



4725 Walnut St.
Boulder, Co.
80301 USA
p. 303.544.4000
f. 303.544.5155

Dear Spyder/Cloudveil Customer:

Thank you for placing an order with Spyder and/or Cloudveil. In order to update your credit file and establish a line of credit in these current economic conditions we are requesting you provide the following information and complete the attached documents.

- 1.) Financial Statements – Please attach a copy of your firm’s latest financial statements (balance sheet and income statement.)
- 2.) Credit Application – To be completed and signed by the owner, partner, or an officer of the company.
- 3.) Personal Guarantee – If your firm is incorporated, we do require the personal endorsements of the principals of the corporation. Required fields are as follows:
 - a. type or print the names of the corporate officers on the first line.
 - b. the corporate name on the second line.
 - c. the corporate address on the third line.
 - d. sign and date on the fourth line.
 - e. the signors should not include their corporate titles as part of their signatures, and the guarantee must be notarized to be valid.

Should you have any questions regarding these requests please do not hesitate to call me at 303-544-4054. Thank you in advance for your immediate attention to this matter. We look forward to working with you soon.

In order to expedite your order please confidentially **fax** copies to: **303-544-5155**

Please mail original documents to: **Spyder Active Sports, Inc. OR
Cloudveil Mountain Works
Attn: Jeff Page
4725 Walnut Street
Boulder, CO 80301**

Sincerely,

Jeff Page
Credit Manager



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CREDIT APPLICATION

Section 1 **Spyder Retailer** **Cloudveil Retailer** **Both**

Firm Name (retailer) _____ Phone _____ Fax _____

Full Billing Address - Is this a ship to address? Yes No

Ship to Address (Please attach separate sheet if needed)

Whom should we contact regarding credit matters? Title Phone E-mail Fax

Corporation <input type="checkbox"/>	Sole Proprietorship <input type="checkbox"/>	Partnership <input type="checkbox"/>		
Principals/owners	Birth Date	Title	Home Address	Telephone
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Section 2
Your most recent year end financial statement (balance sheet and profit and loss statement) must be enclosed

Check box and sign below if information in sections 3 - 4 hasn't changed in the last year.

Section 3

References: Names of those from whom you purchase on open account. Give at least three.

Name _____	Address _____	Phone/Fax _____
Name _____	Address _____	Phone/Fax _____
Name _____	Address _____	Phone/Fax _____

Bank References: Name _____	Account Number(s) _____	Phone _____
Branch office address _____	Contact/Account Mgr. _____	Operating line of credit _____

Section 4 How long in business? At present location? # of store locations?

Have you or principals/owners gone through bankruptcy or compromised a debt in the last 7 years?

Percentage of Sales: Accessories ___% Apparel ___% Equipment ___% Footwear ___%

Sales:
 \$499,999 and under \$500,000 - \$999,999 \$1,000,000 - \$1,499,999
 \$1,500,000 - \$2,999,999 \$3,000,000 - \$4,999,999 \$5,000,000 and over

Are you currently part of a Buying Group? If yes, with whom?

Section 5

Personal Guarantee required for privately held corporations - See Attached.

Section 6

For the purpose of obtaining merchandise on credit from Spyder Active Sports, Inc. or Cloudveil Mountain Works, a division of Spyder Active Sports, Inc., hereinafter referred to as Spyder, Retailer provides the above information (including an attached balance sheet and profit and loss statement) and warrants to Spyder that the information is complete, true and accurately reflects the present financial condition of the Retailer.

Upon acceptance of this application by Spyder, Retailer agrees to make payments in accordance with the schedule and amounts set forth in the invoices and price lists provided by Spyder, Retailer understands that any price discounts allowed by Spyder are conditioned upon timely payment in accordance with Spyder's invoices, and Retailer agrees to pay the full undiscounted price for any merchandise as to which full and timely payment is not made in accordance with the invoice terms. Retailer agrees to pay interest on payments past due at the rate of eighteen (18) percent per annum (or the highest interest allowable under applicable state law, whichever is less) and, in case it becomes necessary for Spyder to retain the services of an attorney to assist in the collection of any amounts past due, to pay Spyder's reasonable attorney's fees. The interpretation and enforcement of this agreement shall be governed by the laws of the State of Colorado.

Authorized Signature, Title _____ Print Name _____ Date _____



**CONTINUING PERSONAL GUARANTEE
TO
SPYDER ACTIVE SPORTS, INC.**

I/We, _____, who are Shareholders/General Partners of _____ doing business as _____ doing business at _____ hereinafter referred to as **COMPANY**, give our guarantee as hereinafter set forth to **SPYDER ACTIVE SPORTS, INC**, which includes Cloudveil Mountain Works, a division of Spyder Active Sports, Inc., 4725 Walnut Street, Boulder, Colorado 80301, hereinafter referred to as **SPYDER**, as creditor of the **COMPANY**.

WHEREAS, the undersigned, who are Shareholders/General Partners of the **COMPANY**, believe it is their best interest and in the best interests of the **COMPANY** to guarantee the present and future indebtedness of the **COMPANY** to **SPYDER**.

NOW, THEREFORE, it is agreed as follows:

1. OBLIGATION. The undersigned hereby jointly and severally guarantee to **SPYDER** the payment to it of all monies which shall at any time and in any manner be due to it for the **COMPANY**, whether heretofore or hereafter incurred. In the event the **COMPANY** fails to pay any amount due to **SPYDER** within thirty (30) days after due, we and each of us will at all times stand good to said **SPYDER** for, and pay to it upon demand, any and all indebtedness of the **COMPANY** whenever the same may become due to **SPYDER**, however and whenever, heretofore or hereafter, contracted, incurred or evidenced. This instrument is intended to cover any indebtedness or liability to **SPYDER** presently owing or hereinafter incurred by the **COMPANY** or any extension thereof.

2. REPRESENTATIONS BY THE UNDERSIGNED. The undersigned jointly and severally represent that, at the time of the execution and delivery of this Guarantee, nothing exists to impair the effectiveness of the liability of the undersigned to **SPYDER** hereunder of the immediate effectiveness of this Guarantee as the sole agreement between the undersigned and **SPYDER** with respect to guaranteeing the **COMPANY'S** obligations to **SPYDER**. Guarantor waives all rights of indemnity of the principal obligor.

3. REMEDIES. **SPYDER** may, at it's option, proceed in the first instance against the undersigned, jointly and severally, to collect any obligation covered by this Guarantee, without first proceeding against the **COMPANY**, or any other person, firm or corporation, and without first resorting to any property at any time held by **SPYDER** as collateral security.

The undersigned Guarantors further agree to pay all reasonable and customary attorneys fees and court costs of **SPYDER** in enforcing this Guarantee through legal process, together with interest on the principal balance of not less than 1 1/2% per month for each month payment is overdue.

4. MODIFICATION. The whole of this Guarantee is set forth herein, there being no verbal or other written agreement, and no understanding or custom affecting the terms hereof. This Guarantee can be modified only by a written instrument signed by the parties hereto.

5. BENEFIT. This Guarantee is binding jointly and severally upon the undersigned and their legal representatives, and shall inure to the benefit of **SPYDER**, its successors and assigns.

6. CHOICE OF LAW. This Guarantee is made and delivered in the State of Colorado, and shall be construed pursuant to the laws of such State.

7. REVOCATION. Revocation of this Guarantee must be submitted, by the original signatories, in writing by certified mail return receipt requested.

IN WITNESS WHEREOF, the undersigned as Guarantors, have signed this Agreement this ____ day of _____, 20 ____.

State of _____, County of _____
 Signed before me on this _____ day of _____,
 by _____
 Notary Public _____ Signature

(Stamp or Seal)

 Type or Print Name

 Corporate Name

 Corporate Address

 Signature _____ Date _____