



Acct. No. _____

Territory Manager _____

ACCOUNT APPLICATION

Thank you for your interest in First Tactical, LLC.® products. We ask that you please complete the applicable sections of this Account Application according to the instructions below. Once completed, please send this in to:

First Tactical, LLC
Attn: Customer Service Department
4335 North Star Way
Modesto, CA 95356

Telephone: 209-566-7800
Fax: 209-593-2344

Completed applications are accepted via fax, but please forward the original to First Tactical, LLC. by mail.

A. CONTACT INFORMATION

The following sections are required for all account types:

Company Name City of Powder Springs Police Dept. D.B.A. _____
Billing Address PO Box 46 City Powder Springs State GA Zip 30127
Shipping Address 1114 Richard D. Sailors Pkwy. City Powder Springs State GA Zip 30127
Main Store Phone (770) 943-1616

Who to contact on Accounts Payable issues? Finance Dept. Phone (770) 943-1666
Fax (_____) _____ Email Address _____
Buyer's Name _____ Phone (_____) _____
Fax (_____) _____
Email Address _____

Please let us know where to send the following information. Please one notification method.

Order Confirmation

Contact Name Dwayne Prosser Email dprosser@cityofpowdersprings.org Fax 770-943-8027

Shipping Notification:

Contact Name _____ Email _____ Fax _____

Monthly Account Statement:

Contact Name _____ Email _____ Fax _____

Invoice:

Contact Name _____ Email _____ Fax _____

Seller's Permit #(Resale, Sales, or Use Tax) _____ Federal Tax # 58-6005266

Website Address: cityofpowdersprings.org

Confidential

Requested Credit Limit \$ _____

A copy of your reseller certificate for each requested ship-to state must be attached to your application

The following section is not required for government agencies:

Business Owner's Name _____ Phone (_____) _____

Owner's Address _____ City _____ State _____ Zip _____

If subsidiary, Parent Company _____

Name of Financial Administrator/Officer? _____ Phone (_____) _____

Fax (_____) _____ Email Address _____

B. BUSINESS AND OPERATIONAL INFORMATION [NOTE: CASH OR PRE-PAY CUSTOMERS MAY SKIP TO ITEM "E"]

The following sections are required for all account types:

Form of business entity (check one):

Corporation: _____

Limited Liability Company (a.k.a. "LLC"): _____

Sole Proprietorship: _____

General Partnership: _____

Government Agency: _____

Other (please identify): _____

How long in business? _____ Years Current Owners? _____ Years This location? _____ Years

Annual Sales \$ _____ Fiscal Year Ends _____

Has business or owners declared bankruptcy or compromised any debts in the last seven years? _____ Type? _____

Branch stores where First Tactical, LLC. products are to be sold (if more than two, please attach separate list):

Street Address: _____ Street Address: _____

City/State/Zip: _____ City/State/Zip: _____

C. BANKING INFORMATION

Not required for government agencies.

Bank Name _____ Officer _____

Phone (_____) _____ Fax (_____) _____

Address _____ City _____ State _____ Zip _____

Account # _____ Loan : Yes _____ No _____

D. TRADE REFERENCES

Not required for government agencies.

We require a minimum of **four** trade credit references with which you do business.

	COMPANY	ADDRESS	CITY	STATE	ZIP	ACCT #
1.	_____	_____	_____	_____	_____	_____
			Phone _____			
	Fax _____		Email _____			
2.	_____	_____	_____	_____	_____	_____
			Phone _____			

Confidential

Fax _____ Email _____

3. _____ Phone _____

Fax _____ Email _____

4. _____ Phone _____

Fax _____ Email _____

E. ACCEPTANCE

By signing below, the undersigned represents that he or she is an authorized signatory or principal of the dealer identified below and agrees that the undersigned dealer will be bound by the provisions of this Account Application, including without limitation the attached Terms and Conditions and, if applicable, the Personal Guaranty, both of which are incorporated herein by reference in their entirety.

By Dealer:

Legal Name of Business: _____

Fictitious Business Name (if applicable): _____

Print Name of Authorized Signatory: _____

Signature: _____

Title: _____

Date: _____

PERSONAL GUARANTY

In consideration of credit terms issued to _____
(legal name of dealer)

doing business as _____
(fictitious business name (a.k.a. "DBA") if different from legal name)

hereinafter designated "Debtor", the undersigned, hereinafter designated as "Guarantor(s)", hereby gives this continuing guaranty to First Tactical, LLC. hereinafter designated "Creditor", for the payment in full of all merchandise purchased and owing at the present time or that may hereafter become due of owing by Debtor from the date of execution of this guaranty and further agrees that if said bills are not paid when due, the undersigned will pay the same upon notice and demand. The undersigned Guarantor(s) specifically agrees that this guaranty includes guaranty on all checks of any kind presented to Creditor against Debtor's account whether or not such checks are honored by the drawer's bank.

It is specifically understood and agreed that Creditor shall not be required to exhaust its legal remedies and collection against Debtor before looking to Guarantor(s) for payment of this account, but the Creditor may at once notify the Guarantor(s), and upon receipt of such notice that the said account is past due and unpaid, the undersigned assumes liability therefore and agrees to pay the same without delay or defalcation.

The Guarantor(s) attests that he/she/they have a real interest or consideration in the business affairs of the above Debtor and by virtue of such interests willingly executes this guaranty. Guarantor waives all rights of indemnity of the principal obligor.

Guarantor(s) further authorizes Creditor, its bank, lending sources, or agents to conduct credit inquiries to other banks, credit reporting agencies, or other organizations to determine the credit worthiness of said Guarantor(s). This guaranty shall inure to the benefit of all assigns or successors of Creditor.

The amount of liability under this guaranty shall not be more than the entire unpaid account balance owed by Debtor to Creditor, whether past due or not, plus all additional late fees, attorney fees, court fees, collection agency fees, travel expenses, etc., all of which Guarantor hereby guarantees. For the purposes of this guaranty, Guarantor(s) shall be deemed to have been notified upon written notice to Debtor's last known address that the account balance is past due.

The failure of Creditor to exercise its rights under this guaranty due to one or more defaults on the part of Debtor shall not constitute a waiver of its right to enforce this guaranty for any subsequent default or defaults.

Executed at (city) _____, (state) _____
this _____ day of _____, 20 _____.

Must be accompanied with a photocopy of the Guarantor's valid government-issued photo ID (e.g., driver's license, ID card, or passport).

Guarantor Signature:	Co-Guarantor Signature:
Guarantor Name (Please Print):	Co-Guarantor Name (Please Print):
Address:	Address:
City, State, Zip:	City, State, Zip:
Social Security Number:	Social Security Number:
Driver License Number:	Driver License Number:

TERMS AND CONDITIONS

1. Products and Pricing. First Tactical, LLC. will make available for sale to the dealer identified in the Account Application, to which these Terms and Conditions are attached and incorporated therein ("Dealer") the products at the prices identified in the price list provided by First Tactical, LLC. (the "Price List"), upon the terms and subject to the discounts otherwise provided herein (together with the Account Application, the "Agreement"). First Tactical, LLC. may, at its sole discretion, and without incurring any liability to Dealer, change the features of, or discontinue the manufacture, license, or sale of any of its products. The prices of products will be subject to change from time to time and First Tactical, LLC. will provide Dealer with written notice 30 days in advance of the effective date of any increase in any price in the Price List; provided, however, that First Tactical, LLC. may decrease a price without notice. Price changes will apply to corresponding products that are ordered by Dealer on or after the effective date of a price change.
2. Payment Terms; Minimum Volume.
 - a. The terms of Dealer's payment for products will be net 30, i.e., payments must be received no later than 30 days after the date of an invoice. Any late payments will accrue interest at the rate of 1.5% per month.
3. Bulk-Purchase Discount: First Tactical, LLC. may confer a discount in an amount to be determined by First Tactical, LLC. in its sole discretion to orders that shipped directly from the factory or in 40' shipping containers from a First Tactical, LLC. warehouse.
4. Drop Shipments. First Tactical, LLC. offers complimentary drop-ship service for embellished orders; provided, however, all orders will incur a \$5.00 service charge. This fee is subject to change during the term of this Agreement without prior notice.
5. Small Orders. First Tactical, LLC. will accept orders less than \$300.00 for a \$15.00 service charge.
6. Bid Protocol/Bid Approvals. During the term of this Agreement, Dealer agrees not to submit any bids for government contracts without First Tactical, LLC's prior written consent and Dealer's adherence from First Tactical, LLC's bid-related policies as in effect from time to time. Violation of this policy may result in termination of this Agreement, as determined by First Tactical, LLC's sole discretion.
7. Warranty and Returns. First Tactical, LLC. will use its commercially-reasonable efforts to insure that the products will be free of defects in material and workmanship for a period of one year. Excluded from this warranty are defects directly or indirectly caused by actions or inactions of Dealer or defects that are directly or indirectly related to normal wear and tear, misuse, abuse, or neglect, changes, alterations, and/or anything other than defects in material or workmanship. The foregoing warranty is for the sole and exclusive benefit of Dealer, and does not extend to any third parties, including without limitation any resellers or end users. Dealer acknowledges that, before returning any products to First Tactical, LLC. for warranty inspection, Dealer will need to obtain a return authorization number and ship such products, freight prepaid and insured, to First Tactical, LLC. along with the return authorization number. In the event that First Tactical, LLC. determines that such product does not conform to its specifications, First Tactical, LLC. will have the right to repair or replace the product or issue Dealer a refund or credit for the product, as determined by First Tactical, LLC. in its sole discretion.
8. Disclaimer and Waiver. ALL SALES ARE FINAL. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 7, PRODUCTS ARE PROVIDED ON AN "AS-IS" BASIS WITHOUT ANY WARRANTY, AND FIRST TACTICAL, LLC. EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, AND STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, AND FITNESS FOR A PARTICULAR PURPOSE. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS SHALL NOT APPLY TO THIS AGREEMENT.
9. Limitation of Liability. EXCEPT FOR A BREACH OF SECTION 11, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES, EVEN IF ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES, AND NEITHER PARTY'S LIABILITY UNDER THIS AGREEMENT WILL EXCEED THE AMOUNTS PAID AND OWED BY DEALER FOR PRODUCTS HEREUNDER.
10. Resale of First Tactical, LLC. Products. Dealer is prohibited from acting as a distributor of products, re-selling any products other than to end users, and/or exporting any products outside of the United States without the prior written consent of First Tactical, LLC., which may be granted or withheld in First Tactical, LLC's sole discretion.
11. Trademarks and Other Intellectual Property.
 - a. During the term of this Agreement and subject to the terms of this Agreement, First Tactical, LLC. hereby grants to Dealer a revocable, non-exclusive, non-transferable license (without the right to grant sublicenses) to use the trademarks, trade names, and other marketing names used by First Tactical, LLC. for its products (collectively, the "Marks") and/or any copyrighted images of First Tactical, LLC. solely: (i) on or with the products, including the packaging, advertising, marketing, and other materials associated therewith; (ii) in connection with the development of Internet websites featuring the products (subject to the restrictions set forth in this Agreement); and (iii) in full accordance with all guidelines, policies, and instructions as may be promulgated from time to time by First Tactical, LLC. The license granted by the preceding sentence will not survive the termination of this Agreement.

b. Dealer acknowledges and agrees that First Tactical, LLC. owns and retains all right, title, and interest in and to the Marks, and that all of Dealer's use of the Marks inures to the benefit of First Tactical, LLC.. Dealer agrees to do nothing that (a) is inconsistent with First Tactical, LLC's ownership of the Marks, or (b) negatively impacts or affects the goodwill associated with First Tactical, LLC. or the Marks, as may be determined by First Tactical, LLC. in its sole discretion. Nothing in this Agreement gives Dealer any right, title, or interest in or to the Marks, other than the right to use the Marks in accordance with the terms of this license. Dealer will not attempt to register any of the Marks and Dealer recognizes the great value of the goodwill associated with the Marks, and agrees that preliminary injunctive relief would be appropriate to restrain any unauthorized use of the Marks.

c. Dealer will not do business under, or operate any websites that incorporate, any name or designation containing a Mark without First Tactical, LLC's prior written permission. In addition, Dealer shall comply with the terms of the Domain Name Policy set forth on Exhibit A attached hereto and incorporated herein.

d. Dealer may have access to and become acquainted with First Tactical, LLC's confidential and proprietary information including, but not limited to, information concerning customers and accounts, pricing, personnel, sales, marketing, financial operations and methods, designs, and trade secrets (collectively "Proprietary Information"). Except with the prior written consent of First Tactical, LLC. Dealer will not disclose any of First Tactical, LLC's. Proprietary Information directly or indirectly, or use it in any way, and will further make all reasonably necessary efforts to safeguard from disclosure any of First Tactical, LLC's proprietary Information during the term of this Agreement and thereafter.

e. It shall be a material breach of this Application if Dealer sells or passes off counterfeit First Tactical, LLC. products. In addition, Dealer shall be obligated to inform First Tactical, LLC. promptly if it is aware of the sale or passing off of counterfeit First Tactical, LLC. products by any third party.

12. Delivery and Title. Delivery to Dealer will occur, and title will pass to Dealer, either (i) EXW (Incoterms 2010) at First Tactical, LLC's facility (if shipped from a First Tactical, LLC. warehouse) or (ii) EXW (Incoterms 2010) at manufacturer's facility (if shipped directly from the manufacturer) and, upon such delivery, Dealer will be responsible for and bear the entire risk of loss or damage to the products (including any insurance charges) thereafter. Dealer hereby grants to First Tactical, LLC. a purchase money security interest in the products and any proceeds Dealer receives from sales thereof until payment of the full purchase price to First Tactical, LLC. Dealer agrees to perform all acts First Tactical, LLC. reasonably deems necessary or appropriate to perfect and maintain such security interest. In the event of default by Dealer of any of its obligations to First Tactical, LLC., First Tactical, LLC. will have the rights, without liability to Dealer, to repossess the products sold hereunder.

13. Relationship of Parties. Each party will be deemed to be an independent contractor with regard to the other party. Dealer is neither the sales agent nor sales representative of First Tactical, LLC. and has no authority or right to bind First Tactical, LLC. to any obligations with third parties.

14. Term and Termination.

a. The initial term of this Agreement will commence as of the Effective Date and will continue until December 31 of the year of the Effective Date, unless terminated prior to such date in accordance with the terms of this Agreement. Thereafter, this Agreement will automatically renew for successive one-year periods, commencing on January 1 and terminating on December 31 of each year, provided that (i) Dealer is not in breach of its obligations under this Agreement and (ii) the Agreement has not previously been terminated in accordance with the terms hereof, or until a new contract intended to supersede and replace this Agreement is executed by both parties. For purposes of this Agreement, the "term" of this Agreement will include both the initial period, as well as any successive periods. Either party may provide written notice to the other party of its desire not to have this Agreement automatically renew and, if so, this Agreement will not renew if such notice is provided at least 30 days prior to the end of the then-current one-year period.

b. Either party may terminate this Agreement immediately without cause upon written notice. Upon any termination, Dealer agrees to (i) cease holding itself out to the public as a reseller of First Tactical, LLC's products; (ii) transfer to First Tactical, LLC. all advertising material related to products in its possession; (iii) pay immediately for any purchases from First Tactical, LLC. made prior to such termination; and (iv) if requested by First Tactical, LLC. sell to First Tactical, LLC., or a party designated by First Tactical, LLC. all products in Dealer's inventory that are in saleable condition at the cost thereof to Dealer, plus any customs duty, excise taxes, and freight paid by the Dealer. Notwithstanding any termination or expiration of this Agreement, Sections 7 et seq. will survive, in addition to any other provisions that might otherwise be expressly identified in this Agreement, including the Personal Guaranty.

15. Integration; Amendment. This Agreement, together with the exhibits hereto, each of which is expressly incorporated herein by reference, constitutes the entire agreement between the parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. The terms of this Agreement will govern in the event of any conflict with the terms of any related agreement; provided, however, that First Tactical, LLC. and Dealer may enter into a Dealer Agreement or similar agreement, in which case the terms of such agreement shall prevail in the event of any inconsistencies with this Agreement. Any amendment or waiver of any terms must be made in writing and signed by both parties; provided, however, that First Tactical, LLC. may modify terms of this Agreement and/or adopt certain policies from time to time that may apply to Dealer and Dealer's acceptance of such terms shall be established by Dealer's subsequent submission of a purchase order to First Tactical, LLC.

16. Place of Contracting; Choice of Law; Dispute Resolution; Language. Should any action be brought to enforce the terms of this Agreement, the courts of the State of California will have sole jurisdiction over any such disputes or litigation and the parties hereby consent to such

jurisdiction and waive any objections thereto. This Agreement will be governed by and construed under the laws of the State of California, irrespective of such state's choice-of-law principles. Any violation of Section 11 (Trademarks and Other Intellectual Property) of this Agreement would cause irreparable injury to First Tactical, LLC. First Tactical, LLC. may, in addition to any other rights under this Agreement, seek specific performance of Section 11 and injunctive relief in any court of competent jurisdiction against any violation of Section 11. Any proceeding relating to a dispute involving this Agreement shall be conducted in English.

17. Recovery of Fees. In the event of a dispute regarding the non-payment or collection of the price for products purchased under this Agreement, the non-prevailing party shall pay the other party's reasonable attorneys' fees and other costs and expenses in such amount as a court, mediator, or arbitrator shall determine.