

## WELCOME

You are holding in your hands the keys to increased profits and sustainability for your business. Q-Outdoor offers you a one-stop shop for best-in-class products from some of the best names in the business, as well as world-class services and solutions that will bring incredible value to your business and your customers. We are a wholesale distributor committed to serving you, the independent specialty outdoor retailer, backed up by 29+ years of distribution excellence through our parent company, Quality Bicycle Products.

If you are interested in establishing an account with Q-Outdoor, the following items must be submitted before your application is processed:

- Completed and signed dealer application
- Certificate of Liability Insurance
- Business phone bill or Yellow Pages ad (must be verifiable through directory assistance)
- The Uniform Sales & Use Tax Certificate filled out and signed or your state form if not listed on the federal form
- Photos of your commercial location including the exterior of your storefront, your sales area, and your service area.  
Feel free to include any other pertinent photos

Also, if you are interested in applying for Net 30 terms or ACH (automated clearing house), you will need to request a credit application. Initially, you will be immediately eligible for COD, certified funds and credit card terms upon approval for your new account.

In addition to our account criteria, we have set high standards that we ask all our accounts to maintain once approved. We pride ourselves in being the best in the business, and we want to make sure that we align ourselves with dealers that hold the same values.

These standards include:

- Ethical business practices
- Timely payment
- Profitability – maintaining an average order size of at least \$175\*
- Respectful and courteous treatment of Q-Outdoor and QBP staff

Please take a moment to complete the dealer application on page 288. Upon receipt and approval of the information you have submitted, an account maintenance representative will contact you within 48 hours concerning its status. Please make sure that you complete the entire application, so we can get you set up as soon as possible!

If you have any questions, please feel free to contact me. I look forward to talking with you soon.

Best regards,  
Your Q-Outdoor Sales Team

### **Q-Outdoor, a Division of Quality Bicycle Products**

6400 West 105th Street / Bloomington, MN 55438-2554  
P: 877.777.2572 / F: 800.762.4688

\* We ask that all of our accounts maintain an average order size of \$175. We have found that this threshold helps us both remain profitable. If this average is not achieved and maintained over the course of a year, a substantial minimum order charge will be added to your orders.



**DEALER ACCOUNT APPLICATION**

As a Q-Outdoor account, we are your convenient one stop shop for top products from numerous Outdoor Industry brand names. This extensive portfolio of best-in-category products is backed by more than 30 years of distribution expertise through our parent company, Quality Bicycle Products.

We at Q-Outdoor genuinely seek partnerships, so that your business's success is elevated through profitability and sustainability. We demonstrate commitment to our partners every day through:

- Same-day shipping
- Perfect order guarantee
- Freight credit program that saves you money and increases profitability
- In-season fill rate exceeding 94%, so you don't have to warehouse product from your vendors
- Dealer-only website providing account analysis, order tracking, PAL program and PO mapping

This application process is the first step in developing that partnership with Q-Outdoor. We will only sell products to qualified accounts, and will not open an account that does not meet our criteria. Completing this application will help us determine if you qualify for a Q-Outdoor account. Q-Outdoor reserves the right to close an account for any reason, including failure to provide true or complete information on this application, or failure to use a professional and respectful demeanor when communicating with Q-Outdoor staff.

We are dedicated to maintaining the channels of distribution. However, if you are an outdoor shop that also sells bikes, please let us know!

Legal business name \_\_\_\_\_ DBA \_\_\_\_\_

Please circle: Partnership Individual Corporation: Year \_\_\_\_\_

Number of years in business \_\_\_\_\_ Number of locations \_\_\_\_\_

Product lines stocked \_\_\_\_\_

Do you sell: (circle if applicable) On the internet? Yes No Via mail order? Yes No

How do you prefer to receive invoices? (circle one): Fax Mail Email None  
*(sign up for receiving your invoices via email and get \$0.25 per invoice)*

Billing address (Mailing address) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Shipping address\* (Primary location) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_

Website \_\_\_\_\_

\* If there is more than one shipping location, please attach a separate sheet listing all locations and note which is the primary.

Billing contact name \_\_\_\_\_

Manager's name \_\_\_\_\_

Buyer's name \_\_\_\_\_

Owner or principal's name\* \_\_\_\_\_

SS# \_\_\_\_\_

\* If there is more than one owner, please attach a separate sheet listing additional information.

Home address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Email \_\_\_\_\_

Home phone \_\_\_\_\_ Cell phone \_\_\_\_\_

**Terms and Conditions**

Your account will be set up with COD company check and credit card terms. It is agreed that a service charge of 1-1/2% per month may be charged on all delinquencies, or the highest rate permitted by prevailing state law, whichever is lower. In the event your account requires legal action or the service of a collection agency, you are responsible for all fees that accrue from such action. If your check is returned by the bank as uncollectible, a \$30.00 service charge will be added to your account and your account terms will be changed to COD-certified funds. QBP reserves the right to change your account terms at any time. Upon receipt and approval of this form, orders may be placed with COD, certified funds, and credit card. If you wish to apply Net 30 terms or ACH (Auto Clearing House), please contact us and request a credit application in addition to this form.

By signing I certify that the information provided herein is true and correct.

**Signed** \_\_\_\_\_

**Title** \_\_\_\_\_

**Name (please print)** \_\_\_\_\_

**Date** \_\_\_\_\_

Your application will not be processed until ALL information is received. Please allow 2 business days for approval.





**UNIFORM SALES & USE TAX CERTIFICATE—MULTIJURISDICTION**

The below-listed states have indicated that this form of certificate is acceptable, subject to the notes on page 290. The issuer and the recipient have the responsibility of determining the proper use of this certificate under applicable laws in each state, as these may change from time to time.

Issued to Seller: \_\_\_\_\_

Address: \_\_\_\_\_

**I certify that:**

Name of Firm (Buyer) \_\_\_\_\_

Address \_\_\_\_\_

**is engaged as a registered:**

Wholesaler \_\_\_\_\_

Retailer \_\_\_\_\_

Manufacturer \_\_\_\_\_

Seller (California) \_\_\_\_\_

Lessor (See notes on back) \_\_\_\_\_

Other (Specify) \_\_\_\_\_

and is registered with the below listed states and cities within which your firm would deliver purchases to us and that any such purchases are for wholesale, resale, ingredients or components of a new product or service<sup>1</sup> to be resold, leased, or rented in the normal course of business. We are in the business of wholesaling, retailing, manufacturing, leasing (renting) the following:

Description of business: \_\_\_\_\_

General description of tangible property or taxable services to be purchased from the seller:

\_\_\_\_\_  
 \_\_\_\_\_

State	State Registration, Seller's Permit or ID Number of Purchaser	State	State Registration, Seller's Permit or ID Number of Purchaser
AL <sup>2</sup>	_____	MO <sup>13</sup>	_____
AR	_____	NE <sup>14</sup>	_____
AZ <sup>22</sup>	_____	NV	_____
CA <sup>3</sup>	_____	NJ	_____
CO <sup>1</sup>	_____	NM <sup>1, 15</sup>	_____
CT <sup>4</sup>	_____	NC <sup>25</sup>	_____
DC <sup>4</sup>	_____	ND	_____
FL <sup>23</sup>	_____	OH <sup>26</sup>	_____
GA <sup>5</sup>	_____	OK <sup>16</sup>	_____
HI <sup>1, 6</sup>	_____	PA <sup>27</sup>	_____
ID	_____	RI <sup>17</sup>	_____
IL <sup>1, 8</sup>	_____	SC <sup>1</sup>	_____
IA	_____	SD <sup>18</sup>	_____
KS <sup>9</sup>	_____	TN	_____
KY	_____	TX <sup>19</sup>	_____
ME <sup>9</sup>	_____	UT	_____
MD <sup>10</sup>	_____	VT <sup>1</sup>	_____
MI <sup>11</sup>	_____	WA <sup>20</sup>	_____
MN <sup>12</sup>	_____	WI <sup>17</sup>	_____

I further certify that if any property or service so purchased tax free is used or consumed by the firm as to make it subject to a Sales or Use Tax we will pay the tax due directly to the proper taxing authority when state law so provides or inform the seller for added tax billing. This certificate shall be a part of each order which we may hereafter give to you, unless otherwise specified, and shall be valid until cancelled by us in writing or revoked by the city or state.

Under penalties of perjury, I swear or affirm that the information on this form is true and correct as to every material matter.

**Authorized signature** \_\_\_\_\_

**Title** \_\_\_\_\_

**Name (please print)** \_\_\_\_\_ **Date** \_\_\_\_\_





## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



# CREDIT APPLICATION: NET 30 TERMS

Please send to:

Phone: 800-346-8796  
Fax: 800-346-3340  
Email: arpay@qbp.com

Quality Bicycle Products  
Attn: Accounts Receivable  
6400 West 105th Street  
Bloomington, MN, USA 55438-2554

Note: Please allow 2-4 weeks for processing

\* MANDATORY – Please fill out form completely. A complete form will expedite the application process.

\* Legal business name \_\_\_\_\_ / DBA \_\_\_\_\_

\* Legal entity type \_\_\_\_\_ State \_\_\_\_\_

How long under present ownership? \_\_\_\_\_ Own or rent building? \_\_\_\_\_

Estimated Yearly Sales \_\_\_\_\_ Number of Employees \_\_\_\_\_

Was this business previously part of another company? Yes No If yes, name of company \_\_\_\_\_

\* Number of years in business \_\_\_\_\_

\* Billing address \_\_\_\_\_ Billing contact name \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Billing contact phone \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ Billing contact email \_\_\_\_\_

How do you prefer to receive invoices?  Email  Fax  Mail  None

Estimated credit amount desired \$ \_\_\_\_\_

### \* Ownership Information

Owner or principal's name \_\_\_\_\_ Ownership % \_\_\_\_\_ D.O.B. \_\_\_\_\_ SS # \_\_\_\_\_

Home address \_\_\_\_\_

Home phone \_\_\_\_\_ Email \_\_\_\_\_

Owner or principal's name \_\_\_\_\_ Ownership % \_\_\_\_\_ D.O.B. \_\_\_\_\_ SS # \_\_\_\_\_

Home address \_\_\_\_\_

Home phone \_\_\_\_\_ Email \_\_\_\_\_

Owner or principal's name \_\_\_\_\_ Ownership % \_\_\_\_\_ D.O.B. \_\_\_\_\_ SS # \_\_\_\_\_

Home address \_\_\_\_\_

Home phone \_\_\_\_\_ Email \_\_\_\_\_

(If there are additional owners, please list separately.)

### \* Bank Reference Authorization

I hereby authorize Quality Bicycle Products to obtain credit information regarding my business account at the below-named bank.

(This information will be held in the strictest of confidence.)

Name of business bank \_\_\_\_\_ Fax \_\_\_\_\_ Phone \_\_\_\_\_

Bank officer \_\_\_\_\_ Checking account # \_\_\_\_\_ Authorized signature \_\_\_\_\_

### Personal Credit Report Authorization and Release

Authorization is hereby granted to Quality Bicycle Products to obtain a standard factual data credit report through a credit reporting agency chosen by Quality Bicycle Products.

My signature below indicates my authorization for QBP to obtain a consumer credit report and/or investigative consumer report about me from a consumer-reporting agency.

Date: \_\_\_\_\_ Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_

### Trade or Personal References with Whom You Have an Open Account

	Name of Business	Terms	Account #	Phone #	Fax #	Email Address
1.						
2.						
3.						
4.						
5.						

## In Consideration Of Transacting Business With Quality Bicycle Products

The undersigned ("Owner") hereby represents and warrants to Quality Bicycle Products that:

- (1) **Organization Power and Authority/Validity of Documents.** Owner is (A) an entity duly organized, validity existing and in good standing under the laws of the state or country of its incorporation or creation, (B) has the power and authority to carry on its business as now being conducted, (C) is in compliance with all governmental requirements; and (D) has the power and authority to enter into this Agreement and any other documents related therewith.
- (2) **Litigation.** There are no judgments outstanding against Owner and there is no action, suit proceeding, or investigation now pending against, involving or affecting Owner, at law, in equity before any governmental authority that is adversely determined as to Owner would result in a material adverse change in the business or financial condition of Owner, nor is there any basis for such action, suit, proceeding or investigation.
- (3) **Assignment of Interest/Changes of Ownership/Name.** Owner shall not voluntarily or by operation of law assign, transfer or otherwise encumber all or any part of the Owner's interest or obligations under Agreement without the prior written consent of QBP, which consent shall be at the sole discretion of Quality Bicycle Products. Owner further represents and warrants that it shall notify Quality Bicycle Products immediately of any changes in its ownership structure, business name or sale of the company.
- (4) **Payment Terms and Conditions/Penalties.** Payments are due 30 days from the invoice date or as otherwise determined by QBP. It is agreed that a service charge of 1-1/2% per month may be charged on all delinquencies, or the highest rate permitted by prevailing state law, whichever is lower. In the event your account requires legal action or the service of a collection agency, you are responsible for all fees that accrue from such action. If your check is returned by the bank as uncollectable, it will automatically be redeposited and your account terms will be changed to COD Certified and Credit Card terms. A \$30 fee and the check total will be debited to your QBP account, if the check is returned a second time. A 15% restocking fee may be assessed on returns. QBP reserves the right to change your terms at any time, terms and credit limits will be reviewed at Quality Bicycle Product's discretion.
- (5) **Modification or Termination.** This Agreement may only be modified or terminated by a written instrument or instruments intended for that purpose and executed by the party against which thereof is asserted. This Agreement shall continue in force and effect until the indebtedness is paid in full. Dealer shall promptly notify QBP of any material change in its business including but not limited to assignment, lease or sale of all or part of its business ownership interests, change in type of business entity (e.g. conversion from corporation to LLC), or the opening or closing of Dealer locations. In the event of any material change of Dealer's business, QBP may, without notice or demand, declare any outstanding Dealer account debts immediately due and payable.
- (6) **Payment of Invoices/Financial and Other Information.** Owner shall pay all invoices according to the terms and conditions stipulated herein and in any other Document. Owner warrants and represents that its current financial condition is satisfactory and that it can meet all its present obligations. Owner further warrants and represents that it shall deliver to Quality Bicycle Products such information as Quality Bicycle Products may reasonably request from time to time, including without limitation, financial statements and information pertaining to Owners financial condition. Such information shall be true, correct and complete. Owner acknowledges that the payment terms on its account with Quality Bicycle Products shall be based upon the approval of its credit application and the review of its credit references.
- (7) **Remedies.** If a default exists and is continuing under this Agreement or any of the documents, Quality Bicycle Products may exercise any right, power or remedy permitted by law or as set forth herein or any other Document including, without limitation, the right to declare the entire unpaid principle amount hereof and all interests accrued hereon, and all other sums secured by the Agreement or any Document, to be immediately due and payable. The failure of Quality Bicycle Products to exercise any such right, power or remedy shall in no event be construed as a waiver or release thereof.

I understand and agree that a QBP Account is subject to all Terms of Sale and Account Criteria published by QBP, and that QBP reserves the absolute discretion to restrict or close my account for any reason and at any time. A QBP account merely allows the purchase of products from Quality Bicycle Products and does not create any legal rights in the account holder, or relationship between QBP and the account holder, other than as may exist between a commercial buyer and seller, whether such rights are claimed to be in the nature of dealership, franchisee, or otherwise.

QBP reserves the right, in its sole discretion, to suspend further sales, close an account, and/or accelerate and demand immediate payment of any amounts owed if:

1. the general management, ownership, or control of the Owner's business changes in any material way without QBP's prior written consent, or
2. the Owner (i) ceases to actively conduct its business, (ii) files a voluntary petition for bankruptcy or has filed against it an involuntary petition for bankruptcy, (iii) becomes unable to pay its debts as they become due, (iv) makes a general assignment for the benefit of its creditors, or (v) applies for the appointment of a receiver or trustee for substantially all of its property or assets or permits the appointment of any such receiver or trustee.

\* Signed \_\_\_\_\_ \* Title \_\_\_\_\_

\* Name (please print) \_\_\_\_\_ \* Date \_\_\_\_\_

\* Signed \_\_\_\_\_ \* Title \_\_\_\_\_

\* Name (please print) \_\_\_\_\_ \* Date \_\_\_\_\_

\* Signed \_\_\_\_\_ \* Title \_\_\_\_\_

\* Name (please print) \_\_\_\_\_ \* Date \_\_\_\_\_

Options for approval notification (please check one):  Mail  Fax \_\_\_\_\_  Email \_\_\_\_\_



# AUTHORIZATION AGREEMENT FOR ELECTRONIC FUNDS TRANSFER

\* MANDATORY—Please fill out this form completely. A complete form will expedite the application process.

### Check the Reason You are Completing This Form:

Initial Set up

Change

Cancel

Effective date of change<sup>†</sup> \_\_\_\_\_

Effective date of cancel<sup>†</sup> \_\_\_\_\_

† ACH will be unavailable while your Change is being processed.

### \* Section A: Company Information

Company Name \_\_\_\_\_

DBA \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Telephone Number \_\_\_\_\_ QBP Account # \_\_\_\_\_

### \* Section B: Primary Contact Person

Name \_\_\_\_\_ Title \_\_\_\_\_

Telephone Number \_\_\_\_\_ Ext. \_\_\_\_\_

\* Email address \_\_\_\_\_

(By including your email address you will receive notification of pending account transactions)

### \* Section C: Financial Institution Information

\* Bank Name \_\_\_\_\_

\* Account Type \_\_\_\_\_

\* Name on Account \_\_\_\_\_

\* Account Number \_\_\_\_\_

\* Routing Transit Number \_\_\_\_\_

\* To expedite the verification process, please attach a photocopy of a check so we may verify your routing and checking numbers. Once QBP receives this form, it will take 3 business days to process.



9-Digit Routing Number      Account Number

### \* Section D: Authorization

I authorize Quality Bicycle Products to initiate electronic debit and credit entries to the above account for payment of QBP invoices. The payment will be initiated on the due date or on the next business day if the due date falls on a weekend or holiday. I acknowledge that the origination of ACH transactions to this account must comply with the provisions of U.S. law. This authority will remain in effect until it has been cancelled in writing.

\_\_\_\_\_  
*Signature*

By signing this form I acknowledge and understand that funds MUST be available at the time of submitting and processing my orders. Transactions will not be reversed by QBP.

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Title*

**Please fax this form back to  
1-800-346-3340**

\_\_\_\_\_  
*Date*



# NET ACCOUNT PERSONAL GUARANTEE

**QBP Account Number:** \_\_\_\_\_

**Business Name:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In consideration for credit extended on this QBP account, the undersigned Guarantor(s) absolutely and unconditionally guarantee(s) the full and prompt payment when due of each and every invoice, debt, liability and obligation to QBP as such invoices, debts, liabilities and obligations shall become due. It is further understood that this guarantee shall be an absolute, unconditional, continuing and irrevocable guarantee binding the undersigned Guarantor(s) personally to pay on demand any balance due on this account, including all costs of collection and reasonable attorney's fees. I understand that in signing this, I am binding both the entity of which I am an officer, owner or employee, and further, that as Guarantor I am also assuming personal liability for all invoices, debts, liabilities and obligations which are currently due and owing or which may in the future become due and owing on this QBP account.

\_\_\_\_\_  
Signature of Guarantor

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Guarantor

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Guarantor

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

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