

BIG BIKE PARTS®
 2300 PIONEER AVE.
 RICE LAKE, WI 54868

Customer # _____

CONFIDENTIAL RETAIL DEALER APPLICATION & SALES AGREEMENT

For the purpose of obtaining merchandise from Big Bike Parts, Inc., the following statements are made by the Applicant, and Big Bike Parts, Inc. shall rely on all such statements as correct. This agreement is between the Applicant signed on the reverse side, and Big Bike Parts, Inc., a Wisconsin Corporation, herein referred to as "BBP". Applicant authorizes BBP to contact any references given and inquire about credit history. Applicant acknowledges that it has read and understands the terms and conditions hereof and agrees to be bound by them, that this document is the complete and exclusive statement of the agreement between the parties relating to the subject matter hereof and that this document supersedes all proposals, oral or written. Applicant further agrees to notify BBP in writing within five days of any change of ownership, address, telephone, authorized purchasing agents, banks, transfer of listed assets, or other facts set forth below.

GENERAL INFORMATION:

Legal Entity Name _____ Telephone (____) _____

D.B.A. Name _____ Fax (____) _____

FEIN/SSN _____ Website _____

Physical Address _____ City _____ State _____ Zip _____

Billing Address _____ City _____ State _____ Zip _____

Date Business Started ____/____/____ How long at present location? _____

Normal Business Hours _____ Is purchase order required Yes No

Ownership: Own Rent Corporation Partnership Sole Proprietorship LLC

<u>Contact</u>	<u>Telephone</u>	<u>Email</u>	<u>Receive E-Bill</u>
Store Manager _____	(____) _____ x _____	_____	<input type="checkbox"/>
Parts Manager _____	(____) _____ x _____	_____	<input type="checkbox"/>
Bookkeeper _____	(____) _____ x _____	_____	<input type="checkbox"/>

<u>Brands Sold:</u>	<u>Since</u>	<u>Annual Volume</u>	<u>% of Total Sales</u>	<u>Financing</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

IMPORTANT:

Please include the following if checked by Big Bike Parts:

- | | | |
|--|--|--|
| <input checked="" type="checkbox"/> Certificate of Resale | <input type="checkbox"/> Credit References | <input checked="" type="checkbox"/> Trade References |
| <input checked="" type="checkbox"/> Photographs of Inside Retail Space | <input checked="" type="checkbox"/> Photographs of Outside Building (Including Store Sign) | |
| <input type="checkbox"/> Current Business Financial Statement | <input type="checkbox"/> Current Personal Financial Statement | |

Dealer Status may be denied if any of the above items are checked, but are not sent back with this application.

Office Use Only: Date _____ Approval _____

Reviewed Approved Contact Card # _____ Contact Name _____ Customer Type _____ Rating _____

Sales Rep. _____ Account Terms _____ Credit Limit \$ _____ PPA Order \$ _____ Dealer Locator

ATC Check Checked By _____ Date _____

Officers/Principals:

Owner/Officer Name _____ Telephone (____) _____

Address _____ City _____ State _____ Zip _____

Owner/Officer Name _____ Telephone (____) _____

Address _____ City _____ State _____ Zip _____

TERMS AND CONDITIONS

1. Upon approval of this application, BBP, in its sole discretion, will assign a maximum credit line and shall have the right to increase, decrease, or terminate Applicant's credit privileges at any time without prior notice to Applicant, except as otherwise provided by law.
2. Payment of the purchase price for goods and/or services acquired from BBP shall be made pursuant to the terms set forth on each invoice, and Applicant agrees to pay all charges according to the payment terms established on said invoice. The entire outstanding balance due to BBP on all invoices shall become due in full immediately upon default in the payment of any invoice.
3. Applicant agrees to pay interest in the amount of 1 1/2% per month, or the highest rate permitted by law, whichever is less, on any payment past due, pursuant to the terms set forth on each invoice until collected.
4. Applicant hereby certifies that the information furnished under this application and on any financial statements furnished in connection herewith, is true and correct and that this information is being furnished to BBP for the purpose of inducing BBP to extending credit to Applicant, and understands that BBP intends to rely upon such information as correct.
5. The failure of BBP to insist, in any one or more instances, upon performance hereunder, or to exercise any right hereunder, is not a waiver of the future performance of any term, covenant or condition or the future exercise of such right.
6. Applicant shall pay to BBP all costs and expenses, including, without limitation, reasonable attorney's fees of not less than 25% of amount owed, or actual attorney fees, whichever is higher and the fees of any collection agencies and court costs, incurred by BBP in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions or provisions hereunder.
7. GENERAL. (a) No modification hereof shall be binding upon either party unless the modification is in writing and signed by a duly authorized representative of both parties.
 (b) If any provision of the Agreement is unenforceable, such unenforceability shall not affect the remainder of the Agreement unless a failure of consideration would thereby result.
 (c) This document and the rights and duties of the parties shall be governed and interpreted according to the laws of the State of Wisconsin. The venue for any and all court actions shall be filed and held in Barron County, Wisconsin.
 (d) This Agreement shall be binding upon and, except as otherwise provided herein, shall inure to the benefit of the parties hereto and their respective successors and assigns.
 (e) The rights and remedies granted herein are non-exclusive to those otherwise available under law of equity.

APPLICANT

By Authorized Agent:

(Full Firm Name)

(Signature)

(Date)

(Print Name)

(Title)

GUARANTY

The undersigned, _____ ("Guarantor") of _____ having a financial interest in Applicant and benefiting from the transactions contemplated by this agreement, hereby personally guarantees the payment of Applicant to BBP of all amounts due and owing now, and from time to time hereafter. Guarantor expressly waives notice from BBP of its acceptance and reliance on its personal guaranty, notice of sales made to Applicant, and notice of default by Applicant. The obligations of Guarantor hereunder shall not be affected, excused, modified or impaired upon the happening, from time to time of any event. No set-off, counterclaim or reduction of any obligation, or any defense of any kind or nature which the Guarantor has or may have against applicant or BBP in the event of a default by Applicant on its obligations to BBP. BBP may proceed directly to enforce its rights hereunder and shall have the right to proceed first against Guarantor, without proceeding with, or exhausting, any other remedies it may have. Guarantor agrees to pay all costs, expenses, and fees, including reasonable attorney's fees, which may be incurred by BBP in enforcing this personal guaranty or protecting its rights following any default on the part of Guarantor. This personal guaranty shall be binding upon Guarantor, The Guarantor's heirs, successors, assigns, representatives and survivors, and shall inure to the benefit of BBP, its successors and assigns. This personal guaranty shall be governed by and interpreted with the laws and decisions of the state of Wisconsin.

(Print Name)

(Signature)

(Date)

(Address)

(Social Security No.)