



AUTHORIZED BOTE RENTAL REQUIREMENTS

Thank you for your interest in becoming a BOTE® RENTAL. We are pleased to extend the opportunity for your business to establish a rental account with BOTE, LLC, DBA BOTE® Paddleboards and BOTE Boards. We would like to offer you the opportunity to be listed on our website as part of our Rental Locations. In-order for us to offer this, we ask a few items from you:

New Rental Application Checklist:

- ┆ Rental Program Application
- ┆ Signed Terms & Conditions
- ┆ Tax Resale Certificate
- ┆ Business Location Pictures

Forward Completed Application to:

Fax to: 850.270.2521

Or

Scan and Email to: support@boteboard.com

Or Mail to:

BOTE Boards
36468 Emerald Coast Pkwy
Suite 11-102
Destin, FL 32541
ATTN: National Sales Dept

Tax Resale Certificate

We are required by law to obtain and file resale certificate annually from all of our wholesale customers. If the information is not sent for each state that the product is shipped to, sales tax will be applied to all invoices.

Rental Local Pictures (for website listing)

Applicants must submit at least 2 photographs consisting of exterior and interior views of the "rental location" being applied. The photographs will insure that the applicant's business location is suitable to become listed on boteboard.com as an Authorized Rental Location. The photographs will be examined by a BOTE representative. If photographs are unavailable please contact BOTE® for other arrangements.

Geographic Location

All applications are subject to a rental/dealer proximity arrangement that will be determined by the discretion of a BOTE representative.



TERMS & CONDITIONS OF SALE

These General Terms & Conditions of Sale ("Terms & Conditions") govern an Authorized BOTE Rental's rights, restrictions and obligations with respect to advertising, display and resale of the BOTE Paddleboard goods/product.

Authorized Rental Qualifications

An Authorized BOTE Rental is an entity which has been qualified and approved to rent BOTE products by a BOTE representative. Account approval or renewal is based on various factors including proximity to other Authorized BOTE Rentals Dealers, type of rental outlet, distinct customer base, performance, projected rental volume, and numerous aspects of its physical location. Unless preauthorized in writing, Authorized rentals must maintain a brick & mortar store with regular hours of operation accessible by the public. To maintain status as an -authorized BOTE Rental, you must order a minimum of \$3,000 annually. The designation as an Authorized BOTE Rental is non-transferable and pertains only to the business, not any one individual. An Authorized BOTE Dealer shall maintain an active tax resale permit for all states in which it sells product and provide BOTE Paddleboard with copies of each. Authorized Rentals which purchase \$4,000 annually may be listed on boteboard.com under the page [here](#).

Purchase Orders and Order Acceptance

"Seller" and "Dealer" shall mean, respectively, BOTE Paddleboards and the individual or entity for whose account a Purchase Order has been placed with the Seller. "Purchase Orders" shall mean an oral or written offer to purchase products sold by Seller submitted by Dealer or on its behalf. All Purchase Orders are subject to the acceptance of Seller. Acceptance will be deemed to occur only upon execution by Seller of an invoice or other specific written confirmation of sale in respect of the Purchase Order in question. Purchase Orders may be made by emailing them to sales@boteboard.com, faxing to (850) 270. 2521 or calling us at (850) 424.5010. BOTE Paddleboards reserves the right to discontinue servicing any accounts that do not abide by these Terms and Conditions. BOTE Paddleboards does business on a purchase order basis and this relationship can be terminated at will for any reason, any time by either party without notice.

Payment Terms & Late Fees

All first orders must be purchased by credit card (Visa, MasterCard, or Discover), COD, or cash-in advance. Note, all credit card payments will incur a 2% processing fee. Subsequent orders may be made on terms after returning a completed credit application and obtaining approval from a BOTE representative. If approved, the terms of payment here under are net cash thirty (30) days from the date of the invoice without deduction or setoff of any kind other than qualifying freight discounts. Quantity discounts are not eligible on past due invoices. Product will not be shipped to any past due accounts. For any past due invoices, Dealer will be charged a delinquency and service fee of one and a half percent (1½ %) per month on amounts due to Seller computed for each twenty-four (24) period during which payment remains in arrears. Any bounced checks are subject to a \$50 processing fee due to BOTE Paddleboards and any other fees due to third-party servicers. Dealer shall pay, or reimburse BOTE for, any and all costs and expenses incurred by BOTE in the collection of any amounts due hereunder, including, without limitation, the costs of any court proceedings or arbitration and attorney's fees. These terms shall be constructed and enforced pursuant to the law of the State of Florida, USA.

Advertising, Marketing Materials & Trademarks

"BOTE" is a U.S. registered trademark ("Trademark"). BOTE shall grant BOTE Dealer a limited, nonexclusive, nontransferable license to use the Trademark while the account is active as determined by BOTE Paddleboards in its sole and absolute discretion. BOTE Paddleboards retains ownership of the Trademark and all benefits from use of the Trademark by BOTE Dealer, including the goodwill associated therewith, shall inure to the exclusive benefit of BOTE Paddleboards. BOTE Dealer shall not, at any time, adopt or use without BOTE prior written consent, any word or mark which is likely to be similar or confusing with the Trademark. Only BOTE Paddleboard marketing materials, which includes, but is not limited to copy, print, brand statements, Advertisements, licensed materials or web product images and logos, ("Marketing Materials") may be used for displaying, advertising or marketing BOTE Paddleboard products. The term "Advertisements" shall mean all BOTE Paddleboard-approved materials that promote or advertise BOTE's goods, including (without limitation) advertisements, news releases, brochures, pamphlets, videos, web pages, signs, tags, labels, packaging, contracts, letterhead, invoices and manuals. BOTE's Trademark will not be used in any marketing materials or campaigns (paid keywords, newspaper ads, etc.) without the express written consent of BOTE Paddleboards. When using the Trademark, BOTE Dealer shall comply substantially with all laws pertaining to trademarks or service marks in force at any time, including without limitation, requirements related to marking.

Initial _____



Shipping & Freight Discounts

BOTE Paddleboards uses LTL Freight services. All freight expenses will be shipped on BOTE Paddleboards' account. For other service providers, exceptions or expedited service, please call. All other orders are F.O.B Destin, FL,USA. Seller will ship products as promptly as possible in accordance with the shipment date requested in the Purchase Order. All orders must be shipped to a single location. Under certain circumstances, BOTE Paddleboards will drop-ship for Dealers. Unless previously authorized, all drop-ship orders must be approved by BOTE and **ALL** drop ship orders will be charged a **\$109.50 HANDLING FEE** per order in addition to standard freight charge. Title passes at point of shipment. All claims should be submitted directly to the freight carrier. BOTE only ships with LTL carriers that have adequate insurance to cover any damages that may be incurred.

E-Commerce / Online Sales

Without the preauthorized written consent from BOTE, Authorized Rental is not allowed to advertise BOTE products for sale on third-party e-commerce websites, internet forums, discount websites, comparison shopping websites, price comparison websites or online auction sites including, but not limited to e-Bay, Amazon, Craigslist, Shopzilla, and Nextag. "BOTE" is a U.S. registered trademark, Seller may not use "BOTE" or similar misspellings in "paid keyword campaigns" to solicit sales without the express written consent of BOTE Paddleboards. Each website selling BOTE's products must be specifically approved in writing prior to the sale of BOTE Products on such website.

Resale / Transfer of Goods

Authorized Rentals may resell BOTE's products only to end consumer/users AFTER the rental season has ended and are not allowed to resale or compete with Authorized BOTE Dealers. Authorized Rentals may not resell, transfer or distribute BOTE products to distributors or wholesalers unless preauthorized in writing by Seller. BOTE Rentals may not sell BOTE products at flea markets. Important: Resale of BOTE Paddleboard products without written approval at any location or on any website is strictly prohibited, and may result in termination of this Agreement.

BOTE PADDLEBOARDS SHALL BE HELD HARMLESS AND UNDERNO CIRCUMSTANCES, INCLUDING ANY INFRINGEMENT CLAIMS, SHALL BOTE BE LIABLE TO AUTHORIZED BOTE DEALER, AUTHORIZED BOTE RENTAL OR ANY OTHER PARTY FOR ANY REPROCUREMENT COSTS, LOST REVENUE OR PROFITS OR FOR ANY OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM THIS AGREEMENT, ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT OR ANY MATTER RELATING TO THIS AGREEMENT, EVEN IF BOTE PADDLEBOARDS HAS BEEN INFORMED OF SUCH POTENTIAL LOSS OR DAMAGE.

Backorders

If BOTE Paddleboards cannot completely fill an order, the out-of stock items will be placed on backorder and shipped when next available. If the more than half the order cannot ship due to backorders, the entire order will be held until it can be shipped complete. The Dealer will not be charged for the back-ordered items until they ship and any freight discounts applicable to the original order will also apply to the backordered items

Shortage/Damaged Items

In case any shortage or damage is detected, notify at once the delivering Transportation Agent and file a claim promptly. Any delay may cause you a loss. Our responsibility for delivery of goods ends when we have a signed bill of lading by our local transportation agent. We cannot honor shortage claims beyond 10 days of delivery.

Returns

BOTE Products may not be returned without prior authorization from a BOTE representative and after obtaining a Return Material Authorization number (RMA #). Freight charges shall be pre-paid and borne by Dealer.

Product Specifications

BOTE Paddleboards constantly strives to improve its products and, therefore, reserves the right to change product specifications without notice. BOTE Paddleboards is not obligated to replace, modify or change any products previously sold nor is it required to send products with the exact same specifications on each order even when ordering multiple quantities of the same item. BOTE Dealer shall not make any additional warranties or representations with regards to BOTE products. BOTE Dealer shall not apply any license or logo to any BOTE Paddleboards products for resale without the express written consent of BOTE Paddleboards.

Performance

In the event BOTE Paddleboard does not insist on a strict performance of any of the Terms and Conditions of this Agreement, such shall not be deemed a waiver of the rights or remedies that BOTE Paddleboards shall have to insist upon strict performance of any such Terms or Conditions in the future or any other Terms and Conditions of this Agreement. BOTE Paddleboards reserves the right to update and revise these Terms and Conditions at any time. This Agreement shall be construed in accordance with the laws of the State of Florida. Venue for any action based upon a violation or enforcement of any term herein shall be in Okaloosa County, Florida.

Initial _____



APPLICATION FOR AUTHORIZED RENTAL PROGRAM

NAME & ADDRESS				
Legal Company Name (Please Type or Print):			DBA:	
Mailing Address:		Billing Address (if different from Mailing):		
City:	State:	Zip Code:	D&B No:	D&B Rating:
Phone:	Purchasing Contact:			
Fax:	Phone:			
Company Email:	Email:			
	Accounts Payable Contact:			
				Phone:
				Email:

COMPANY PROFILE:			
No. Years In Business:	Annual Sales:	No. Employees	No. Locations
Organization: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> LLC			Date Business Established:
<input type="checkbox"/> Branch <input type="checkbox"/> Division <input type="checkbox"/> Subsidiary of:	Name:	City, State:	
Officers/Principles	Owner:	President/CEO:	CFO:
	Hm Add:	Hm Add:	Hm Add:
	Hm Phone:	Hm Phone:	Hm Phone:
<input type="checkbox"/> Taxable <input type="checkbox"/> Tax Exempt	Resale No.	Tax ID Number:	
Customer Classification (if other than rental)	<input type="checkbox"/> Retailer <input type="checkbox"/> Major Corporation	<input type="checkbox"/> Distributor <input type="checkbox"/> Government	<input type="checkbox"/> Other
Primary Channel of Trade:	<input type="checkbox"/> Outdoor <input type="checkbox"/> Surf	<input type="checkbox"/> Boat/Watercraft <input type="checkbox"/> Fishing	<input type="checkbox"/> Skate <input type="checkbox"/> Rental

TRADE REFERENCES: (IF APPLICABLE)				
COMPANY NAME	ADDRESS	CONTACT	PHONE NO.	FAX NO.

Authorized Signature _____

