



Dealer Application

Motorsports Authentics Inc. ("MA") wants to thank you, and welcomes the opportunity and the challenge to become one of your most valued vendors. We are not afraid to earn it by offering you great customer service, and the quality necessary to meet and exceed all of your expectations.

Please read the following questions carefully before completing this application. All questions must be answered completely and accurately. You may be disqualified for any false or misleading statements, or for omitting information. The information you furnish will be used to determine your eligibility and/or may be the basis for arriving at your final rating in an examination. During the course of your examination, you may be requested to provide additional information regarding your qualifications. All information supplied to us will be held in strict confidence. Please be sure to print clearly in each box. When completed, please mail all required documents and your application to the following address:

Motorsports Authentics Inc.
C/O Carol Cushman
6301 Performance Drive
Concord, North Carolina 28027

| Section I - Company Information | | | |
|--|--------------------------------------|---|--|
| Exact Name of Business: | <input type="text"/> | | |
| Mailing Address: | <input type="text"/> | | |
| Billing Address if different than above: | <input type="text"/> | | |
| City: | State: | Zip Code: | |
| Business Phone: | Business Fax: | Yr Business Began: | |
| Web Address: | <input type="text"/> | | |
| My Type of Business is: (Check all that apply) | <input type="checkbox"/> Retail Only | <input type="checkbox"/> Retail Internet Only | <input type="checkbox"/> Internet & Retail |
| Section II - Contact Information | | | |
| Owner's Name: | <input type="text"/> | Phone: | <input type="text"/> |
| Email Address: | <input type="text"/> | Fax: | <input type="text"/> |
| Authorized Buyer's Name: | <input type="text"/> | Phone: | <input type="text"/> |
| Email Address: | <input type="text"/> | Fax: | <input type="text"/> |
| Accounts Payable Contact: | <input type="text"/> | Phone: | <input type="text"/> |
| Email Address: | <input type="text"/> | Fax: | <input type="text"/> |
| Section III - Primary Shipping Location | | | |
| Name of Location: | <input type="text"/> | | |
| Address: | <input type="text"/> | | |
| City: | State: | Zip Code: | |
| Please check the Zone Classification of your shipping and receiving facility: | | | <input type="checkbox"/> Commercial |
| If you have a parcel carrier and account number, and would like MA to use it to ship your products, please include the carrier and acct# if applicable | | | <input type="text"/> |

Continue to next page.

Section IV - About Your Company

If you have a web store, what is your domain address?

Number of years in business? Number of years in this location

Number of retail locations

Estimated weekly gross sales (if new business what are your projected sales)?

Square footage of your retail store location? _____ Actual selling area: _____ sq. ft.
Storage area: _____ sq. ft.

What are your days and hours of operation? (check all that apply)

Sunday _____ to _____

Monday _____ to _____

Tuesday _____ to _____

Wednesday _____ to _____

Thursday _____ to _____

Friday _____ to _____

Saturday _____ to _____

Sunday _____ to _____

How many full time/part-time individuals do you employ? Full-time: Part-time:

What is the population of the city or town in which you are located?

Have you or any of the principals or owners of your corporation, partnership, or business done business under any other corporation, partnership, or business names in the past ten (10) years? Yes No

Have you purchased from an MA, ARC, or Sports Image Distributor? Yes No

If Yes, whom?

What are your percentage of sales represents motor sports merchandise?

Please break down what percent of motor sports products is attributed to:

_____ % Die cast _____ % Apparel _____ % Novelty

What other product lines do you sell?

Do you advertise? Yes No

If yes, please check all that apply:

Newspaper Television Direct Mail

Catalog Internet Fax

Other:

Do you solicit consumer business through any national advertisements in magazines? Yes No

If yes, please list them:

Section V- Business References *(please list 3 current business references not to include utility companies)*

| | |
|--|---|
| Name: <input type="text"/> | Account #: <input type="text"/> |
| Address: <input type="text"/> | Current Payment Terms: <input type="text"/> |
| City: <input type="text"/> State: <input type="text"/> | Zip Code: <input type="text"/> |
| Name: <input type="text"/> | Account #: <input type="text"/> |
| Address: <input type="text"/> | Current Payment Terms: <input type="text"/> |
| City: <input type="text"/> State: <input type="text"/> | Zip Code: <input type="text"/> |
| Name: <input type="text"/> | Account #: <input type="text"/> |
| Address: <input type="text"/> | Current Payment Terms: <input type="text"/> |
| City: <input type="text"/> State: <input type="text"/> | Zip Code: <input type="text"/> |

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Section VI - Summary of Requirements and Guidelines

Please read and understand a few of the following requirements and guidelines expected of your company while engaging in business with MA. This is not a dealership agreement, but outlines a number of requirements for consideration into the MA dealer program. Upon receiving qualification as a potential dealer, you will be provided a distribution agreement regarding all the requirements and guidelines for selling MA products (the "Authorized Dealer Agreement").

1. Our Dealer program in is governed by the Authorized Dealer Agreement and the terms of any MA invoice.
2. Dealer will use its best efforts to solicit and sell MA products and will do so in full compliance with all terms and conditions imposed by the Authorized Dealer Agreement or otherwise set by MA in its sole discretion regarding sales of MA products.
3. Dealer must adhere to the highest standards of honesty, integrity, fair dealing, and ethical conduct in all dealings with retail customers, MA, and the public, and refrain from any action that is or reasonably could be construed to be injurious to the business of MA or the goodwill associated with MA or MA's valued business partners.
4. Dealer must assume and take responsibility for all aspects of the operation of its independent business.
5. Dealer is responsible for all federal, state and local taxes associated with selling MA products and operating Dealer's business.
6. Dealer may be subject to a minimum ordering requirement when purchasing die cast.
7. Dealer may not sell any unauthorized, non-licensed, counterfeit or otherwise any other illegal merchandise.
8. Dealer may not sell MA products at flea markets or electronic auction websites.
9. Dealer may not sell Motorsports Authentics Products to any third party for the purpose of resale.
10. Dealer may not sell any MA products at any Nextel Cup events, Busch Grand National events or any other event at which MA sells merchandise.
11. Dealer may not use the trademarks, copyrights, name or likeness of any race driver, race team or race car owned by any race team represented by MA to advertise, promote, market, or sell MA products without the written consent of MA.
12. info@mydealercentral.net should be added to your customer distribution lists.
13. Dealer must obtain and maintain all business licenses, permits or authorizations necessary to conduct his or her business.
14. Dealer is subject to the confidentiality provisions noted in the Authorized Dealer Agreement.
15. Orders are all filled in the order in which they are received.
16. Goods are shipped via FOB Shipping Point.
17. MA reserves the right to refuse, cancel or terminate service to Dealer according to the rules set forth in the Authorized Dealer Agreement or any MA invoice

Online Retailers who seek certification as an Authorized MA E-tailer (an Authorized MA Dealer) will need to meet the requirements within three categories: Business, Branding, and Technical. Listed are a few requirements to become certified;

1. E-Commerce businesses will be required to remove all logos, logotypes, marks, hyper links and or copy related to any online auction sites and more specifically that of eBay and yahoo auctions.
2. Upon E-Tailer certification authorized Dealers using websites to promote sales for MA products will be required to place the MA Authorized E-Tailer logo in the upper right hand corner of the Dealer site and provide a reciprocating link to <http://actionperformance.com/authorizedetailers>.
3. Retail Dealers with e-stores or online retailers will need to prepare their site for Search Engine Optimization (SEO) through the placement/integration of an MA developed meta tag* into the code base of their home page.
4. Placement of privacy policy and/or privacy statement, Dealer shipping, customer service policies and procedures must be listed in the footer of all pages on retail Dealers with e-stores and/or online retailer site.

Section VII - Required Documents to be Submitted

In Order to complete this application process, please forward the following documents along with this signed application. If any documents are not provided it may delay the approval process, thank you.

Form W-9 (request for taxpayer Identification Number)

Business license or Seller's Permit

Submit a copy of your Resale Certificate (if required by your state).

Submit a copy of your Business Leasing Agreement or Rental Agreement (if lengthy, please send the termed page, stating length of term and signature page only. If the lease is verbal you must send a signed notarized letter from your landlord and provide landlord's phone number).

Submit color photos of the interior and exterior of your business (these photos should include your storefront as seen from the outside, the outside signage, parking area and the detailed interior photos showing your current product offering. If your business is located in a mall center or strip mall, please include detailed exterior/interior photos of the facility).

Internet Dealers -SSL(Secure Sockets Layer), this is your certificate which is documentation of your current domain name registrations, (if seeking E-Tailer certification to sell MA products).

Internet Dealers Hosting provider agreement, (If seeking certification to become an MA E-Tailer).

Signed Original credit application

Section VIII - Completing this Application

I authorize MA, to make whatever inquiries it deems necessary in connection with this application process to compile and obtain in response, and agree that such information, along with this application shall remain the property of MA.

I have read and understand the requirements necessary to be considered as a dealer under MA's Authorized Dealer Agreement. The information submitted I this application is true and accurate.

Signature and position

Date

Signature and position

Date

I hereby understand the requirements to be considered as a dealer.

Corporation or Limited Liability Co. Name
(Please print)

Individual Guarantor/Owner (Signature)

Date

Individual Guarantor/Owner (Signature)

Date

A Sole Proprietorship or Limited Liability Company application must be signed by the owners as personal guarantors of all purchases made by the Company in order to receive a positive review.

NOTE: APPLICATION CANNOT BE PROCESSED WITHOUT SIGNATURE

For Office Use Only:

Authorized Dealer Acct#

Restricted Acct#

Application Denied (Reason)

IMPORTANT: APPLICANT MUST READ THESE DIRECTIONS BEFORE COMPLETING THIS APPLICATION

Exact Name of Business:

Business Address:

City: State: Zip Code:

Business Phone: Business Fax:

If subsidiary, name of parent company:

Authorized Buyer's Name:

Years in Business: Annual Sales: Fiscal Yr Ends:

Standard payment is credit card or Net Terms. Credit will not be entertained unless you can support at least a \$100,000 credit line

Requested Credit Limit Check One: Proprietorship

State of Incorporation Partnership

or Corporation

Partnership Registration L.L.C

SSN or FEIN:

Notice to Applicant's

- * Print Clearly
- * Use dark ink.
- * Provide all information requested.

Thank you,

Shipping Location

Primary Shipping Facility:

Address:

City: State: Zip Code:

Bank Relationship

Bank Name: Officer: Phone:

Branch Address:

Account #: Type: Line of Credit? Yes No

What is the name(s) that will appear on the checks issued for payment?


Trade References *(Three minimum references required, not to include utility companies)*


| Name: | Account#: | Phone: | Fax#: |
|-------|-----------|--------|-------|
| | | | |
| | | | |
| | | | |


Important Notice to Applicant


Please note our standard form of payment is Credit Card or Net terms

Choose your mostly likely preference:





Credit Card (check one that applies) 



Net Terms (see above)

If you fail to legibly provide your NAME, ADDRESS, AND SOCIAL SECURITY NUMBER, this communication will be the only notice to you that your application is an incomplete application and that it will be given no further consideration.

Owner / Officer Information (With stockholding or partnership interest of each member)

| | | |
|------------------------|------------------------|----------|
| _____ | | |
| Full Name | | |
| _____ | | |
| Home Address | | |
| _____ | _____ | _____ |
| City | State | Zip Code |
| _____ | _____ | _____ |
| Home Phone | Title & % of Ownership | |
| _____ | _____ | |
| Social Security Number | | |
| _____ | | |
| Full Name | | |
| _____ | | |
| Home Address | | |
| _____ | _____ | _____ |
| City | State | Zip Code |
| _____ | _____ | _____ |
| Home Phone | Title & % of Ownership | |
| _____ | _____ | |
| Social Security Number | | |

Motorsports Authentics Inc.

6301 Performance Drive
 Concord, North Carolina 28027
 www.motorsports-authentics.com



TERMS AND CONDITIONS:

- Authorization for Credit Review** – The undersigned (hereinafter the "Applicant") hereby authorizes Motorsports Authentics Inc., (hereinafter collectively known as "The Company") to obtain any and all information it deems necessary for the initial and continued extension of credit to Applicant from any and all sources or reference listed on this Credit Application, and from any other credit bureaus, creditors of Applicant, trade reference, banks and other financial institutions. Applicant further authorizes each of such sources, references, credit bureaus, creditors, banks, and financial institutions to supply The Company such information, as The Company deems necessary to assist in its consideration of the initial and continued extension of credit to Applicant. Applicant acknowledges that The Company may exchange its credit experience with the Applicant with other creditors and credit reporting agencies.
- Payment Terms** – If the total invoice price is not paid in full on or before the due date on each invoice, the Applicant agrees to pay a late payment charge on the unpaid delinquent balance. This late payment charge will be calculated at the greater of (i) one and one-half percent (1.5%) per month, or (ii) the maximum amount permitted by law. If Applicant does not promptly pay each invoice according to its terms, or if The Company in good faith deems itself insecure because the prospect of payment is impaired, then The Company, at its option and without notice, may declare the entire unpaid balance then owed by Applicant under this Agreement to be immediately due and payable, or terminate the credit privileges of Applicant under this Agreement, or both. Applicant agrees to pay in full all costs and expenses incurred by The Company in collecting the amounts owed by the Applicant under this Agreement, including any and all court costs and attorney's fees.
- GOVERNING LAW, JURISDICTION, VENUE AND WAIVER OF JURY TRIAL** – Applicant hereby acknowledges that all billing, accounts receivable, and credit functions of The Company are processed through The Company headquarters in Tempe, Arizona (Maricopa County). Accordingly, Applicant hereby acknowledges that the validity, interpretation, and performance of this Agreement and any dispute connected herewith will be governed by and construed in accordance with the laws of the State of Arizona, without regard to its conflict of laws principles. Both Applicant and The Company further acknowledge and agree that they will file any claims, disputes, legal proceedings, or other forms of legal action arising out of or related to this Agreement in, and submit to the jurisdiction of, either the Superior or Justice of the Peace Courts of Maricopa County, Arizona, USA. Applicant hereby agrees that the court where any such legal action is filed will have exclusive jurisdiction and will be the proper and exclusive venue with respect to such actions, and Applicant hereby affirmatively waives its rights to litigate in any other county other than Maricopa County, Arizona, USA. Both Applicant and The Company hereby waive the right to a jury trial on any issue or dispute that arises between the
- Change of Ownership** – Applicant must promptly notify The Company by certified mail of any changes in ownership. Applicant will be responsible for all charges made to its account until such notice is received by The Company. However, such notice will not discharge Applicant's obligations for charges made prior to the date such notice is received by the Applicant.
- Representations and Warranties** – Applicant represents and warrants the following:
 - that the Applicant has authority to enter into this Agreement and that any person signing this Agreement has been duly authorized to execute this Agreement for and on behalf of Applicant;
 - that all of the statements contained in this Agreement are true and correct as of the date this Agreement is signed;
 - that Applicant has read, understands, and agrees to all of The Company's standard Terms and Conditions of Sale, and that such terms and conditions are reasonable; and
 - that Applicant has read, understands, and agrees to all of the terms and conditions contained in this Agreement, and that such terms and conditions are reasonable.
- Miscellaneous** – This Agreement represents the entire agreement between Applicant and The Company. A tele-copied/fax copy of this Agreement is just as binding as the original, thereof. Failure to enforce any one of these provisions does not prevent The Company from later enforcement of that provision of any other provision. Applicant acknowledges that The Company may terminate the granting of credit under this Agreement at any time for any reason without notice or liability.

Date Signed: _____

Name of Applicant: _____
 (Please Print)

Title: _____
 (Please Print)

Signature: _____
 (Please Sign)

If the Applicant is a sole proprietor, he/she hereby certifies that the purpose of entering into this Agreement is solely for commercial purposes, and not for personal, family, or household purposes.

Date Signed: _____

Name of Applicant: _____
 (Please Print)

Title: _____
 (Please Print)

Signature: _____
 (Please Sign)

If the Applicant is a sole proprietor, and married, this Agreement must be signed by the Applicant's spouse, who also hereby certifies that the purpose of entering into this Agreement is solely for commercial purposes, and not for personal family or household purposes

Date Signed: _____

Name of Spouse: _____
 (Please Print)

Signature of Spouse: _____
 (Please Sign)