



DEALER APPLICATION FORM

We must receive all of the following items below from your company to qualify for dealer pricing. If any of the items below are missing, your application will not be processed. So please make sure this application is complete! Fax completed application to 800-983-7668

1. A completed dealer application form
2. Your resale tax number and a copy of your business license
3. South Carolina dealers must fill out a resale tax form or they will be charged sales tax until the form is received.
4. A picture of your place of business or a copy of your company's yellow page ad
5. A copy of your letterhead or business card

(Legal Business Name)		(Doing Business As)	
(Street Address)		(City)	
(State)		(Zip)	
(Phone Number)		(Fax Number)	
(Web Address)	E-mail Address)	(In Business Since)	
(Name of Principal Responsible for Business Transactions)		(Title)	
Legal Form Under Which Business Operates: Sole Proprietorship Partnership Corporation			

Owners, Partners, and Shareholders:			
(Name)	(Title)	(Phone)	
(Name)	(Title)	(Phone)	
(Name)	(Title)	(Phone)	
Purchase Orders: Yes No Back Orders: Cancel all back orders Keep back order for 30 days			

Are you an Authorized Dealer for any major tackle manufacturer?	Yes	No	If yes, what brands?
(Name)	(Dealer Number)		
(Name)	(Dealer Number)		
(Name)	(Dealer Number)		

Person Requesting Dealer Status:

(Print Name of Owner, Partner or Corp Office)	(Title)
X (Signature of Owner, Partner or Corp Office)	(Date)



TERMS AND CONDITIONS OF SALE

1. Except as otherwise set forth in this document: Terms of payment are COD or net 20 days from invoice date for Open Account Customers; prices are FOB Bubba-Baits' facility; and prices do not include any property taxes, duty or other similar charges, EXCEPT FOR APPLICABLE SOUTH CAROLINA STATE SALES TAX. Freight charges may be constructed on the basis of standard carrier tariffs and may not reflect actual corporation costs. Bubba-Baits reserves the right to modify terms prior to shipment, require payment in advance, or delay or cancel any shipment or order by reason of Customer's creditworthiness or should Customer fail to fulfill any obligation when due.
2. It will be the responsibility of the client to pay all shipping costs incurred to return defective products to Bubba-Baits. Bubba-Baits disclaims all warranties, expressed or implied or statutory, including but not limited to the implied warranties of merchantability or fitness for a particular purpose. Any implied warranties that may be imposed by applicable law are limited to the terms of this limited warranty. In no event shall Bubba-Baits be liable for any incidental, special or consequential damages, including but not limited to loss of business, profits or use, whether in an action in contract or tort or based on a warranty, arising out of or in connection with the use or performance of the Product.
3. Bubba-Baits retains a purchase money security interest in all products sold by Bubba-Baits to Customer, and in the proceeds of any resale of such products, until the purchase price and any other charges due to Bubba-Baits have been paid in full. Customer agrees to execute any financing statements Bubba-Baits may request in order to protect Bubba-Baits' security interest upon any breach by Customer of these terms and conditions. Bubba-Baits shall have all rights and remedies of secured party under the Uniform Commercial Code, which rights and remedies shall be cumulative and not exclusive. Customer is responsible for all costs and expenses incurred by Bubba-Baits in collecting any sums owing by Customer (which may include, but are not limited to collection agency and reasonable attorney's fees). If Bubba-Baits incurs costs collecting on any judgment arising of Customer's breach, Customer will be responsible for them, and this provision will survive the entry of any such judgment.
4. Products are deemed accepted by Customer unless Customer notifies Bubba-Baits in writing within 10 days of delivery of product shortages, damage or defect. No returns may be made for any reason without a Return Authorization Form issued by Bubba-Baits. If Customer refuses to accept tender or delivery of any products or returns any products without authorization from Bubba-Baits, such products will be held by Bubba-Baits awaiting Customer's instructions for 20 days, after which Bubba-Baits may deem the products abandoned and dispose of them as it sees fit, without crediting Customer's account.
5. Bubba-Baits will not be liable for any failure or delay in its performance or in the delivery or shipment of products, or for any damages suffered by Customer by reason of such failure or delay, when such failure or delay is caused, or arises in connection with, any fire, flood, accident, riot, earthquake, severe weather, war, governmental interference or embargo, strike, shortage of labor, fuel, power, materials or supplies, delay in delivery by Bubba-Baits' suppliers or any other cause or causes beyond Bubba-Baits' reasonable control. Bubba-Baits reserves the right to cancel without liability any order, the shipment of which is or may be delayed for more than 30 days by reason of any such cause. Bubba-Baits reserves the right to allocate in its sole discretion among Customers or potential Customers, or delay the shipment of any product which is in short supply.
6. This document and the rights and duties of the parties shall be governed by and interpreted according to the laws of the State of South Carolina. Bubba-Baits may modify these terms and conditions upon notice to client. Client's use of Bubba-Baits services after such notice shall constitute Client's acceptance of the modifications to this Agreement. Non-enforcement of any section of this Agreement does not constitute consent and Bubba-Baits reserves the right to enforce this Agreement at its sole discretion. If any one or more paragraphs in this Agreement are found to be unenforceable or invalid, Client and Bubba-Baits' agreement on all other paragraphs shall remain valid.
7. Customer, by accepting any products, making any payments or ordering any products having previously received these terms and conditions, will be deemed to have assented to the terms and conditions, notwithstanding any terms and conditions in any prior or later communication from Customer and whether or not Bubba-Baits will specifically or expressly object to any of the Customer's terms. Bubba-Baits' failure to object to any document, communication, or act of Customer will not be deemed a waiver of any of these terms and conditions. Any addition or charge to these terms and conditions must be specifically agreed to in writing by a duly authorized officer of Bubba-Baits before becoming binding on Bubba-Baits.
8. Customer will indemnify and hold Bubba-Baits harmless from any loss, cost or damage resulting from Customer's breach of the provisions of this agreement.
10. Bubba-Baits certifies that it complies with all applicable requirements of Sections 6, 7 and 15 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof.
11. In order to defray the cost of Customer account administration, any credit balance or other sums owed to Customer which remain unclaimed by the Customer for a period of 18 months will become the property of Bubba-Baits.
12. No order may be canceled, rescheduled or reconfigured without Bubba-Baits' prior written authorization and, in such event, Customer will be liable to Bubba-Baits for any additional cost and expense incurred by Bubba-Baits.
13. Prices and product availability are subject to change without notice. All specials and promotions limited to stock on hand. Call for current prices. Prices on Invoices, Sales Receipts and Quotes does not include shipping, applicable sales tax, freight COD fees or payment processing fees your bank may charge you.