APPLICATION FOR NEW ACCOUNT

Date _____

Legal Name of Business _____

DBA (if different) _____

Federal Tax I.D. Number _____Sales Tax Certificate_____

Street Address _____ Billing Address _____

_____ _____

_____ _____

Phone Number _____ Fax Number _____

Buyer/Contact (Primary):_____

Additional Authorized Buyers: 1._____ 2:_____

Accounts Payable Contact, Phone Number, E-mail:_____

Type of Business: Corporation ( ) Partnership ( ) Proprietorship ( ) Other ( ) **D&B No.** _____

Year & State Incorporated/Established: _____ Present Ownership Since: _____

Number of Employees - This Location: _____ Description of Business: _____

Please Check Type of Account: COD _____ Prepaid _____ *
***If using a Credit Card, please fill out enclosed credit card authorization form and return via mail or fax**

USA Sports Sales Representative _____

(Internal Use Only: Ver-Met.) _____

OFFICERS AND/OR OWNERS

1) Name _____ Title _____
Home Address _____ SS# _____
City _____ State _____ Zip _____

2) Name _____ Title _____
Home Address _____ SS# _____
City _____ State _____ Zip _____

The undersigned agrees unconditionally to make full payment to USA Sports, LLC, (d/b/a USA Sports) without deduction or set-off of any kind, for purchases of USA Sports products in accordance with the terms set forth in invoice(s) prepared by to USA Sports. We agree to notify USA Sports in writing within thirty (30) days after invoice date (or within such period of time, if any which may be specified in any invoice) of any and all claims for discounts, price adjustments, allowances or other credits of any nature. Outstanding balances are subject to 1.5% per month interest. It is also understood that we will pay any and all collection costs in collecting delinquent or defaulted payments, including but not limited to agency and attorney fees and costs of witnesses, including travel expenses.

We agree that any credits which we are or may become eligible to receive from USA Sports are not convertible to cash and will only be applied by USA Sports against the purchase price of USA Sports products or set-off by USA Sports against any of our obligations to USA Sports,. In connection with any purchase of USA Sports, products by us, we agree to be bound by and comply with the current USA Sports Terms and Conditions of Sale applicable to such products (as such terms and conditions appear on USA Sports' invoices and acknowledgements), unless otherwise agreed in writing by USA Sports. All contrary or additional terms included in our purchase order or otherwise proposed by us are excluded. In addition, in connection with any electronic data interchange communications between us and USA Sports, we agree to comply with and be bound by USA Sports' current terms for electronic data interchange transactions, unless otherwise agreed in writing by USA Sports. We acknowledge that USA Sports Terms and Conditions of Sale and (if applicable) Electronic Data Interchange Terms have been supplied to us.

We hereby grant USA Sports a purchase money security interest in merchandise hereafter sold to us by USA Sports to secure the payment of the invoice thereof and all costs of collection. We also grant USA Sports a security interest in all merchandise hereafter purchased from USA Sports, all receivables now existing or hereafter arising from the sale of such merchandise and all proceed for the foregoing to secure all indebtedness now existing or hereafter owing by us to USA Sports. We authorize USA Sports to file, in its discretion, such financing statements as may be appropriate to perfect such security interest and agree that USA Sports may execute any such financing statement as the undersigned's attorney-in-fact. A default shall exist in the event of our failure to pay any indebtedness to USA Sports when due. Credit privileges may be withdrawn at any time without invalidating the terms of this agreement.

We (a) certify that any goods purchased are for resale purposes and that we hold a valid tax resale certificate

#_____ issued under the Sales Tax Law of the State of _____, (b) will forthwith furnish to USA Sports a copy of such certificates, and (c) agree to indemnify USA Sports and hold it harmless from and against liability for payment of any and all taxes, penalties, other claims, costs or expenses that are made against or are incurred by USA Sports if we use or consume any goods purchased from USA Sports in such a manner as to render the sales by USA Sports subject to tax. We acknowledge that products purchased from USA Sports shall be finished or unfinished tangible personal property, flexible packaging materials, or miscellaneous materials or equipment.

We agree that any transactions or agreements between us and USA Sports shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, without regard to principles of conflict of law. We further agree in USA Sports'' discretion to the non-exclusive jurisdiction of the courts of Pennsylvania, State or Federal, to decide any dispute or controversy arising between us and USA Sports.

*** **Please include a copy of your resale certificate with application** ****

Company Name_____

Signature of officer/owner_____ Title_____

Printed Name_____ Date_____

USA Sports, LLC

P.O. Box 460

Clarks Summit, PA 18411-0460