

**Dealer Confidential Credit Application & MAP Agreement**

**GENERAL INFORMATION:**

1. Firm or Business Name: \_\_\_\_\_
2. Doing Business AS (DBA): \_\_\_\_\_
3. Street Address: \_\_\_\_\_
4. Billing Address: \_\_\_\_\_
5. City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_
6. Telephone ( ) \_\_\_\_\_ 7. Fax ( ) \_\_\_\_\_
7. Valid Seller permit number \_\_\_\_\_
8. E-Mail Address: \_\_\_\_\_
9. Accounts Payable Contact Name: \_\_\_\_\_
10. Years in Business \_\_\_\_\_ 12. Federal Tax Number: \_\_\_\_\_
13. Type of Business: \_\_\_ Sole Proprietorship \_\_\_ Corporation  
                                  \_\_\_ Partnership                   \_\_\_ Subsidiary
14. Year Business Established: \_\_\_\_\_ 15. At Present Location Since? \_\_\_\_\_

**Vendor Data Sheet & Application**

**CREDIT REFERENCES: (Please provide three)**

1. Company Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_  
How Long Have You Been Doing Business With This Company? \_\_\_\_\_
2. Company Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_  
How Long Have You Been Doing Business With This Company? \_\_\_\_\_
3. Company Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_  
How Long Have You Been Doing Business With This Company? \_\_\_\_\_

**AUTHORIZATION FOR RELEASE OF INFORMATION:**

**I hereby warrant that the above information is true and correct. I hereby agree that D&A Guitar Gear may contact the references provided above to secure the information they need to establish a business relationship.**

<b>Name</b>	<b>Title</b>
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**Minimum Advertised Price (MAP) Policy: Effective September 1, 2015**

D&A Guitar Gear has earned an industry-wide reputation as a leading designer & manufacturer of high quality guitar accessories. The D&A Guitar Gear Minimum Advertised Price Policy (MAP Policy), is designed to help preserve D&A Guitar Gear's high-quality image among its core end-users and to guarantee our customers receive the service and support they need while continuing to encourage authorized D&A Guitar Gear resellers (Resellers) to advertise and promote D&A Guitar Gear products. D&A Guitar Gear recognizes that Resellers have the right to advertise and sell any D&A Guitar Gear product at any price they choose, without consulting or advising D&A Guitar Gear. However, D&A Guitar Gear, at its sole discretion, reserves the right to discontinue doing business (including restricting future orders or suspending an account) with any reseller that advertises any product(s) having a "MAP" (as indicated on D&A Guitar Gear Reseller price sheets)(MAP Product(s)) at a price lower than the stated MAP. D&A Guitar Gear products that do not have a MAP may be advertised at a price to be determined solely by the Reseller. This MAP Policy will be enforced by D&A Guitar Gear in its sole and unilateral discretion, and without notice. No agreement to any term of this MAP Policy is being sought, and D&A Guitar Gear will not provide prior notice or issue warnings before taking any action under this MAP Policy. No complaint or other communications from any Reseller with respect to advertising or other matters concerning any other Reseller is sought or will be considered.

**Details:**

Definition of Advertising. "Advertising" as used in this MAP Policy, includes all outbound Reseller marketing communications on new D&A Guitar Gear products sold with new product warranties. Examples include, but are not limited to: display & classified print media ads, direct mail, catalogs/flyers/cards, coupons, inserts, radio & TV ads; web site ads or web site listings, CD-ROMs; broadcast faxes, outdoor signage, social media sites, applications, or any other electronic media, etc. Activities and materials not considered "advertising" include: telephone calls and written responses (by letter, fax or by non-public electronic mail), requests-for-proposal and/or requests for quotation, on premises or in-store advertising. Websites. On Reseller's website, installing a quick-response "E-mail for best price," "Call for best price," "Add to cart/basket for best price," or similar language adjacent to a MAP Price, list price or no price, which transmits an online price request, or activates an automated reply with a price lower than the MAP, or any other automated price quote transmission feature which does not include personal contact between the customer and a sales/service professional, is a violation of this MAP Policy. However, a "Call for more information" statement alongside a MAP is permissible.

Bundling. The advertisement of a MAP Product with other D&A Guitar Gear products (whether or not a MAP Product), or with products from other brands, for a single, combined price (a "Bundle"). will violate this MAP Policy when the effective or stated price of the Bundle represents a discount of greater than 15% of the combined MAP Products, or the effective or stated discount is greater than 15% of the highest priced item in the Bundle, unless approved in writing by D&A Guitar Gear. Similarly, advertisement of gift cards, coupons, points, or other incentives contingent on the purchase of a D&A Guitar Gear MAP Product will violate this MAP Policy when the effective or stated price of the D&A Guitar Gear MAP products represents a discount of greater than 15% of the MAP.

Changes. D&A Guitar Gear reserves the right to modify or suspend this MAP Policy, or adjust MAP Pricing, with respect to some or all D&A Guitar Gear products, including in connection with one-off promotions or rebates, at any time by notifying all Resellers of such change. However, no D&A Guitar Gear employee or representative has any authority to vary the terms of this MAP Policy or to discuss or negotiate the terms hereof or any pricing or advertising issues.

Acknowledged as Received this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_ :

Signature of Authorized Party (as stated above) \_\_\_\_\_