

**SUBMIT**

# Speed by Design

Please fill out and submit your application and call to place your first order.

## Dealer Application Form

The Dealer Application Form must be filled out completely as a condition to qualify for dealer pricing. If any of the requested information is not produced, your application cannot be processed. Please make sure this form is complete before faxing, emailing, or mailing. Please note, to become a dealer there is a minimum of \$1,200 in purchases required, Tier I Level Pricing applies. There is a \$2,000 threshold per year to stay in good standing. To receive Tier II Level Pricing there is a minimum of \$5,000 in purchases annually required. Thank you.

A completed Dealer Application requires you to send us the following:

1. A copy of your resale license;
2. A picture of your place of business or a copy of your company's yellow page ad or provide the web address to your company's functioning website;
3. A copy of your business card.
4. A completed Dealer Information Form.
5. California dealers must fill out a resale tax form or they will be charged sales tax until the form is received

### Dealer Information

Date \_\_\_\_\_

Contact Person \_\_\_\_\_ Position \_\_\_\_\_

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

Mobile Number \_\_\_\_\_

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

Doing Business As (DBA) \_\_\_\_\_

### Business Address

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

City \_\_\_\_\_ State (Province or District) \_\_\_\_\_ Zip \_\_\_\_\_

Country \_\_\_\_\_

Web Address \_\_\_\_\_ Email Address \_\_\_\_\_

(Circle One):    Sole Proprietorship                      Partnership                      Corporation

State of Incorporation: \_\_\_\_\_

Name of Owners, Partners, Shareholders \_\_\_\_\_ Home Phone \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

<b>For Office Use Only</b>
Approval Date: _____
Initial _____

<b>For Office Use Only</b>
Preliminary <input type="checkbox"/>
Phone <input type="checkbox"/>
Email Added <input type="checkbox"/>
Packet Mailed <input type="checkbox"/>

# Speed by Design

## Shipping Address (If different from Business Address)

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

City \_\_\_\_\_ State (Province or District) \_\_\_\_\_ Zip \_\_\_\_\_

Country \_\_\_\_\_

## Bank Information

Bank Name \_\_\_\_\_ Phone \_\_\_\_\_

Bank Address \_\_\_\_\_ Bank Contact \_\_\_\_\_

Account # \_\_\_\_\_ State Resale # \_\_\_\_\_

Please list 3 companies that conduct business with you as a Dealer:

1. Name \_\_\_\_\_

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

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

Phone Number \_\_\_\_\_ Type of Account (Circle One) Open /C.O.D.

2. Name \_\_\_\_\_

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

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

Phone Number \_\_\_\_\_ Type of Account (Circle One) Open /C.O.D.

3. Name \_\_\_\_\_

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

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

Phone Number \_\_\_\_\_ Type Of Account (Circle One) Open /C.O.D.

# Speed by Design

\*\*\*\*\* Continuing Guarantee \*\*\*\*\*

The undersigned \_\_\_\_\_ (“Guarantor”) hereby guarantees payment of all money due and owing to **Speed by Design** by \_\_\_\_\_ [print company name] (“Debtor”) for purchases already made or to be made in the future from Speed by Design and agrees that guarantor will pay the full amount owed to **Speed by Design** in the event that Debtor does not pay when said amount is due. GUARANTOR CONSENTS AND AGREES THAT, WITHOUT NOTICE TO GUARANTOR AND WITHOUT AFFECTING THE OBLIGATIONS OF GUARANTOR HEREUNDER, SPEED BY DESIGN MAY DO ANY OR ALL OF THE FOLLOWING: Compromise or settle any of all said indebtedness; extend, by renewal or otherwise, accelerate or otherwise modify the period of duration or the time of the payment, discharge or performance of any or all of said indebtedness; release any or all parties to any or all of said indebtedness; release, surrender, exchange, modify, impair or extend the period or duration of time for the performance, discharge, or payment of, any and all deposits and any other property securing the indebtedness of any guaranty of the indebtedness on which SPEED BY DESIGN at any time may have a lien, or may waive or refuse to enforce its rights, or make any compromise or settlement or agreement thereof, in respect of any and all such deposits and property; release or substitute any one or more of the endorsers or guarantors of the indebtedness, whether parties to this instrument of not; or Assign any or all of the rights, benefits and privileges provided by this instrument. Guarantor further consents and agrees that SPEED BY DESIGN shall be under no obligation to marshal any assets in favor of Guarantor or against or in payment of any or all of the indebtedness, nor shall Guarantor’s liability on this Guaranty be contingent upon the exercise or enforcement by SPEED BY DESIGN of whatever remedies it may have against the Debtor or others, or the enforcement of any lien or realization upon any security SPEED BY DESIGN may at any time possess. GUARANTOR DOES HEREBY WAIVE: notice of acceptance hereof; notice of the extension of credit from time to time given by SPEED BY DESIGN to Debtor and the creation of indebtedness and notice of the amount of indebtedness of Debtor to SPEED BY DESIGN, from time to time subject, however, to Guarantor’s right to make inquiry of SPEED BY DESIGN to ascertain the amount of indebtedness at any reasonable time; notice of adverse change in Debtor’s financial condition or of any other fact which might increase Guarantor’s risk; notice of presentment for payment, demand, protest and notice thereof to any instrument; and notice of default and all other notices and demands to which Guarantor might otherwise be entitled. Guarantor further waives the right to require SPEED BY DESIGN to institute suit against Debtor or exhaust its rights and remedies against Debtor and any defenses arising by reason of any disability or other defense of Debtor by reason of the cessation from any cause whatsoever of the liability of the Debtor.

**Sign only in your individual capacity and not as an officer, director or agent for Debtor:**

\_\_\_\_\_ Date \_\_\_\_\_

Print full legal name: \_\_\_\_\_

**\*PLEASE NOTE\* All new dealers will be C.O.D. or credit card only!**

*Thank you for your interest in our company and products and we look forward to doing business with you.*



## Dealer Agreement

Speed by Design and the undersigned agree to the following terms and conditions:

### TERMS AND CONDITIONS

1. Limited Warranty. Speed by Design warrants the products purchased by Dealer from Speed by Design to be free from defects in materials and workmanship, and will repair or replace, at its sole option, any part of said products. If an exact replacement is not available, an equivalent product or credit will be provided. The Limited Warranty commences on the date of purchase and expires on the one (1) year anniversary. The Limited Warranty does not include damages, malfunctions or failures resulting from the failure to properly install, operate or maintain the products in accordance with the instructions provided by Speed by Design. Furthermore, the Limited Warranty does not include damages, malfunctions or failure caused by misuse, accident, vandalism, corrosion or an activity or event that is outside the control of Speed by Design. The products covered by this Limited Warranty pertain only to products installed in either the United States or Canada. The Limited Warranty does not cover shipping costs. Dealer will be responsible for shipping costs and shipping insurance.
2. Limitation of Liability. The Limited Warranty provided herein is the ONLY warranty given by Speed by Design. ANY IMPLIED WARRANTIES, INCLUDING MECHANABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SHALL NOT EXTEND BEYOND THE APPLICABLE WARRANTY PERIOD SPECIFIED IN THE LIMITED WARRANTY. SPEED BY DESIGN'S SOLE LIABILITY WITH RESPECT TO DEFECTIVE PARTS OR FAILURE SHALL BE SET FORTH IN THE LIMITED WARRANTY, AND ANY CLAIMS FOR INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARE EXPRESSLY EXCLUDED.
3. Documentation. Dealer has a non-delegable duty to insure that all purchasers of the products purchased by Dealer from Speed by Design are given and instructed to read and fill out all necessary paperwork including but not limited to: (1) the measurement guide; (2) the operation instructions; (3) installation instructions; and, (4) Limited Warranty. Said documents shall be attached to Speed by Design agreement confirming that the purchaser has read, understood and agreed to the instructions, terms and conditions stated in the aforementioned documents. Dealer shall ensure that the Dealer signs and dates said agreement.
4. Severability. If any clause or condition of this Agreement is found to be unenforceable, illegal or invalid, the remaining provisions of this Agreement shall nevertheless be carried into effect and shall in no way be affected, impaired or invalidated. This Agreement shall be construed in all respects as if any enforceable, illegal or invalid paragraph or provision were omitted.
5. Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the State of California in the proper court in Riverside County.
6. Enforcement. Should any provision of this Agreement require interpretation or enforcement, the prevailing party will be entitled to reasonable attorney fees, costs.
7. Entire Agreement. This Agreement and any attachment[s], which are incorporated by reference and made an integral part of this Agreement, constitute the entire agreement between the parties. No agreements, representations, or warranties other than those specifically set forth in this Agreements or in the attachment[s] will be binding on any of the parties unless set forth in writing and signed by both parties.

ACKNOWLEDGED AND AGREED:

\_\_\_\_\_  
(PRINT DEALER NAME)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



**Dealer Application Form**  
**Credit Card Authorization Form**

Company Information:

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

Name as it appears on Credit Card: \_\_\_\_\_

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

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

Country: \_\_\_\_\_

Credit Card Information:

- Mastercard
- Visa
- Discover

Card #: \_\_\_\_\_

Exp. Date: \_\_\_\_\_ / \_\_\_\_\_ Code: \_\_\_\_\_

I hereby authorize **Unlimited Baggers, LLC dba Speed by Design** to process my credit card for payment of products and/or services which I, or my authorized representatives, may order.

All Orders \_\_\_\_\_ This Order Only \_\_\_\_\_ Other \_\_\_\_\_

Authorized Signature:

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print \_\_\_\_\_ Date \_\_\_\_\_

# Speed by Design

## Dealer Application Form (California Dealers Only!)

### California Resale Certificate

**I HEREBY CERTIFY AND DECLARE:**

1. My or my company's valid seller's permit number is:

\_\_\_\_\_

2. I or my company am/is engaged in the business of selling the following type of tangible personal property:

\_\_\_\_\_

3. This certificate is for the purchase from Speed by Design (Vendor's Name) for item(s) I have listed in paragraph 5 below.

4. I will resell the item(s) listed in paragraph 5, that I am purchasing under this resale certificate in the form of tangible personal property in the regular course of my business operations, and I will do so prior to making any use of the item(s) other than demonstration and display while holding the item(s) for sale in the regular course of my business. I understand that if I use the item(s) purchased under this certificate in any manner other than as just described, I will owe use tax based on each item's purchase price or as otherwise provided by law.

5. Description of property to be purchased for resale: \_\_\_\_\_

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

6. I acknowledge that a person may be guilty of a misdemeanor under Revenue and Taxation Code section 6094.5 if the purchaser knows at the time of purchase that he or she will not resell the purchased item prior to any use (other than retention, demonstration, or display while holding it for resale) and he or she furnishes a resale certificate to avoid payment to the seller of an amount as tax. Additionally, a person misusing a resale certificate for personal gain or to evade the payment of tax is liable, for each purchase, for the tax that would have been due, plus a penalty of 10 percent of the tax or \$500, whichever is more. Furthermore, I agree to pay the full retail price and liquidated damages of an additional \$200 per part purchased if at the time of the purchase it was my intent not to resell the part in question.

7. I have read and understood the terms of this form and declare that the information supplied is true and accurate.

NAME OF PURCHASER \_\_\_\_\_

SIGNATURE OF PURCHASER, PURCHASER'S EMPLOYEE OR AUTHORIZED REPRESENTATIVE

\_\_\_\_\_

PRINTED NAME OF PERSON SIGNING \_\_\_\_\_ TITLE \_\_\_\_\_

ADDRESS OF PURCHASER

\_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_ DATE \_\_\_\_\_

# Speed by Design

## Dealer Application - Resale Certificate (For Dealers Outside of California)

### I HEREBY CERTIFY AND DECLARE:

1. My or my company's valid seller's permit number is:

\_\_\_\_\_

2. I or my company am/is engaged in the business of selling the following type of tangible personal property:

\_\_\_\_\_

3. This certificate is for the purchase from Speed by Design (Vendor's Name) for item(s) I have listed in paragraph 5 below.

4. I will resell the item(s) listed in paragraph 5, that I am purchasing under this resale certificate in the form of tangible personal property in the regular course of my business operations, and I will do so prior to making any use of the item(s) other than demonstration and display while holding the item(s) for sale in the regular course of my business. I understand that if I use the item(s) purchased under this certificate in any manner other than as just described, I will owe use tax based on each item's purchase price or as otherwise provided by law.

5. Description of property to be purchased for resale: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

6. I acknowledge that a person may be guilty of a misdemeanor under Revenue and Taxation Code for your state if the purchaser knows at the time of purchase that he or she will not resell the purchased item prior to any use (other than retention, demonstration, or display while holding it for resale) and he or she furnishes a resale certificate to avoid payment to the seller of an amount as tax. Additionally, a person misusing a resale certificate for personal gain or to evade the payment of tax is liable, for each purchase, for the tax that would have been due, plus a penalty of 10 percent of the tax or \$500, whichever is more. Furthermore, I agree to pay the full retail price and liquidated damages of an additional \$200 per part purchased if at the time of the purchase it was my intent not to resell the part in question.

7. I have read and understood the terms of this form and declare that the information supplied is true and accurate.

NAME OF PURCHASER \_\_\_\_\_

SIGNATURE OF PURCHASER, PURCHASER'S EMPLOYEE OR AUTHORIZED REPRESENTATIVE

\_\_\_\_\_

PRINTED NAME OF PERSON SIGNING \_\_\_\_\_ TITLE \_\_\_\_\_

ADDRESS OF PURCHASER

\_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_ DATE \_\_\_\_\_