



**INSTRUCTIONS:** This form must be completed in its entirety. Incomplete applications will be rejected.

## DEALER APPLICATION

COD Only - We do not offer open accounts.

### Applicant Information

<b>Full Legal Name:</b>		<b>Title:</b>
<b>Address:</b>		
<b>City:</b>	<b>State</b>	<b>Zip Code</b>
<b>Phone:</b>	<b>Fax:</b>	<b>E-mail:</b>
<b>SSN#</b>	<b>Drivers License #:</b>	<b>State Issued:</b>

### Business Information

<b>Legal Business Name:</b>		<b>Year Started:</b>
<b>Address:</b>		
<b>City:</b>	<b>State</b>	<b>Zip Code</b>
<b>Phone:</b>	<b>Fax:</b>	<b>Website:</b>
<b>Fed. Tax ID#</b>	<b>CA Resale #:</b>	<b>No. Of Employees:</b>
<b>Description Of Business:</b>		

### Trade References

NAME	PHONE	ACCOUNT NO.	OPEN OR COD

BANK NAME	ACCOUNT NO.	PHONE NO.

I certify that all statements and information in this application are true and correct. I authorize any credit investigation needed for verification. I hereby agree to the seller's terms and conditions of sale as documented by the seller and agree to make all payments as due. I further agree to pay any and all collection costs and/or attorney's fees associated with collection of any debts incurred.

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

Terms & Conditions: Minimum annual purchase of goods in the amount of \$2500.00 or greater is required to maintain "DEALER STATUS". Failure to meet minimum purchase requirements will result in revocation of Dealer Status.

<b>OFFICE USE ONLY</b>	
<b>ACCOUNT NO.</b>	<b>APPROVAL BY</b>



**DEALER APPLICATION (continued)**

**TERMS AND CONDITONS**

**WARRANTY**

The Applicants sole and exclusinve warranty, if any, is that provided by the Product's Manufacturer. SELLER MAKES NO EXPRESSED OR IMPLIED WARRANTIES. SELLER HEREBY DISCLAIMS ALL EXPRESSED OR IMPLIED WARRANTIES, WHETHER IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY AND FITNESS OR FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES, WILL SELLER BE LIABLE FOR INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND. SELLER'S LIABILITY, IF ANY, SHALL BE LIMITED TO THE NET SALES PRICE RECEIVED BY SELLER.

**PERSONAL GUARANTY**

For and in consideration of the Seller extending credit to the Applicant, the Guarantor hereby personally guarantees the payment of any obligation of the Applicant to the Seller. Therefore, Guarantor hereby agrees to pay the Seller on demanc, without offset, any sum due to the Seller by the Applicant if and when Applicant fails to pay such amount. Guarantor further agrees to pay all costs of collection including reasonable attorney's fees. This Guaranty shall be a continuing and irrevocable guaranty and indemnity for indebtedness of the Applicant. The Guarantor hereby agrees to the extent permitted by law, to waive the Homestead expemption, notice of acceptance, notice of presentment, demand, non-payment, dishonor and protest. Furthermor, Guarantor consents to and waives notice of any modification, amendment or extension of the terms of the credit agreement hereby guaranteed. Guarantor hereby authorizes CP Performance to obtain and use Consumer Reports from time to time on the Guarantor for the sole purpose of evaluating current and ongoing credit worthiness in connection with the extension of business credit as contemplated by this credit application.

\_\_\_\_\_  
GUARANTOR

\_\_\_\_\_  
GUARANTOR

\_\_\_\_\_  
SOCIAL SECURITY NO.

\_\_\_\_\_  
SOCIAL SECURITY NO.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE



## RESALE CERTIFICATION

Must be filled out completely by resale accounts.  
Tax will be charged on all accounts without resale certificate information.

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

**I HEREBY CERTIFY** that I hold a valid seller's permit No. \_\_\_\_\_

issued pursuant to the Sales and Use Tax Law; that I am engaged in the business of:

\_\_\_\_\_, that the tangible personal property,  
**PROVIDED**, however, that in the event of any such property is used for the purpose other than retention, demonstration or display while holding it for sale in the regular course of business, it is understood that I am required by the Sales and Use Tax Law to report and pay for the tax, measured by the purchase price of such property. Description of property to be purchased: **MARINE EQUIPMENT AND SUPPLIES.**

Dated \_\_\_\_\_ Signature \_\_\_\_\_

By & Title \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Zip Code \_\_\_\_\_ Phone \_\_\_\_\_

**INSTRUCTIONS:** Complete this form in its entirety. You may fax the form to CP Performance, Attn: New Accounts at 707-585-2935. The form may also be mailed to:

**CP Performance**  
Attn: New Accounts  
5725 Redwood Dr.  
Rohnert Park, CA 94928

Please allow 5-7 days for verification and processing.

## Additional Terms:

1. Nothing in this Agreement shall be determined to constitute the dealer as an agent, representative, or employee of CP Performance for any purpose.
2. Without separate execution of an authorized internet dealer addendum, Dealer is expressly forbidden from advertising or selling any CP Performance products or Part Number, using CP Performance logos or using CP Performance trade names and trademarks on the internet.
3. Except for resale of products under CP Performance trade names and trademarks, dealer is prohibited from conducting business using CP Performance trade names and trademarks (or any name or mark confusingly similar thereto).