

**Mighty Paintball**  
Dealer Application Form

Legal Business Name Name: \_\_\_\_\_

Parent Company Name (if any): \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Website: \_\_\_\_\_

Years in Business \_\_\_\_\_ Number of Employees: \_\_\_\_\_

Business Type: Business is:  Sole Proprietorship  Partnership  Corporation

Federal Tax ID# \_\_\_\_\_

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p a i n t b a l l

Name of Owner/President: \_\_\_\_\_

SS#: \_\_\_\_\_

Home Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_ Zip: \_\_\_\_\_

Home Phone: (\_\_\_\_\_) \_\_\_\_\_

Name of other partners/officers: \_\_\_\_\_

SS#: \_\_\_\_\_

Home Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_ Zip: \_\_\_\_\_

Home Phone: (\_\_\_\_\_) \_\_\_\_\_

**BANK INFORMATION**

Name of Bank: \_\_\_\_\_

Account #: \_\_\_\_\_

Bank Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Tel: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Contact: \_\_\_\_\_

**LIST AT LEAS TWO BUSINESS TRADE REFERENCE**

Name: \_\_\_\_\_

Contact: \_\_\_\_\_

Tel: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

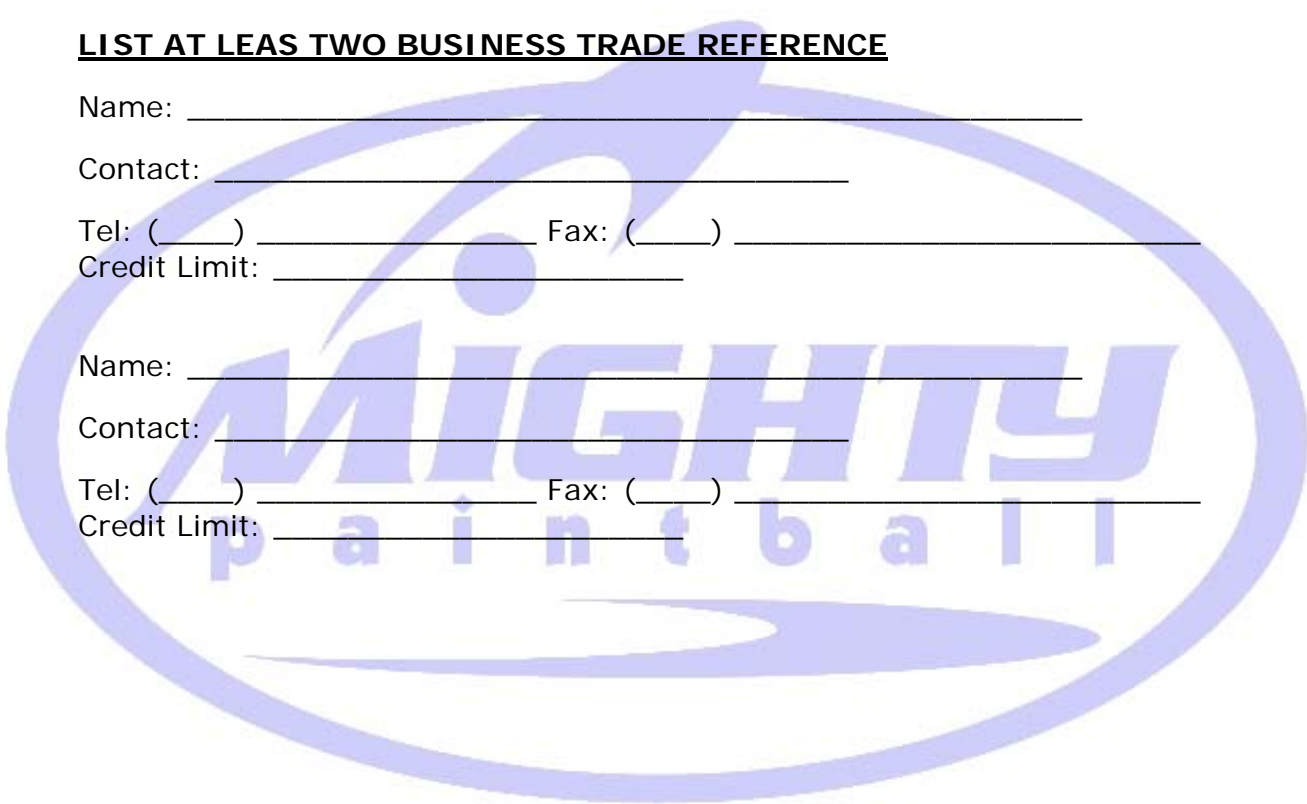
Credit Limit: \_\_\_\_\_

Name: \_\_\_\_\_

Contact: \_\_\_\_\_

Tel: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Credit Limit: \_\_\_\_\_



## **AGREEMENT (Mighty Paintball shall be referred to as MP)**

1. All products remain the property of MP until they are paid in full. MP has the right to recover merchandise sold as payment on returned checks for insufficient funds, stop payment, or failure to submit payment on a delinquent account.
2. All checks returned to MP for any reason will be subject to a \$50.00 returned check fee. Any company that has a check returned to MP for insufficient funds more than twice will be permanently removed from MP distributor list.
3. Applicant agrees that he/she shall pay the entire invoice price according to the terms and failure to pay shall entitle MP to add a 1.5% service charge per month on the unpaid balance. Under no circumstances shall interest exceed lawful rate. MP's acceptance of partial or delinquent payments or failure of MP to exercise any right or remedy shall not be a waiver of any obligation of applicant or right of MP, nor constitute a modification of this agreement, nor constitute a waiver of any other similar default subsequently occurring.
4. Applicant understands and agrees that in the event any warranty or representation is false or is believed in good faith by MP to be false; any covenant or agreement is violated; or MP in good faith deems itself insecure (because prospect of payment is impaired or the prospect of performance of any covenant or agreement is impaired), MP, in addition to any remedies provided by law or this agreement, and to the extent provided by the law, may declare that a default has occurred.
5. Should applicant default in the payment of its outstanding account or should default be declared pursuant to any of the provisions of paragraph 4, then MP shall be entitled to incur expenses for the costs of collection, which amount shall be added to the unpaid balance of applicant's account and shall be due and owing to MP.
6. Applicant agrees to pay any collection costs incurred to collect the account balance, including court costs, certain fees and attorney fees. MP, in addition and in its sole discretion, may retain an attorney to collect applicant's delinquent and unpaid account and any expenses incurred attempting to collect said account. Said amounts of attorney's fees, expenses and costs shall be added to the unpaid balance of applicant's account and shall be due and owing from applicant to MP.
7. Applicant will execute any additional agreements, assignments or documents that may be deemed necessary or advisable by MP to effectuate the purpose(s) of this agreement. Applicant will, if any present endorser, surety or guarantor dies, pay all of the applicant's then outstanding indebtedness or substitute and endorser. The provisions of this agreement

are hereby made applicable to and shall ensure to the benefit of MP's successors and assigns and binds applicant heirs, legatees, devisees, administrators, executors, successors and assignees.

8. MP will not be held responsible for any lawsuits brought on by any improper or unsafe use of any paintball products purchased from MP. Check with federal, state, and local law enforcement officials regarding any laws prohibiting the use of paintball products in your locality.

9. Applicant verifies that any and all information, now or hereafter, supplied to MP is true and correct and further agrees to the terms of sales as indicated. Applicant will promptly notify MP of any changes in chief place of business or mailing address.

10. By executing and submitting this credit application, applicant and any guarantor(s) agree to and do submit to the jurisdiction of the courts of the State of North Carolina regarding any disputes arising out of this application or goods sold to applicant. Applicant and any guarantor(s) further expressly waive any objection to personal or subject matter jurisdiction of the courts of the State of North Carolina and expressly agree North Carolina law shall govern the relationship of the parties. By signing this agreement, applicant authorizes MP to obtain any and all credit history as deemed necessary.

If partnership, all parties need to sign. If Corporation, both President and Secretary must sign.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Title: \_\_\_\_\_

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Please send your Dealer Application Form to

Mighty Paintball Division  
MYTI Sports - a VSTRA company  
3360 Smith Farm Road  
Matthews, NC 28104, USA

Tel: 1-704-644-3717 Fax: 1-440-971-9909

Email: [mighty@mightypaintball.com](mailto:mighty@mightypaintball.com)

Website [www.MightyPaintball.com](http://www.MightyPaintball.com)