



CREDIT & DEALERSHIP APPLICATION

2840 E. Harcourt Street, Rancho Dominguez, CA 90221
 Tel (800) 347-7854, Fax. (800) 720-4547
 Tel. (310) 632-7173, Fax. (310) 632-3773

ACCOUNT #
SALES REPRESENTATIVE

FOR OFFICE USE ONLY

The undersigned (applicant) hereby requests that KHS, Inc. open an account in the Applicant Name, for the purchase and sale of KHS, Free Agent and/or Manhattan products. It is understood that an account will be opened only upon the written approval and acceptance of the Application.

Amount of credit requested	A.C.H.	Credit Card	\$1,000	\$2,500	\$5,000	Other \$ _____
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BILL TO:

COMPANY NAME	TELEPHONE
STREET ADDRESS	FAX NUMBER
TOWN/CITY STATE ZIP	E-MAIL ADDRESS
WEB ADDRESS	

SHIP TO: (IF DIFFERENT FROM ABOVE)

COMPANY NAME	TELEPHONE
STREET ADDRESS	FAX NUMBER
TOWN/CITY STATE ZIP	

OWNER/OFFICER #1	TITLE	PHONE NUMBER	SOCIAL SECURITY #
HOME ADDRESS	CITY/TOWN	STATE	ZIP CODE
OWNER/OFFICER #2	TITLE	PHONE NUMBER	SOCIAL SECURITY #
HOME ADDRESS	CITY/TOWN	STATE	ZIP CODE

BUSINESS INFORMATION

(CHECK ONE) PARTNERSHIP PROPRIETORSHIP INDIVIDUAL CORPORATION LLC

1. Resale Number _____ 2. Federal I.D. Number _____

3. Years under present ownership _____, or a new shop/store _____. 4. Number of full-time employees _____

5. Bicycle brands currently carried _____

6. How many bicycles inventoried _____

7. How many units sold last year _____

8. Gross annual sales last year \$ _____

BANK INFORMATION

BANK NAME	TELEPHONE	ACCOUNT NUMBER
STREET ADDRESS	CITY/TOWN	STATE ZIP CODE
BANK OFFICER	DO YOU FINANCE ON A SECURED BASIS?	

TRADE REFERENCES

NAME	NAME	NAME
ADDRESS	ADDRESS	ADDRESS
CITY/TOWN STATE ZIP CODE	CITY/TOWN STATE ZIP CODE	CITY/TOWN STATE ZIP CODE
TELEPHONE # FAX #	TELEPHONE # FAX #	TELEPHONE # FAX #
ACCOUNT#	ACCOUNT#	ACCOUNT #

PLEASE ENCLOSE YOUR MOST RECENT FINANCIAL STATEMENTS (BALANCE SHEET AND PROFIT & LOSS STATEMENT) AS WELL AS YOUR RESALE EXEMPTION CERTIFICATE.

TITLE AND SECURITY INTEREST

(a) **TITLE:** Seller retains title to all goods until buyer has performed all its obligations under this agreement and the purchase price of the goods has been fully paid. Seller retains security interest in the goods, all accessories replacements of and proceeds from the goods as security for the performance by Buyer of all Buyer's obligations arising under this agreement and the purchase order.

(b) **UNIFORM COMMERCIAL CODE:** Buyer acknowledges that this Agreement secures a purchase money security interest in such equipment, as set forth and enforceable under the Uniform Commercial Code, and authorizes Seller as it's options to (i) file one or more financing statements signed only by the Seller, or (ii) file copy of this agreement with the appropriate state and local authorities at any one time, as Seller shall deem necessary to fully protect the security interest herein granted by the Buyer.

(c) **FINANCING STATEMENT:** Concurrently herewith the parties may execute on forms approved by the California Secretary of State, such financing statements as the Uniform Commercial Code of California may require to be filed to protect the security interest in the goods sold by the Seller under this agreement.

We understand that the terms of the sale require payment on or before the Due Date and agree to meet those terms. Delinquent invoices are subject to a late fee of **1.0%** per month on the outstanding balance. All invoices are payable at **2840 E. Harcourt Street, Rancho Dominguez, CA 90221**. Should legal action be required in connection with the collection of any account due from the undersigned, the undersigned agrees to pay reasonable attorney fees, collection costs and all courts costs incurred with any such proceeding. This agreement shall be interpreted under the laws of the State of **California**. Venue for any action brought by **KHS, Inc.** to enforce any terms of this agreement, shall be in **Los Angeles** County at the option of **KHS, Inc.**

The above information is for the purpose of obtaining credit and is warranted to be true. I / WE hereby authorize **KHS, Inc.** to investigate the references listed pertaining to my/our credit and financial responsibility. I / WE hereby authorize the references listed above to disclose any information pertaining to my/our credit and financial responsibility.

Dealer Name (PRINT) Dealer Signature Date

CONTINUING PERSONAL GUARANTEE

For valuable consideration the undersigned jointly and severally unconditionally guarantee and promise to pay **KHS, Inc.** on demand in lawful money of the United States, any and all indebtedness of the applicant to **KHS, Inc.**

The liability of the undersigned under this agreement shall not exceed at any one time the balance appearing on the account of the applicant and shall remain in effect until expressly revoked by written notice by either party to the other. Any such revocation shall not in any manner affect the undersigned's liability as to any indebtedness existing prior thereto.

The undersigned agree(s) to pay reasonable attorneys' fees, collection costs and court fees which may be incurred through the enforcement of this Guarantee by the creditor. The undersigned agrees that this agreement shall be interpreted under the laws of the State of **California** and agrees that venue for any action brought by **KHS, Inc.** to enforce any terms of the Guarantee Agreement shall be in **Los Angeles County** at the option of the creditor.

Guarantor Name & Title (Please Print) Guarantor Name & Title (Please Print)

Date Signature of Individual Guarantor Date Signature of Individual Guarantor

Social Security Number Social Security Number

OFFICE USE ONLY

TERMS _____	DATE _____	DEALER _____
CREDIT LIMIT _____	APPROVED BY _____	SALESPERSON _____

BICYCLE PROGRAM COMMITMENT

KHS

Free Agent

Manhattan

Tandem

I wish to participate in the KHS, Free Agent and/or Manhattan bicycle program. I have carefully read and understand the foregoing dealer benefits and requirements (Please see the **KHS Bicycle Program**). I also understand that if an order is cancelled and/or refused and I do not achieve minimum units, I can and will be recharged the appropriate non-program pricing. This form must accompany initial order for program pricing. I am willing to participate in one of the following programs:

Standard

Max Profit

Partner

DEALERSHIP REQUIREMENTS

1. All KHS, Free Agent and Manhattan bicycles shall be assembled by qualified mechanics prior to final sale. Bicycles are not to be sold in the carton nor unassembled.
2. Safety features and functions of the KHS bicycle must be explained and demonstrated to the customer. These features include quick release on wheels, brakes, seatpost, and the safety devices on the front wheel, etc.
3. Retailers may NOT sell KHS, Free Agent and/or Manhattan bicycles via the Internet and/or Mail order unless authorized to do so in writing by **KHS, Inc.**

Dealer Name (PRINT)

Dealer Signature

Date

Dealer Name (PRINT)

Dealer Signature

Date