

# RECKLESS PAINTBALL

P.O. Box 494605 Redding California 96049  
Office: 530.221.7084 Fax: 530.221.7008

Dealer Application

The company described below ("Applicant") hereby applies to Reckless Paintball Products, LLC for a dealer account and/or extension of credit in connection with purchase from Reckless Paintball Products, LLC. Applicant must complete "General Information" and "Officers/ Owners Information" and sign Page 2 for a COD-Cash Only account. Applicant must complete all sections, including "Personal Guaranty" for COD-Check, or any type of NET terms. Please print out, fill out appropriate information and fax back to the above number.

## COMPANY/STORE

Company/Store Name	Tax ID#
Mailing Street Address	Phone#
Mailing City, State & Zip	Fax#
Shipping Street Address	Cell#
Shipping City, State & Zip	Email
Website	

## OWNER/OFFICER

Owner #1 Name	SS#
Home Address	Phone#
Owner #2 Name	SS#
Home Address	Phone#

## TRADE REFERENCES

Business #1 Name	Account#
Contact Name	Phone#
Website	Current Terms
Business #2 Name	Account#
Contact Name	Phone#
Website	Current Terms

## BANK REFERENCES

Bank Name	Account#
Contact Name	Phone#
Address	Fax#

**REQUESTED TERMS:**

COD Cashiers Check

COD Company Check

Net On Receipt

Net 30 Days

**APPLICANT AGREES TO:**

- (a) All merchandise sold to applicant shall remain property of Reckless Paintball Products, LLC until paid for in full.
- (b) If any credit is extended to applicant by Reckless Paintball Products, LLC, all such amounts will be due and payable no later than thirty (30) days following the date of applicant's invoice.
- (c) Any amount, which is not paid when due shall bear interest from the date of invoice at the rate of one and one-half percent (1 ½ %) per month until invoice is paid in full.
- (d) If collection action is necessary, Reckless Paintball Products, LLC may recover attorneys' fees plus other collection expenses incurred.
- (e) Any claim of damaged or missing goods must be reported within 48 hours of receipt of the order. Damage for shipping MUST be reported directly to the carrier.
- (f) Reckless Paintball Products, LLC makes no warranty, express or implied, including fitness for a particular purpose or merchantability. Reckless Paintball Products, LLC is not liable for incidental or consequential damages.
- (g) Warranties for product vary. All warranties are provided by and serviced by the manufacturer of the corresponding product. Please check the documentation provided with the product for warranty information. If you choose to send items to us we do have repair services available and bill at \$60. Per hour plus parts.
- (h) Applicant will be charged a restocking fee of 25% of the gross sales price for any refused shipments or the return of any non-defective merchandise.
- (i) Any product returned without an authorization number will be refused. Products returned that do not qualify for a credit or refund will be returned at the applicant's expense.
- (j) The parties agree that this agreement shall be governed by and construed and enforced in accordance with the substantive laws of the state of California. Further the parties irrevocably consent the jurisdiction of the Courts of California (Federal and/or State) and to the service of the process by certified mail, return receipt requested, to the parties' respective addresses. The parties waive trial by jury.
- (k) If any provisions of this Agreement shall be or shall become illegal or unenforceable in whole or in part, for any reason whatsoever, the remaining provisions shall be deemed valid, binding and subsisting.
- (l) Applicant and Reckless Paintball Products, LLC agree to submit any dispute arising out of this Application, or any transaction or matter arising between Applicant and Reckless Paintball Products, LLC after the date hereof, to arbitration at or near Shasta County, California, before the Commercial Disputes Division of the American Arbitration Association, and agree to be bound by the Rules of that Association.

**PERSONAL GUARANTEE**

Each of the undersigned hereby confirms the accuracy of the information set forth above, represents to Reckless Paintball Products, LLC that he or she is a shareholder/owner of Applicant, and unconditionally and irrevocably guaranties personally, jointly and severally, the payment of any and all amount now or at any time hereafter owed by Applicant to Reckless Paintball Products, LLC, including without limitation all cost and expenses incurred by Reckless Paintball Products, LLC in endeavoring to collect such indebtedness and in enforcing this Guaranty.

Each of the undersigned agrees that this Guaranty shall be directly enforceable against him or her without first resorting to Applicant or exhausting remedies against it, and any indulgences, forbearances or extensions of credit or time of payment shall not in any way release any of the undersigned from liability hereunder. This is an absolute and continuing guaranty.

Each of the undersigned waives any and all notices to which he or she may be entitled, including without limitation notice of any extensions of credit to Applicant and notice of any indulgences, forbearances or extensions of time of payment, which may be granted to Applicant.

I also hereby authorize the release of any and all information requested by Reckless Paintball Products LLC in conjunction with my application for credit. All new applicants' personal credit will be checked using Equifax.

**PERSONAL GUARANTEE**

Signature	SS#
Printed Name	Title
Home Street Address	Phone #
Home City, State & Zip	Date