



CIRCLE Y SADDLES, INC.

1708 N. South Street ★ PO Box 271
Yoakum, TX 77995

Phone: 361-293-3501 ★ Fax: 361-293-7192 ★ Toll Free Fax 877-245-9270

DEALER APPLICATION

Circle Y Saddles, Inc. sells to Wholesale Authorized Dealers and has a strict policy of selling our products through qualified, industry related retailers only. Careful screening of new accounts assures that we sell only to qualified dealers. For questions related to the application process, please contact our accounting department.

Please check which brand(s) and product you are applying for:

CIRCLE Y:

- Saddles & Tack
- Tack & Acc Only
- Other _____

TUCKER TRAIL:

- Saddles & Tack
- Tack & Acc Only
- Other _____

HIGH HORSE:

- Saddles
- Other _____

REINSMAN:

- Saddles & Tack
- Tack & Acc Only
- Other _____

ACCOUNT PROFILE

Billing Name _____ Phone () _____

Billing Address _____ Fax () _____

City, State, Zip _____ Alt Phone () _____

Email Address _____ Web Address _____

Shipping Address (if different from above) _____

Name of Owner(s) _____ Owner(s) SS # _____

Name of Buyer(s) _____ Will you accept back orders Yes No

Contact Person for Accounts Payable _____ Phone () _____

Form of Ownership: Sole Proprietorship Partnership Corporation LLC

Are Owners active in business on a full time basis? Yes No Year Business Established _____

Previous Year Annual Sales _____ Anticipated Annual Sales _____

Resale Tax # _____ **Please attach a copy of your resale certificate for your state**

Is an order attached Yes No Do sales representatives currently call on you? Yes No

Business is: Storefront **Please attach photos of the inside and outside of your retail store**

Non Storefront **Additional information and requirements may be required**

Catalog Only Internet Only Mobile store

Other (explain) _____

Nature of your business _____

Store Hours _____ Store approx. Square Footage _____

What other saddle and tack companies do you currently have wholesale accounts with?

What other brands do you offer for sale?

CREDIT APPLICATION

Credit terms applying for: Net-30 Amount of Credit \$ _____ Credit Card

Credit Card Authorization Visa Master Card Discover American Express

Card Number _____ Expiration Date _____ CVV _____

Credit Card Billing Address _____ Zip _____

Name on Card _____

Authorized Signature _____ Date _____

Bank Reference

Bank _____ Acct # _____

Address _____ City _____ State _____ Zip _____

Phone () _____ Fax () _____ Contact _____

Trade References

Please provide a minimum of three current vendors

1. _____
Firm Name Phone & Fax

_____ Complete Address – Street City State Zip

2. _____
Firm Name Phone & Fax

_____ Complete Address – Street City State Zip

3. _____
Firm Name Phone & Fax

_____ Complete Address – Street City State Zip

Please check any of the following credit references:

- | | | |
|---|---|--|
| <input type="checkbox"/> America's Top Brands | <input type="checkbox"/> Fabtron | <input type="checkbox"/> Partrade |
| <input type="checkbox"/> American Saddlery | <input type="checkbox"/> Hermann Oak Leather Co | <input type="checkbox"/> Professional's Choice |
| <input type="checkbox"/> Bar H Products | <input type="checkbox"/> JT International | <input type="checkbox"/> Toklat Originals |
| <input type="checkbox"/> Big D Products | <input type="checkbox"/> M & F Western | <input type="checkbox"/> Weaver Leather |
| <input type="checkbox"/> EquiBrand | <input type="checkbox"/> Montana Silversmiths | <input type="checkbox"/> _____ |

Credit Agreement

Please read carefully, sign, and date

In exchange and consideration for goods and merchandise sold to me by Circle Y Saddles, Inc., I agree to the following conditions and terms:

- I agree to pay the full amount of all purchases regardless of terms applied and understand all invoices are due and payable based on the date of the invoice and not the receipt of merchandise.
- I understand that a LATE CHARGE of 1½ % per month (18% per annum) will be added starting the 31st day following the date of each invoice if the invoice has not been paid by me.
- I authorize Circle Y Saddles, Inc. to investigate my prior credit history, including consumer credit reports. This is also authorization to release any credit information to Circle Y Saddles, Inc.
- In exchange for Circle Y Saddles, Inc. extending credit to me, for all goods and merchandise invoiced by Circle Y Saddles, Inc. after this date, either at my request or my agents, I hereby personally guarantee unconditionally and irrevocable the prompt and immediate payment of any outstanding amount owed to Circle Y Saddles, Inc. at its offices located in Yoakum, TX, for the sale or delivery of goods and merchandise whatever these amounts are or will be due to Circle Y Saddles, Inc. under open account, contract or otherwise.
- I acknowledge that my liability is primary rather than secondary. I do hereby waive notice of default and/or nonpayment and notice of any modification or further extension of credit to the company to which I hereby consent. In the event my obligations herein are collected by or through a third party, then Circle Y Saddles, Inc. shall be entitled to recover ALL costs of collection, including attorney's fees.
- It is understood and agreed that any credit extended will be on a continuing basis and Circle Y Saddles, Inc., will not be obligated to personally notify the undersigned guarantor of the dates or amounts of such credit. All invoices and statements will be mailed to the "billing address" provided. The undersigned guarantor further waives demand, notice of default and any extension of time for payment or other forbearance by Circle Y Saddles, Inc. The undersigned guarantor also agrees to pay all reasonable costs of collection, in addition to any court costs and/or attorney fees incurred. This Guaranty shall continue in force until notice in writing, sent by registered or certified mail, return receipt requested, is received by Circle Y Saddles, Inc., Yoakum, TX, and Attention: Credit Manager. Said notice is to specify the date on which the Guaranty is to be terminated; said date not to be less than 15 days after the described notice is received.

Owner(s) Signature _____ Date: _____

Owner(s) Signature _____ Date: _____

DEALER POLICIES & CONDITIONS

Authorized Dealerships

In order to be eligible for any Circle Y Saddles, Inc. brand dealership, the following requirements must be met:

- The primary business function of the applicant is the distribution of equestrian related products
- **Saddle** dealerships must be located a satisfactory distance from any existing saddle Authorized Dealer based on demographics as determined by a representative of Circle Y Saddles, Inc.
- A signed and completed Dealer Application, Credit Application, and Policies & Conditions statement must be filed with Circle Y Saddles, Inc.
- Authorized Circle Y, Tucker Trail, High Horse, and Reinsman Equestrian dealerships are expressly established for the distribution of our products to the end consumer. All authorized Circle Y, Tucker Trail, High Horse, and Reinsman Equestrian dealers are expected to promote and display our merchandise as a quality product and sell the product for a fair retail price.

Pricing Conditions & MAPP Guidelines

To protect the value and integrity of our products, Circle Y Saddles, Inc. has instituted a MAPP (Manufacturer's Advertised Pricing Policy) policy for the Circle Y, Tucker, and Reinsman brands and will not sell to dealers who advertise our products, either expressly or by implication, at prices below MAPP. Following are the guiding principles of the MAPP policy:

- All references to price in conjunction with the "Brand" are to be consistent with the suggested Minimum Advertised Price as outlined in the manufacturer's price list
- Advertising applies to all forms of media, including, but not limited to, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, Internet or similar electronic media, TV, radio, and public signage
- Any use of the "Brand" logo, name, or similar trademarked property may not be used in conjunction with any premium, special offer, gift with purchase, or giveaway where the "Brand" is exclusive to such promotion
- These principles are outlined as they apply to advertised prices. The principles do not reflect any policy with respect to the actual selling price of any products. It is our intent to elevate the value of our product while maintaining fair business practices.
- The advertised sale of Circle Y Saddles, Inc. products below the MAPP pricing guideline for applicable brands, or the sale of Circle Y, Tucker Trail, High Horse, and Reinsman Equestrian products in auctions or wholesale sales or to non-authorized Dealers, may result in a termination of shipments and/or this agreement.

Annual surveys show that the national average profit margin made by retailers on saddle sales is around 30% and tack/strap goods and accessories is around 40%-50%. All Circle Y, Tucker Trail, High Horse, and Reinsman Equestrian saddles and accessories have suggested retail prices that meet or exceed these national averages. We would request that our dealers not discount Circle Y, Tucker Trail, High Horse, and Reinsman Equestrian saddles and accessories below the national saddle average of 30%, and tack/strap goods and accessories below the national average of 40-50%.

Territorial Conditions

Circle Y Saddles, Inc. desires that our saddle dealers be granted the opportunity to sell Circle Y, Tucker, and Reinsman Equestrian merchandise without excessive or unfair competition. We desire that our saddle dealers enjoy the benefit of true territorial exclusivity in their representation of our products. Therefore, Authorized Dealers of Circle Y, Tucker Trail, and Reinsman Equestrian saddles may be limited regarding geographic area and/or location of dealerships, to allow for this territorial exclusivity. A representative of Circle Y Saddles, Inc. shall determine territorial distance from any existing saddle dealer.

To drive customers to your store, our websites have a dealer locator feature. Authorized Dealer names, addresses, and contact information will be added to this locator, based upon, but not limited to, current stocking inventory levels, credit standing, and MAPP compliance. This feature is driven by our field sales force, and is not an automatic upload to our websites. Please contact your field sales representative for more information.

Volume Requirements

Saddle Dealerships

Circle Y Saddles, Inc. requires the following to be eligible for saddle dealerships:

- Purchase a minimum of \$10,000 wholesale on the initial order
- Maintain a minimum of six (6) saddles on display to the public
- Purchase a minimum of \$7,500 wholesale, per calendar year, per location

Tack and Accessory Only Dealership

Circle Y Saddles, Inc. requires the following to be eligible for non-saddle dealerships:

- Purchase a minimum of \$1,500 wholesale of tack & Accessories on the initial order
- Maintain \$1,000 wholesale of merchandise on display to the public
- Purchase \$1,000 wholesale merchandise per calendar year, per location

Minimum opening and annual purchase requirements may vary based on demographics

Advertising

Circle Y Saddles, Inc. prohibits the use of any Circle Y, Tucker, High Horse, and Reinsman Equestrian logo, trademark, slogan or company brand name in any advertising by any Authorized Dealer unless written authorization to do so is granted. Circle Y Saddles, Inc. restricts any Authorized Dealer from publishing sale prices below MAPP pricing.

Products

All current saddles, tack, and other accessories listed in the current price list(s) and/or catalogs are available for ordering provided it is a current stock number. Notification of closeout merchandise and price changes may be forwarded periodically.

A “**special**” is defined as any specific item not found in a current price list or catalog. Circle Y Saddles, Inc. will make every effort to accommodate the Authorized Dealer in satisfying their customer's special needs or requests. Pricing for “specials” will be determined at time of ordering. Specials are custom items and are not cancelable or returnable.

Shipping

Authorized Dealer orders will be shipped as quickly as possible. Products may ship from multiple warehouses. Merchandise will be placed on back order unless otherwise requested. All back orders less than \$100 will be cancelled. Additional shipping and handling fees may apply for drop ships and/or 3rd party billing.

Returns & Credits

Saddles or other merchandise purchased from Circle Y Saddles, Inc. may be returned within 14 days from the invoice date if you have determined for any reason that you are not satisfied with the merchandise. A Return Authorization (RA) number must be requested from customer service before an item is returned. This RA number should be printed on the outside of all cartons being returned and referenced on all correspondence regarding the return of merchandise.

Credit for the cost of merchandise will be awarded under the following conditions:

- All returned goods must arrive in NEW condition and be able to be sold again as a NEW merchandise, and may be subject to a 15% restocking fee
- Credit for merchandise that is not returned in NEW condition, as determined by the management of Circle Y Saddles, Inc., will be assessed a minimum 15% restocking fee and a maximum restocking fee per the value of discount required to re-sell merchandise, as determined by the management of Circle Y Saddles, Inc.
- Shipping, handling, and drop ship charges will not be credited
- Custom/Special items are NOT returnable
- Merchandise must be returned through Authorized Dealers
- Claims and credits for shortages must be made within 3 days of receipt of merchandise

Policies & Conditions Agreement

The policies and conditions stated in this agreement are constructed for the purpose of providing a fair and equitable opportunity for all Authorized Dealers to achieve the highest level of success in selling Circle Y Saddles, Inc. products and are subject to change as deemed appropriate by Circle Y Saddles, Inc. Circle Y Saddles, Inc. also reserves the right to cease relations with any Authorized Dealer upon the determination of, but not limited to, the dealer's failure to comply with these policies and conditions.

Please sign below indicating that you have read the dealer Policies and Conditions:

Store Name _____ Date _____

Name _____ Signature _____

Name _____ Signature _____