



885 S. Auto Mall Drive, Suite C  
American Fork, UT 84003  
P:(801) 229-9099 F:(801) 229-9013

## CYCLING DEALER APPLICATION

Company Name (include dba): \_\_\_\_\_

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

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

Telephone: \_\_\_\_\_ Owner: \_\_\_\_\_

Fax: \_\_\_\_\_ Email: \_\_\_\_\_

State Tax Exemption #: \_\_\_\_\_

Indicate Type of Business Entity: [ ] Sole Proprietorship [ ] Partnership [ ] Corporation

Do you Own or Rent your Building: \_\_\_\_\_ Square Feet of Building: \_\_\_\_\_

How long has company been under present ownership?: \_\_\_\_\_

Do you have multiple retail locations? If so, how many: \_\_\_\_\_

Where do you plan to sell Lizard Skins Cycling products? (circle all that apply):

Retail Store      Internet      Teams

Person Responsible for Invoice Payment and Approval:

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

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Buyer responsible for Lizard Skins products:

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

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Within the last five (5) years has Applicant, or principal owner(s) of Applicant, been sued by a trade creditor or filed a petition under any Chapter of Bankruptcy Code: [ ] Yes [ ] No

### Dealer Policies

1. Lizard Skins does not authorize its dealers to resell any of its products to Amazon or any of their warehouses.
2. Lizard Skins does not authorize any dealer to sell its products via FBA (fulfilled by Amazon). Sales through Amazon are allowed, but not in any type of situation where Amazon fulfills (picks, packages, or ships) the order.

3. Lizard Skins does not authorize reselling to other retailers or sales reps.
4. Lizard Skins will only accept dealer applications from companies that operate a brick and mortar store with public business hours, retail space, related brands and cycling products.
5. Lizard Skins will only ship to legitimate commercial addresses. We do not drop-ship orders to locations other than the Dealer's main ship to address. Product shipments cannot be sent to residential addresses.

**UPON POSITIVE ACCEPTANCE BY LIZARD SKINS, OF APPLICATION, I (WE) AGREE TO PAY FOR ALL GOODS PURCHASED ACCORDING TO THE TERMS OF EACH TRANSACTION.**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

*\*Incomplete information may result in application dismissal.*



885 S. Auto Mall Drive, Suite C  
American Fork, UT 84003  
P:(801) 229-9099 F:(801) 229-9013

## CREDIT CARD APPROVAL FORM

CARD TYPE: AMEX \_\_\_\_\_ VISA \_\_\_\_\_ MASTERCARD \_\_\_\_\_

BILLING ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CREDIT CARD #: \_\_\_\_\_

NAME ON CARD: \_\_\_\_\_

EXPIRATION DATE: \_\_\_\_\_

SECURITY CODE: \_\_\_\_\_



## **LIZARD SKINS UNILATERAL MINIMUM ADVERTISED PRICE (MAP) POLICY**

*Effective February 1st, 2016*

Lizard Skins, has unilaterally adopted this Unilateral Minimum Advertised Price Policy (“MAP Policy”) on selected products, which shall apply to distributors and retailers, including catalogs and internet retailers, (collectively, “Resellers”) who resell Lizard Skins products to end users located in the U. S. and Canada. Lizard Skins is adopting this MAP Policy to preserve its strong reputation for providing customers with high value products and strong after-sales support. Lizard Skins greatly values the efforts of all Resellers to distribute Lizard Skins products.

The MAP Policy shall work under the following guidelines:

1. The MAP Policy does not allow advertised pricing to be discounted below Minimum Advertised Price (“MAP”).
2. A price list will be attached detailing each product’s MAP, UPC, and part number. Lizard Skins may adjust this information at its sole discretion.
3. The MAP policy applies to all advertisements of selected Lizard Skins products in any and all media, including, without limitation, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, Internet or similar electronic media including websites, email newsletters, email solicitations, television, radio, and public signage. The MAP policy is not applicable to any in-store advertising that is displayed only in the store and not distributed to any customer. In-store displays, point-of-sale signs, hangtags or bar codes or similar marks on products or product packaging which merely state the price are not considered “advertising” for purposes of this MAP Policy.
4. Lizard Skins products must be exempted from all store-wide or category-wide sales or coupons which would effectively advertise them below MAP.
5. “Bundling” or including a free or discounted product (whether made by Lizard Skins or another manufacturer) with a Lizard Skins product covered by this MAP Policy would violate this policy and is not permitted. The only exceptions are when Lizard Skins products are installed as part of an authorized OEM-type specification.
6. If pricing is displayed, any strike-through or other alteration of the MAP price is prohibited.
7. The MAP Policy applies only to advertised prices and does not apply to the actual sales price. Resellers remain free to sell Lizard Skins products at the price of their choosing.
8. The MAP Policy does not establish maximum advertised prices. All Resellers may offer LIZARD SKINS products at any price in excess of the MAP established for such products. Internet auctions may not display or have reserved bid or other acceptable prices below the MAP price.

**9. The MAP Policy does not in any way limit the ability of any dealer to advertise that “they have the lowest prices” as long as the price advertised or listed for the products are not less than MAP.**

**10. From time to time, Lizard Skins may instigate promotions for products covered by the MAP Policy because the products are being discontinued or because they are just being released. In such events, Lizard Skins reserves the right to modify or suspend the MAP with respect to the affected products by notifying Resellers of such a change. Lizard Skins further reserves the right to adjust the MAP with respect to all or certain products at its sole discretion upon 7 days advanced written notice to Resellers provided that such changes shall apply equally to all Resellers.**

**11. A violation of the MAP Policy is considered a Strike. The first violation (“Strike One”) will result in notification. Resellers have 48 hours from time of notice to bring all advertised prices into compliance with the MAP Policy. If prices are not brought into compliance within the 48 hour window, then the violating Reseller will be placed on a purchasing suspension for a period of 6 months. A second MAP policy violation by a Reseller will be considered “Strike Two.” Again, 48 hours will be giving for compliance. If prices are not brought into compliance within the 48 hour window, then the Reseller will be placed on a purchasing suspension for a period of 6 months. A third MAP policy violation by a Reseller will be considered “Strike Three,” which will result in an immediate 6 month purchasing suspension.**

**12. This MAP Policy and its enforcement is solely Lizard Skins decision and responsibility. No employee or sales representative or distributor of Lizard Skins is authorized to discuss or modify this policy. Any action of any person, which claims to modify this policy or to solicit or obtain the agreement of any person to the policy, is unauthorized and invalid. Any questions about this policy should be in writing and directed to Map Enforcement, [map@lizardskins.com](mailto:map@lizardskins.com) who will respond only in writing. No oral communications about this policy are authorized. The foregoing MAP Policy and any MAP Product Listing is subject to modification or discontinuance by Lizard Skins, in its sole and absolute discretion, at any time. Any action taken by Lizard Skins under this policy shall be without liability to Lizard Skins.**