



BMS Motorsports Inc.

Dealer Application (2016.8.11)

Dealer Initials _____ 1

Business Info

Name of Business:		Sales Volume Last Year:	
Shipping Address:		Loading Dock <input type="checkbox"/> Forklift <input type="checkbox"/> Lift Gate Required: <input type="checkbox"/>	
City:	State:		Country:
Billing Address:			
City:	State:	Zip:	Country:
Phone:	Fax:		Email:
Website:		Business Hours:	
Business Type: Sole Proprietor <input type="checkbox"/> LLC <input type="checkbox"/> Corporation <input type="checkbox"/>		Corp State:	Fed Tax ID:
Business Model: New Vehicles <input type="checkbox"/> Used Vehicles <input type="checkbox"/> Service Center <input type="checkbox"/>		DMV License #:	

Name of Owners, Partners, Major Shareholders, Officers

Name	Title	Home Address	City/State/Zip	Phone

Major Industry Trade References

1	Name:	Contact:	Account #:	
	Address:	City:	State:	Zip:
	Phone:	Terms:		
2	Name:	Contact:	Account #:	
	Address:	City:	State:	Zip:
	Phone:	Terms:		
3	Name:	Contact:	Account #:	
	Address:	City:	State:	Zip:
	Phone:	Terms:		

Bank Information

Bank Name	Contact	Phone	Account #
1)			
2)			

BMS Motorsports, Inc. 18689 Arenth Ave, City of Industry, CA, 91748

• Phone: 626-810-8877 • Fax: 626-810-2288 • Email: becomedealer@bmsmotor.com • www.bmsmotor.com



BMS Motorsports Inc.

Dealer Application (2016.8.11)

Dealer Initials _____ 2

3)			

The following are the current policies and procedures set forth by BMS Motorsports. BMS Motorsports reserves the right to alter, or modify any of its policies without prior notice. Please take the time to read over all policies listed in this packet, and sign in the space provided.

If you have any questions, please contact our office at (626) 810-8877.

I. BMS PURCHASE POLICY

A. All orders must be prepaid. Checks must clear before product(s) are picked up or shipped out.

B. Dealer / Buyer should check with local Department of Motor Vehicles for regulations in your area.

C. Dealer / Buyer should understand and follow “BMS dealer policy” at www.bmsmotor.com

If some condition(s) do not fit your situation, you should discuss with BMS prior to your dealership.

D. Dealer / Buyer should read and understand all manuals / safety information and be able to fully explain this to customers.

E. Dealer / Buyer must not allow under-aged persons to use BMS products and should follow the guidelines as set forth by the CPSC (Consumer Product Safety Commission). Visit www.cpsc.gov for more info.

F. WARRANTY POLICY - Dealer / Buyer must be able to handle the assembly, maintenance, and repairs for your customer.

- Dealer / Buyer should follow BMS warranty regulation (see www.bmsmotor.com for warranty info.)

- Dealer / Buyer should not ask for reimbursement on labor expenses for warranty service from BMS, unless, the wrong product(s) or parts were sent. Financial compensation shall be discussed between both parties if this occurs.

G. SHIPPING POLICY

-BMS is not a shipping company. We cannot guarantee delivery schedules.

-BMS is not responsible for shipping delays, any damages occurred during shipping, any extra cost requested by the customer, or any cancellation cost.

H. BMS DEALER ZONING AGREEMENT - I understand that in order to maintain this agreement, unless stated otherwise in a separate agreement, I must meet a minimum purchase of two units per month. I understand that this minimum purchase agreement is for any vehicles currently offered by BMS Motorsports. - I understand that it is my responsibility to verify the distance between myself, and any other authorized BMS dealership that may or may not be located within the specified zone location.

- In the event that another dealership opens within the 10 mile radius set forth by BMS Motorsports and attempts to sell or promote any BMS products, it is my responsibility as an authorized dealer to notify BMS, and allow sufficient time for BMS to resolve the situation.

- I acknowledge that it would be impossible for BMS to track every dealership and their location in relation to mine, and therefore, I will not hold BMS Motorsports liable for any losses or damages I may incur as a result of

BMS Motorsports, Inc. 18689 Arenth Ave, City of Industry, CA, 91748

• Phone: 626-810-8877 • Fax: 626-810-2288 • Email: becomedealer@bmsmotor.com • www.bmsmotor.com



BMS Motorsports Inc.

Dealer Application (2016.8.11)

Dealer Initials _____ 3

competition by another dealership that has opened in my established Zone location. I understand this zoning agreement only assures that BMS Motorsports will not establish any other authorized dealerships within the zone specified in this agreement.

- I acknowledge that BMS Motorsports reserves the right to cancel this agreement at any time if I fail to comply with the terms and conditions set forth in this agreement by BMS Motorsports.

I. No refunds and No exchanges are allowed. Refunds, if issued, are to the dealer only & not to end user.

II. New Dealer Policy

It is in the best interest of BMS, as well as our existing dealerships, to continue to limit the number of authorized dealers to only legitimate establishments in the business of selling powersport vehicles and accessories. Therefore, unless stated otherwise in a separate agreement, all new dealers are required to purchase a minimum of 3 units of any model carried by BMS Motorsports before the said dealers are eligible to become authorized BMS dealerships .

BMS Motorsports reserves the right to cancel any account found in violation of the company policies set forth in this dealer agreement.

III. Purchasing

- All orders must be prepaid. All checks and transactions must be cleared with our bank prior to any product leaving our warehouse.

- BMS accepts the following forms of payment:

- Wire Transfer
- Cashier's check or Money order
- Company Check (Check must clear before Product can ship)
- Cash
- Credit Card (Credit Card Authorization Form must be completed prior to order processing)

- If purchaser is paying by credit card, purchaser is required to complete the BMS Motorsports Credit Card Authorization Form prior to any Credit Card transactions.

- If a credit card transaction is to exceed a total of \$1,000.00, buyer must complete the BMS Motorsports High Dollar Credit Card Authorization form before any transactions can be completed.

- Prior to purchasing buyer should research any applicable state, county or local laws and regulations regarding the purchasing and selling of any motorized vehicles in your area. BMS Motorsports is in no way required to provide this information to any prospective dealer.

- No refunds or exchanges are allowed (In some cases, BMS may refund the dealer's purchase price only minus shipping fees and restocking fee. Dealer's profit and other expenses incurred are not the responsibility of BMS.

BMS Motorsports, Inc. 18689 Arenth Ave, City of Industry, CA, 91748

● Phone: 626-810-8877 ● Fax: 626-810-2288 ● Email: becomedealer@bmsmotor.com ● www.bmsmotor.com



BMS Motorsports Inc.

Dealer Application (2016.8.11)

Dealer Initials _____ 4

- BMS Motorsports requires a purchase minimum of 2 units a month. Failure to meet this requirement may subject the dealership to cancellation.

IV. After Sale Service

- Dealership must have the capability to provide complete customer service assembly, sales, after sale service, repairs and parts service. All initial assembly, as well as repairs and vehicle diagnosis, must be completed by a professionally trained technician or mechanic.
- Dealership must follow all warranty policies and procedures set forth by the BMS Motorsports - Factory Limited Warranty. This warranty fully explains the procedures necessary to acquire warranty parts, purchase parts, warranty limitations and restrictions for all bikes, as well as, the duration and exclusions. This warranty is included in this dealer packet. This must be readily available to all consumers or see www.bmsmotor.com and click "Warranty Information".
- Dealer must follow the BMS warranty policy, not dealer's own policy.
- Engines should be returned to BMS, if it malfunctions during warranty period.
- Labor compensation will only apply if the dealer pays the full dealer regular price and not a discount or sales price on any BMS product. Labor compensation will be void if a dealer purchases any product(s) with a discount or sales price.
- Dealer has the responsibility to provide repair services to all BMS Motorsports customers, regardless of whether the unit requiring repair was purchased through your dealership.
- It is the responsibility of the dealer to handle all parts orders and warranty claims for end consumers. At no time should a dealer refer an end user to the distributor (BMS) for any type of service.

See the "HANDLING OF WARRANTY CLAIMS" section in our BMS Limited Warranty information on our web-site <http://www.bmsmotor.com/warranty/> for more details

V. Dealer Preparation and Delivery of New Vehicles

- All dealers are required to perform a Pre-Delivery Inspection (PDI) as described in the Consumer Motor Vehicle Delivery Preparation and Inspection Form for every new unit received. It is extremely important to complete a proper initial setup for each vehicle. Preparation must be completed by a professionally trained technician. This will insure a long and problem free life for the vehicle.
- All BMS Motorsports dealers must complete a Consumer Motor Vehicle Delivery Preparation and Inspection Form for every new unit assembled. If this is not completed and submitted to BMS, all warranty coverage for that unit will be voided.
- Dealers should always fully explain the functions and operation of every vehicle you sell during the delivery of a new vehicle.
- Dealer must always get the initials of the customer accepting delivery of a vehicle on the BMS Consumer Motor Vehicle Delivery Preparation and Inspection Form. This confirms that you (the dealer) have completely

BMS Motorsports, Inc. 18689 Arenth Ave, City of Industry, CA, 91748

• Phone: 626-810-8877 • Fax: 626-810-2288 • Email: becomedealer@bmsmotor.com • www.bmsmotor.com



BMS Motorsports Inc.

Dealer Application (2016.8.11)

Dealer Initials _____ 5

gone over the vehicle with the customer present, and confirms their satisfaction with the condition of the vehicle upon delivery.

See the “COVERAGE AND LIMITATIONS” section of the BMS Limited Warranty for more details. And you can see all of detail warranty information & policies in [www . bmsmotor.com](http://www.bmsmotor.com) and click “ Warranty Information”.

VI. Shipping and Return Policy

BMS Motorsports can not make any guarantee as to when your shipment will arrive at your location. The shipping company is responsible for the promptness of delivery.

See the “SHIPPING POLICY” section in the BMS Limited Warranty for more details We generally do not allow for returns or refunds, but in case a product does get returned, BMS will charge for 20 % RESTOCKING FEE + Shipping per product.

VII. Zoning Policy

The BMS zoning policy is to be arranged between the Dealer, and the sales representative assigned to them. Details of this agreement are to be determined based on your location, purchasing agreement and your sales performance.

See the “BMS ZONING AGREEMENT” that is included in this Dealer Application for more details.

Dealer Acknowledgement

BMS reserves the right to establish a dealership in your market area should you not choose to carry our full line. Example: If you only carry our On Road products we reserve the right to establish an Off Road only dealer in your market area.

By signing the “Dealer Application” Form, I acknowledge that I have read and understand the BMS Dealer Policy Packet, and I agree to be bound by the terms and conditions set forth in this agreement by BMS Motorsports.

VIII

IMPORTANT: When submitting your application to become a BMS Dealer please include the following with your email or Fax.

- Business License
- Motor Vehicle Dealer License
- List of locations (If more than one)
- URL to website
- Motor Vehicle
- Pictures of business

BMS Motorsports, Inc. 18689 Arenth Ave, City of Industry, CA, 91748

● Phone: 626-810-8877 ● Fax: 626-810-2288 ● Email: becomedealer@bmsmotor.com ● www.bmsmotor.com



BMS Motorsports Inc.
Dealer Application (2016.8.11)

Dealer Initials _____ 6

(If you have one)

Service License

*If not on Google Street View

Please provide all websites below associated with your dealership that will sell or advertise BMS and other branded products distributed and sold by BMS Motorsports Inc for verification and approval by BMS Motorsports Inc:

1. _____
2. _____
3. _____

Do you currently sell products on any of the following sites? NO

Craigslist Ebay Auto Trader (any) Recycler Other ___Cumulus Media, Comcast, M-live News paper, Several e-comm sites_____

Do you sell on these sites using another trade name? Yes NO If Yes what name(s)?_____

Do you have a social media page or channel?

FaceBook Google + YouTube Twitter Pinterest Other__INSTAGRAM_____

Please provide any additional websites on the back of this form if necessary.

This form must be updated with BMS when your dealership adds or discontinues use of any associated websites that sell or advertise BMS and other branded products distributed and sold by BMS Motorsports Inc. Selling or advertising of BMS and other branded products distributed and sold by BMS Motorsports Inc on any website associated with your dealership other than the above approved dealer website(s) is strictly forbidden and may cause suspension or cancellation of dealership status.

By signing below, you confirm that you have provided all websites associated with your dealership that will sell or advertise BMS and other branded products distributed and sold by BMS Motorsports Inc.

Business or Dealership Name



BMS Motorsports Inc.

Dealer Application (2016.8.11)

Dealer Initials _____ 7

Printed Name and Title of Authorized Dealer Owner or Official

Signature of Authorized Dealer Owner or Official

Date: 08/03/ 2016

BMS Motorsports Inc. MAP Policy

Boreem Motorsports Inc. ("BMS ") has built a strong reputation and following among the end-user consumers of our products. In order to preserve our reputation for providing customers with high value products and strong after-sales support, and to further enhance our image and competitiveness in the marketplace, BMS has unilaterally established a policy of minimum advertised price ("MAP") standards for BMS products.

The BMS MAP (or the MAP) policy will apply to all U.S. and Canadian dealers, distributors and resellers regardless of where and/or how our products are sold.

The MAP policy shall work under the following guidelines:

1. The MAP for all BMS's products shall be as listed in the then current BMS Price List.
2. The MAP policy applies to all advertisements of BMS products in any and all media, including, but not necessarily limited to, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, Internet or similar electronic media, television, radio, and public signage.

The MAP policy is not applicable to any in-store advertising that is not distributed to the customer.

3. "Bundling" or the inclusion in advertising of free or discounted products (whether made by BMS or another manufacturer) with a product covered by the MAP policy would be contrary to the policy if it has the effect of discounting the advertised price of the covered product below the MAP. Example: Buy a BMS Ranch Pony and get a scooter or similar vehicle free.

Exclusions to this rule may include, but not be limited to, free items of little retail value such as gloves, clothing items, helmets, whips, hats, promotional items and similar.

Other acceptable exclusions would include services such as free shipping, free liftgate, free oil change, free tune up etc... Another exclusion may be a promotion approved by BMS in writing.

4. Pricing listed on an internet site is considered an "advertised price" and must adhere to the MAP policy. Once the pricing is associated with an actual purchase (an internet order), the price becomes the selling price and is not bound by this MAP policy. Statements such as "we will match any price", and "call for price" are acceptable as well as "Add to cart to see price" or "price shown at checkout". Efforts to maliciously circumvent this section of the policy will be viewed as a violation.

BMS Motorsports, Inc. 18689 Arenth Ave, City of Industry, CA, 91748

• Phone: 626-810-8877 • Fax: 626-810-2288 • Email: becomedealer@bmsmotor.com • www.bmsmotor.com



BMS Motorsports Inc.

Dealer Application (2016.8.11)

Dealer Initials _____ 8

5. The MAP policy applies only to advertised prices and does not apply to the price at which the products are actually sold or offered for sale to an individual consumer within the dealer's location, over the telephone or through a "bid" process. Dealers, distributors and resellers of BMS remain free to sell these products at any prices they elect.

6. The MAP policy does not establish maximum advertised prices. All dealers, distributors and resellers may offer BMS's products at any price in excess of the MAP established for such product. However the price should NOT exceed MSRP unless approved by BMS. Situations in which exceeding MSRP may occur are dealers in Hawaii, Alaska, Canada, Puerto Rico, US Military bases located outside the contiguous United States. Other situations may include dealers in extremely remote areas, island dealers or other situations.

7. The MAP policy does not in any way limit the ability of any dealer, distributor and/or reseller to advertise that "they have the lowest prices" or, they "will meet or beat any competitors price", that users of the product should "call for a price" or phrases of similar import as long as the price advertised or listed for the products is not less than the MAP.

8. From time to time BMS may discontinue models or engage in promotions with respect to certain products or engage in the sale of "close out" products and/or "B stock" inventory. In such events, BMS reserves the right to modify or suspend the MAP policy with respect to the affected products by notifying dealers, distributors and resellers of such change. BMS further reserves the right to unilaterally adjust the MAP with respect to all or certain products at its sole discretion upon seven (7) days advance notice on our website or via email notification.

9. In the event a dealer, distributor or reseller chooses not to follow the MAP policy, sanctions may be unilaterally imposed by BMS in its sole discretion. Intentional and/or repeated failure to abide by this MAP policy may result in termination of business relationship, dealership or distributorship. BMS does not intend to do business with dealers, distributors and/or resellers who compromise the perceived value of BMS and its products.

BMS may monitor the advertised price of dealers, distributors or resellers, either directly or via the use of third party agencies. BMS reserves the right, in its unilateral discretion, to take other action to any dealer, distributor or reseller that violates the MAP policy. BMS will enforce the MAP policy in its sole discretion; therefore, no dealer, distributor or reseller has any right to rely on the continued existence of the MAP policy or any effort by BMS to enforce the MAP policy.

The policy administrator shall be solely responsible for determining whether a violation of the policy has occurred, communicating decisions to dealers, distributors or resellers regarding the policy and receiving any communication regarding sanctions imposed under this MAP policy.

BMS SALES PERSONNEL OR OTHER EMPLOYEES HAVE NO AUTHORITY TO MODIFY OR GRANT EXCEPTIONS TO THIS POLICY. Therefore, all questions or comments regarding this MAP policy are to be directed to the policy administrator or National Sales Manager.

BMS Motorsports, Inc. 18689 Arenth Ave, City of Industry, CA, 91748

• Phone: 626-810-8877 • Fax: 626-810-2288 • Email: becomedealer@bmsmotor.com • www.bmsmotor.com



BMS Motorsports Inc.

Dealer Application (2016.8.11)

Dealer Initials _____ 9

10. This MAP policy has been unilaterally established by BMS to help ensure the legacy of BMS as a top producer of high performance, high quality products and to protect the reputation of its name and products. The MAP policy is also designed to ensure dealers, distributors and resellers have the incentive to invest resources into services for BMS's customers.

BMS Motorsports Inc. Dealer Advertising Policy

1. Misleading advertising of BMS and other branded products distributed and sold by BMS Motorsports is strictly prohibited. **NO EXCEPTIONS.**
2. Use of the BMS Motorsports logo on any websites other than the dealer's approved websites is strictly prohibited.
3. Use of "BMS" in the root domain of a website, or in a root domain that redirects to a website, advertising or selling BMS and other branded products distributed and sold by BMS Motorsports is strictly prohibited unless permission is requested in writing and granted by BMS Motorsports.
4. BMS catalogs, brochures, flyers, and other marketing materials are the property of BMS.

A dealer may not claim any of these materials as their own.

Any use of BMS marketing materials by a dealer to promote their own dealership is strictly prohibited unless permission is requested in writing and granted by BMS Motorsports.

5. Advertisement and sale of new BMS vehicles and other branded vehicles distributed and sold by BMS Motorsports on any auction or third party reseller marketplace website such as eBay, Amazon, NewEgg, and similar must have an advertised price of FULL BMS MSRP, including products with MAP Pricing.
Any other advertised price besides FULL BMS MSRP on these websites is strictly prohibited.
6. Online advertising through websites such as Craigslist, Cycle Trader, and similar region based sales channel websites outside of the surrounding areas of the dealer's principal location is strictly prohibited.
7. **Dealers may NOT advertise in areas in which they are NOT licensed.**
8. Only the original BMS model name may be used to describe BMS products.
Any alteration, incorrect, incomplete or additional implied model name is strictly prohibited.
9. Reference to or description of BMS products as "copies", "clones", "replicas", "mimics", or similar wording, of other manufacturer models is strictly prohibited.
10. Words such as "largest", "oldest", "only", or of similar nature, used in relation to dealer status with BMS Motorsports, are strictly prohibited.
11. If the MSRP of a BMS product is advertised, it must be the official BMS Motorsports MSRP. Any alteration of the official BMS Motorsports MSRP is strictly prohibited.
12. Any price listed, displayed or given on an internet site, in social media, or in print is considered an "advertised price" and must adhere to the MAP Policy.

Intentional and/or repeated failure to abide by the Dealer Advertising Policies will result in the following sanctions unilaterally imposed by BMS Motorsports. If not in compliance, the dealer will receive an email notification of the policies they are

BMS Motorsports, Inc. 18689 Arenth Ave, City of Industry, CA, 91748

• Phone: 626-810-8877 • Fax: 626-810-2288 • Email: becomedealer@bmsmotor.com • www.bmsmotor.com



BMS Motorsports Inc.

Dealer Application (2016.8.11)

Dealer Initials _____ 10

non-compliant with and have 48 hours to make the corrections. If not corrected within this time frame, the dealer will have all buying privileges suspended until the required changes have been made. If the dealer is found to be non-compliant with these policies a second time, all buying privileges will be immediately suspended and will not be reinstated for 30 days starting from the date all corrections have been made. If the dealer is found to be non-compliant with these policies a third time, dealer will be terminated as a BMS Motorsports dealer. BMS Motorsports does not wish to do business with Resellers who intend to mislead customers, create unfair competition, or degrade the image of BMS Motorsports and its products.

Dealer must read and understand BMS Dealer Policy before you sign your "DEALER APPLICATION" Form. Please Print your name, sign and date the lines below if you agree to the above terms.

NAME:

SIGNATURE:

DATE:

PERSONAL GUARANTEE

The undersigned guarantees fully, without reservation of offset, the payment of any sums due from the above noted "applicant" in the event said applicant fails to pay any such sum when and as due. The undersigned waives notice default and demand for payment and agrees to pay all expenses of collection, including responsible legal fee and any applicable interest thereon. The guarantee shall be governed by the construed in accordance with the law of the State of California and any states within the United States of America. Guarantor hereby irrevocably submits to the jurisdiction of any court of competent jurisdiction located in Los Angeles and State of California in connection with any proceeding arising out of or relating to this guarantee.

NAME:

SIGNATURE:

DATE: //

This section for internal use only.

Dealer APPROVED NOT APPROVED Date: ____/____/20____

If not approved list reason (s) here:

Dealer is 100 miles from nearest BMS Dealer.

Dealer to be added to locator? YES x NO

Dealer to carry On Road Off Road X Both

Dealer Territory to include _____ Mile radius or special circumstance __ State of Minnesota _____

Dealer GEO Tagged KML created? YES NO

Include STREET VIEW image or have dealer provide picture of dealership if no STREET VIEW.

BMS Motorsports, Inc. 18689 Arenth Ave, City of Industry, CA, 91748

• Phone: 626-810-8877 • Fax: 626-810-2288 • Email: becomedealer@bmsmotor.com • www.bmsmotor.com



BMS Motorsports Inc.
Dealer Application (2016.8.11)

Dealer Initials _____ 11

Approved By: _____ (Only Sales Manager or Officer can approve)

Date: ____ / ____ / 20 ____