



APPLICATION FOR CREDIT

Legal Name of Business
DBA (if different)
Federal Tax I.D. Number
Street Address
Buyer/Contact:
Billing Address
Phone Number
Fax Number
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:
Amount of Credit Desired:
Estimated Annual Purchases

OFFICERS AND/OR OWNERS

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

MAJOR TRADE REFERENCES

1) Company Name Phone No.
Street Address Fax No.
City State Zip
Contact Title
2) Company Name Phone No.
Street Address Fax No.
City State Zip
Contact Title
3) Company Name Phone No.
Street Address Fax No.
City State Zip
Contact Title

BANK REFERENCE

1) Bank Name Phone No.
Street Address Fax No.
City State Zip
Contact Title
Checking Acct. No. Loan Acct. No.
2) Bank Name Phone No.
Street Address Fax No.
City State Zip
Contact Title
Checking Acct. No. Loan Acct. No.

Financial Data

_____ FISCAL YEAR END ANNUAL REPORT OR COMPLETE FINANCIAL STATEMENTS ATTACHED;

*DATED ____/____/____

_____ CURRENT INTERIM STATEMENTS ATTACHED; *DATED ____/____/____

*(THIS MAY BE MAILED DIRECTLY TO USA SPORTS, LLC

ATTN: CREDIT MANAGER, P.O. Box 460, Clarks Summit, PA 18411-0460)

CONTACT FOR FUTURE RECEIPT OF FINANCIAL DATA _____
TITLE _____

We make this agreement and application for credit in writing intending that USA Sports, LLC (d/b/a USA Sports) should rely upon it for the purpose of our obtaining products from USA Sports on credit. We certify that all of the information provided is correct and authorize USA Sports to contact these references to facilitate their extension of credit. We hereby authorize the bank(s) listed herein and any business credit reporting agency to release and/or verify orally or in writing to USA Sports any information given in this document and to disclose any information that may bear upon the undersigned's creditworthiness. We agree to notify USA Sports of any changes in our business or ownership at least 15 days prior to such change by sending notice to USA Sports, LLC, P.O. Box 460, Clarks Summit, PA 18411-0460 Attn: Credit Manager. We agree to promptly provide such additional financial information, including annual and periodic financial statements, as USA Sports shall reasonably require at any time.

The undersigned agrees unconditionally to make full payment to 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 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.

Company Name _____
Company Address _____

Signed _____ Title _____
Printed Name _____ Date _____

USA Sports, LLC
P.O. Box 460
Clarks Summit, PA 18411-0460



Banks and Savings & Loan Companies require a signed release to obtain credit information. In order to expedite your application, please complete this release form.

Name of Bank _____

Or

Savings & Loan Co. _____

Account # _____

Address: _____

City: _____ State: _____ ZIP: _____

I (We) hereby request you to release to USA Sports LLC information regarding my (our) account.

Signature (s): _____

Phone: (570) 543-4819 Toll Free: 1-877-444-4USA (4872) Fax: (570) 543-4829

Email: debbiew@usasports.net

P.O. Box 460, Clarks Summit, PA 18411-0460 Physical address: Rear 701 N Keyser Ave, Scranton, PA 18504



Personal Guarantee Agreement

I _____ Residing at _____
Guarantor's Name Home Address

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, including, without limitation, the extension of credit to _____, the undersigned unconditionally and irrevocably guarantees and promises to pay USA Sports, LLC all of the obligations and unpaid invoices, plus interest (1 ½% per month), collection fees and legal fees to USA Sports, LLC under the Agreement. The indebtedness under this guarantee to be a separate obligation of the undersigned to USA Sports, LLC, independent of the indebtedness of _____.

I hereby waive notices of default and non-payment, and expressly waive the right to a jury trial and consent to all renewals and modifications of credit extensions to USA Sports, LLC.

Date: _____

Signature: _____

Title: _____