

BECOME AN ADA RACING DEALER

Thank you for your interest in selling ADA Racing's Billet and Performance Products.

To complete the application process, please send back to:

Dealer Applications
ADA Racing
1335 W. Harwell Rd
Gilbert, AZ 85233

You may also FAX it to: 480-507-8258

Please include the following:

1. Completed and signed ADA Racing Dealer Application Form.
2. A copy of your State Tax Resale Certificate.
3. A copy of your city or county Business License.

Please note that ADA Racing divides its products into the following categories and you must be approved as a dealer in a specific category to purchase those products at dealer pricing. Below is a list of the different categories and their respective initial minimum order amount.

1. Personal Watercraft - \$500 minimum initial order
2. Go-Ped / Scooter / Pocketbike - \$300 minimum initial order
3. Hobby / RC - \$300 minimum initial order
4. Mini Mx - \$300 minimum initial order
5. ATV - \$500 minimum initial order



BILLET & PERFORMANCE PRODUCTS

TEL: 480-507-6919

FAX: 480-507-8258

DEALER APPLICATION

BUSINESS INFORMATION

Company Name: _____

Street Address: _____

City: _____ State: _____ ZIP: _____

Phone #: _____ FAX #: _____

Email: _____ Website: http://_____

Main Contact Person: _____

Business Type: Corporation Partnership Sole Proprietorship

Fed ID Number: _____ City or State Resale #: _____

Business Owner's Name: _____ SSN: _____

Date Business Established: _____ Retail Storefront?: Yes No

List any franchises that you are a dealer of: _____

Types of products sold: _____

BANKING INFORMATION

Bank Name: _____ Acct #: _____

Bank Address: _____ Bank Phone #: _____

TRADE REFERENCES

Ref 1: _____ Acct #: _____ FAX #: _____

Ref 2: _____ Acct #: _____ FAX #: _____

Ref 3: _____ Acct #: _____ FAX #: _____

COD's only accepted with a valid credit card on file for backup. No COD's on initial order. No open accounts. Payment outside of the U.S.A. is only accepted by Bank Wire Transfer or verifiable payments such as Paypal™. Credit cards are not accepted on orders outside of the U.S.A. unless supported by address verification.

I hereby certify that the information provided above is true and accurate to the best of my knowledge. I also certify that I understand and agree to abide by the terms and conditions set forth by ADA Racing. I also understand that either party may terminate this dealer agreement at any time for any reason whatsoever.

Print Name: _____ Title: _____

Signature: _____ Date: _____

FOR OFFICE USE ONLY

APPROVED BY: _____ DATE: _____

ADA RACING MAP PRICING POLICY

The ADA Racing Minimum Advertised Price Policy, hereafter referred to as 'MAP', determines a minimum price for which a product can be advertised for. The MAP applies to any form of advertising, whether in print or electronic format. These applications include, but are not limited to, newspaper, magazine, flyers/brochures, internet advertising, websites, eBay, mass e-mailings, & forum postings.

The ADA Racing MAP is 5% less than ADA Racing's current suggest retail or advertised sale price. Current retail pricing is based on ADA Racing's website. For parts not found on the website, MAP is based on the current retail price list found on the website. To calculate MAP's 5% less than retail, multiply the retail price times .95 (example, \$39.95 * .95 = \$37.95).

For ADA Racing dealers that sell ADA Racing products to other dealers that have intent to re-sell, they must inform their dealers of the ADA Racing MAP Policy. The authorized ADA Racing dealer is responsible for their dealer adhering to the MAP Policy.

This purpose of the MAP Policy is to offer all dealers fair competition in the marketplace, by limiting the advertised price. This way, the small dealer and the large dealer have an equal opportunity to sell product. The MAP Policy also helps to uphold the value of the product in the marketplace, maintaining profitability.

MAP does not dictate the price to which a product can be sold at, just the price that it can be advertised at. Dealers can sell products for any price that they want to. Remember, MAP stands for Minimum Advertised Price.

TERMS & CONDITIONS

Governing Law, Submission to Jurisdiction

The construction, validity, and performance of this Application, and of any and all transactions between ADA Racing and the Dealer and Principals shall be governed in all respects by the laws of the State of Arizona. Any dispute arising out of or in connection with this Application or any transaction between ADA Racing and Dealer and Principals shall be settled exclusively and finally by the Courts of Maricopa County, State of Arizona. In connection with any such litigation, Dealer's and Principal's signatures hereon, shall evidence and constitute consent to and the acceptance of service of process for subject matter and personal jurisdiction in the City of Phoenix, County of Maricopa, State of Arizona.

Terms and Conditions of Sales from ADA Racing To Dealer

1. ADA Racing shall have the right to place limits on the amount of COD orders and credit card orders at any time during the term of the Dealer relationship described hereunder.
2. Dealer acknowledges that ADA Racing doesn't grant credit on open account and that all purchases shall be prepaid or paid for concurrently with delivery of product from ADA Racing
3. In the event any of Dealer's checks are dishonored, for any reason or in the event Dealer causes a charge back as to any credit card used to pay for product purchased from ADA Racing, then in addition to all other remedies, and all other fees and charges available to ADA Racing there shall be assessed against Dealer a "bad check" or "credit card charge back" fee in the amount of \$35.00 per item. Further, in the event of a dishonored check or credit card charge back on any order from ADA Racing, ADA Racing will not release any further orders of product until the amount due is paid in full and until the next succeeding order is prepaid in full.
4. Dealer acknowledges that ADA Racing will only accept a check drawn on a bank account in Dealer's name or a credit card charge on a credit card issued in the name of the Dealer.
5. All orders of product from ADA Racing which are to be shipped to an address not within the United States of America must be prepaid in full, including shipping fees, and all duties and taxes prior to shipment.
6. In the event ADA Racing engages an attorney for the collection of any dishonored check of Dealer, or to collect a credit card charge back, or for any other reason in connection with a delinquent account of Dealer, whether or not litigation is instituted, Dealer and Principals agree to pay and reimburse all such reasonable attorney fees, and all costs, if applicable. In the event litigation is instituted, Dealer and Principals acknowledge and agree that the aforesaid attorney fees and costs may be added to and become a part of the judgment rendered against Dealer and Principals as otherwise referred to herein.
7. The Principals execution of this Application shall constitute an unconditional, unlimited guarantee of all of the obligations of Dealer to ADA Racing. In this regard, Principals agree that ADA Racing may pursue them directly, rather than pursue Dealer for all amounts due from Dealer to ADA Racing