE shall also be valid with respect to any of CENTRE successors;

12- APPLICABLE LAW

This guarantee shall be governed and interpreted in accordance with the laws in force in the Province of _____. The GUARANTOR recognizes the competence of the Courts of this Province with respect to all matters concerning this guarantee;

The parties have expressed their wish that the present Agreement be drafted in the English Language. Les parties ont convenu expressément que le présent contrat soit rédigé en langue anglaise;

EFFECTIVE DATE: SIGNED AT _____ (time), ON THIS _____ (date) OF _____ (month) _____ (year).

_____, **GUARANTOR (signature)**

_____, **WITNESS (signature)**

Print name: _____

Print name and address:

Title: _____

Company: _____
