



## **2011 MINIMUM ADVERTISING PRICING POLICY**

**Badlands has long recognized the need for wholesalers and retailers to provide superior customer services and promotion of its line of products. Accordingly, in an effort to foster and maintain a uniform image of superior quality, stimulate product support and promotional efforts, and facilitate national advertising, effective July 1, 2009, it will be the unilateral policy of Badlands to announce minimum advertised prices for selected Badlands products which may be advertised as part of Badlands co-op advertising program. Badlands list of selected products may change periodically, and the minimum advertising price for those products will remain in effect until further notice.**

**Badlands has determined that advertised prices below Badlands minimum advertised price will damage the superior image of those products and Badlands marketing efforts. Advertised prices consist of, but are not limited to, television or radio ads, magazine ads or inserts, printed in-store flyers, catalogs, newspapers, or prices published on the internet. Consequently, Badlands will not supply product where the product is advertised below suggested minimum advertised prices nor will Badlands pay advertising claims to retailers who advertise below the suggested minimum advertised price. Any retailer engaging in deceptive advertising practices will be considered to have violated the program. Badlands reserves the right to take any further action as necessary to preserve the integrity of this program.**

**A retailer is free to offer other incentives to consumers in association with MAP items as long as the MAP item is advertised at its established MAP retail or above.**

**Neither Badlands employees nor contracted representatives are permitted to discuss or in any way influence the pricing policies of its retailers. Activities related to this policy are limited to distributing this policy and informing the retailer of the current list of selected products and Badlands minimum advertised prices under its co-op advertising program. Retailers must make independent decisions regarding pricing. Badlands will exercise its own independent judgment in deciding whom it will supply with product under this program. Badlands reserves the right to exercise its unilateral discretion to stop shipment to any customer in violation of this MAP policy.**

**Questions related to this policy should be referred to Badlands headquarters in West Jordan, UT at 800-269-1875.**



8100 S 1300 W Suite D West Jordan UT 84088

801.256.9100 FAX # 801.256.9998

CREDIT DEPARTMENT

# Dealer Application

Office use only

IMPORTANT: (Please fill out completely and sign)

NAME: \_\_\_\_\_ PHONE: ( ) \_\_\_\_\_

ADDRESS: \_\_\_\_\_ FAX #: ( ) \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE \_\_\_\_\_

Invoice Address (if different) \_\_\_\_\_

Subsidiary/Division of another company? \_\_\_\_\_ If so under what name? \_\_\_\_\_

Nature of Business: \_\_\_\_\_ Date Established \_\_\_\_\_

DUNS#: \_\_\_\_\_ Email Address: \_\_\_\_\_

Organization: Proprietorship \_\_\_\_\_ Partnership \_\_\_\_\_ Corporation \_\_\_\_\_ LLC \_\_\_\_\_ Other \_\_\_\_\_

Principle Officers/Owners: \_\_\_\_\_ / \_\_\_\_\_

A/P Contact \_\_\_\_\_ Phone Number/Fax Number \_\_\_\_\_ / \_\_\_\_\_

**TRADE REFERENCES: Please furnish street address, telephone and fax numbers.**

1. NAME \_\_\_\_\_ Phone ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

2. NAME \_\_\_\_\_ Phone ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

3. NAME \_\_\_\_\_ Phone ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

Signature (Required) \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

Application Must be signed by an officer of the company or authorized employee.  
ATTACH BUSINESS CARD IF AVAILABLE

## APPLICATION FOR CREDIT

Approx. High Credit Requested: \$ \_\_\_\_\_ Approx. Initial Order \$ \_\_\_\_\_

**BANK CONNECTIONS:**

1. BANK NAME/ADDRESS \_\_\_\_\_

Phone ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_ Account # \_\_\_\_\_

2. BANK NAME/ADDRESS \_\_\_\_\_

Phone ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_ Account # \_\_\_\_\_

**\* I HEREBY AUTHORIZE MY BANK TO RELEASE CREDIT INFORMATION**

In the event this account is placed in the hands of an attorney for collection or suit instituted to collect same or any portion thereof, I and/or we agree and promise to pay attorney's fees and expenses (including inside counsel fees and expenses) spent in the collection of the balance then due and owing (or as otherwise allowed under state law). Outstanding balances not received within agreed upon terms could be subject to a late fee of 1-1/2% per month or the maximum amount as allowed by law.

Signature (Required) \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

Application must be signed by an officer of the company or an authorized employee  
ATTACH BUSINESS CARD IF AVAILABLE