

Dealer Application SCUBA GEAR ** HUGHCO SALES COMPANY

dealerinfo@hughco.com 3690 SW 52nd Terrace, Ocala, FL 34474 800-269-9833 fax 352-861-1543

I (we) the undersigned is applying to become a Hughco Sales Company ("Hughco") dealer for all products manufactured, and/or sold by Hughco. Product brands may include AMER-SEA®, DURA PRO™, other brands, and non-branded items.

Dealer Applicant: _____ Yrs in Business: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: (_____) _____ Fax: (_____) _____

E-mail: _____

Web Site: _____

Federal Tax # _____ State Resale Tax # _____

Principal/Owner #1: _____ Res. Phone (____) _____

Res. Address: _____

City _____ State _____ Zip _____

Principal/Owner #2: _____ Res. Phone (____) _____

Res. Address: _____

City _____ State _____ Zip _____

Payment for purchases may payable to either Hughco or Amer-Sea Scuba. I (or, "we" hereafter referred to as "I") agree, unless otherwise agreed to in writing, to pay for all purchases in full prior to shipment via Master Card or Visa credit card (issued in USA), or COD by special arrangement.

I shall immediately pay a \$25 fee each time a payment is refused or returned unpaid by bank or credit card processor for any reason whatsoever. I agree Hughco may refuse to sell product to us for any reason. I agree to waive any and all damages, which may be incurred by denial of accepting COD terms, delivery or refusal to deliver products. ALL GOODS REMAIN the PROPERTY OF Hughco UNTIL PAID IN FULL.

I agree and understand products purchased from Hughco may be trademarked and/or patented and I agree to respect the intellectual property rights thereof, and use the said proprietary goods and marks only for the sale and marketing of said products. I agree if I use any such mark or product in any publication, I shall allow Hughco to review said use before publication for our mutual benefit so that only accurate information is publicly disseminated.

In the event of legal action between the parties, by way of example, breach of contract or collection on account, I agree to jurisdiction within the appropriate Court, venue within the COUNTY OF MARION, STATE OF FLORIDA. Failure of Hughco to seek any remedy for breach shall not be construed as a waiver of the right to do so in the future. The term of this agreement shall commence upon acceptance by Hughco and continue in full force and effect for a period of two (2) years after the last delivery of product to me (us).

I certify that I am trained to service and repair items purchased by us, or I will only have trained technicians to service and repair said items. I will always maintain liability insurance in force satisfactory to our SCUBA Training Agency. I will provide current sales tax permits and reseller certificates to Hughco.

I jointly and severally guarantee the obligations to Hughco created by this agreement. I agree facsimile "FAX" signatures have the same legal stature as an original signature.

Guarantor: _____

Print name: _____ Date _____

Guarantor: _____

Print name: _____ Date _____