



Dealer Application

Legal Name of Business

Fed ID#

DBA (if applicable)

Corporate Address

City

State

Zip

Phone

Fax

Yrs in Bus.

Principal / Owner

DME Y or N

Accts Payable Contact

NPI#

A/P Email

A/P Phone

Billing Address

What other Safety Beds do you carry?

What Regions do you service?

I certify that the information above is correct and complete. I agree to the terms of the dealer agreement listed below.

Authorized Signature: _____ Date _____

Printed Name: _____ Title: _____

Your application will be reviewed and information verified. We approve dealer applications separately from credit applications. The AP contact will be notified when the applications have been approved. Thank you for choosing Beds by George.

Attach W9 to application. To be Sales Tax Exempt attach exemption certificate(s)

For Office Use Only

Application Approved		
Discount		
Credit Terms		
Comments		



Dealer Application

Dealer Agreement

Definitions: For the purposes of this agreement

- “**BBG**” means Beds by George, Inc. of Granger, IN
- “**Customers**” means end users of Products in the Region.
- “**Products**” mean the products of / from BBG
- “**Region**” means the geographical area routinely serviced by Dealer
- “**Trademarks**” means the trademarks, logos, product names, component names of BBG
- “**Dealer**” means the company that is applying for or renewing dealership

The applicant requests becoming a BBG non-exclusive dealer in the Region for the Products and:

1. Dealer agrees to use its best efforts to promote vigorously the marketing and distribution of the Products within the Region
2. Dealer is licensed to do business in Region, in good standing, and has the power to enter into and perform this Agreement; and this Agreement’s execution has been duly authorized by all necessary corporate action.
3. Dealer will submit all needed documents and requests to client’s insurance and/or Medicaid for the purposes of approval at the prices and manner Dealer deems appropriate. Dealer is solely responsible for all billing, collections, reimbursements, on-site assembly (if required), warranty, etc. to the customer and his / her insurance company(s).
4. BBG has the right to seek credit information on Dealer from time to time.
5. Dealer agrees to a 1.5% per month late fee and should it be necessary to employ a collection agency or attorney, Dealer will be responsible for all reasonable costs of collection. BBG reserves the right to cancel, refuse or delay shipment of any order(s) if Dealer (i) fails to meet terms of payment (ii) fails to meet reasonable credit or financial requirements established by BBG, including any limitations on allowable credit, or (iii) otherwise fails to comply with the terms and conditions of this agreement. BBG also reserves the right to cancel any orders for discontinued Products without liability of any kind to Dealer or to any other person. No such cancellation, refusal or delay will be deemed a termination (unless BBG so advises Dealer) or breach of this agreement by BBG.
6. Prices shall be in accordance with the current price list at date of shipment. Any variation from the price list must be in writing from BBG and are considered non transferable custom quotes, not additions to the price list. Custom quotes from BBG are valid for 60 calendar days or until defined expiration as noted on the quote. Additional charges for packaging, handling, and transportation charges may not be included in price list but shall be communicated in advance of order acceptance by BBG. Price lists may be revised by BBG from time to time. BBG agrees to notify Dealer at least 30 days in advance of the effective date of any price increase.
7. Dealer is purchasing Products for resale, and has all necessary permits to do so such that BBG shall have no liability for any sales, use, property or other taxes, customs charges, import fees or other costs assessed or charged by any governmental authority with respect to any sale or licensing of any of the Products.
8. The parties acknowledge and agree that the relationship of Dealer to BBG under this Agreement is that of an independent contractor. Nothing in this Agreement shall be construed to (i) constitute a party as principal or agent, legal representative, employer or employee, franchisor or franchisee, partner, joint venturer, or co-owner of the other; (ii) give either party the right to control or direct the daily activities of the other; or (iii) allow either party to create or assume any obligation on behalf of the other party for any purpose, or to represent to any person or entity that such party has any right or power to enter into any binding obligation on the other party’s behalf.
9. Additional Insurance may be provided to Dealer at Dealer’s request, but shall only apply in circumstances pertaining directly to Dealer’s sale & service of a BBG product and where BBG is found to be negligent in its design or manufacture of the product. It is further understood and agreed that BBG is not an insurer of Dealer for the services Dealer provides pursuant to BBG’s products and Dealer does not intend this agreement to provide for the liability of the Dealer nor that BBG be liable for loss or damage due directly or indirectly to any occurrence or consequences stemming from the duty or service of Dealer under this Agreement.
10. BBG’s liability is strictly limited to instances associated with BBG’s gross negligence and/or wilful misconduct in the design and production of its products, but shall not be construed in any way to limit, restrict, or otherwise impair the availability of proceeds from BBG’s insurance for a loss which would otherwise be covered by such insurance where such loss is directly attributable to a grossly negligent, reckless or intentional act on the part of BBG, its agents or employees.



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11. Both Dealer and BBG agree to indemnify and hold harmless one another from any and all claims, suits, damages, including reasonable attorney's fees and other costs of defense, and causes of action brought by third parties, including actions for subrogation which may be brought Dealer's and BBG's respective insurer(s), caused by or arising out of negligence or other fault on the part of their own respective negligence. Further, Dealer agrees to release, discharge, hold harmless and indemnify BBG from any and all claims and liabilities, damage, loss, expense or injury arising from or caused by any hazard covered by Dealer's insurance whether the claim is made by or through Dealer, its agents, employees, or insurance agency, and is expressly agreed that BBG shall have no other liability of any type or nature for damages, claims, judgment or losses sustained by the Dealer for any reason, insomuch as damages, claims, judgments or losses sustained are found not to be the proximate result of the negligence of BBG, its agents, or employees.
12. The effective date of this Agreement is the date first signed above. This Agreement shall remain in full force and effect until terminated. This Agreement may be terminated at any time by the mutual consent of the parties or by either party upon 45 days notice in advance. This Agreement may be terminated by BBG upon any default by Dealer.
13. The following events shall constitute a default by Dealer under this Agreement:
 - a. The termination for any reason of Dealer's NPI, DME, or other pertinent licensing required to resell durable medical equipment in Region;
 - b. The failure of Dealer to pay any amount due to BBG under this Agreement when due;
 - c. The breach by Dealer of any term of this Agreement;
14. A material change in the financial condition of Dealer, including, without limitation, the filing of a bankruptcy petition under Title 11, United States Code, by or against Dealer, a general assignment by Dealer for the benefit of creditors, and the inability of Dealer generally to pay its debts as they come due.
15. The parties shall have the following obligations upon termination:
 - a. Upon termination of this Agreement, Dealer shall discontinue use of all Trademarks.
 - b. Except as provided above, all rights and obligations of the parties shall cease on termination of this Agreement. Neither party shall be liable to the other for damages of any kind, including without limitation incidental or consequential damages, resulting from the termination of this Agreement.
 - c. BBG's rights under this Agreement shall survive any termination of this Agreement.
 - d. Termination of this Agreement will operate as a cancellation of orders by BBG from Dealer which have not, as of the termination date, been delivered, unless BBG, at its sole discretion, gives written notice of its intention to fill any such unfilled order. BBG will require payment in cash in advance prior to manufacture of the goods and fulfillment of the order.
 - e. Termination of this Agreement will not operate as a cancellation of any indebtedness owed by Dealer to BBG.
 - f. Dealer waives any claim against BBG for loss or damage of any kind arising out of a failure of the parties to enter into a new Dealer agreement upon termination of this Agreement. Dealer acknowledges and agrees that any amounts that may be spent by Dealer in the performance of this Agreement will be spent and incurred voluntarily by Dealer with the advance knowledge that this Agreement will be terminated as provided above. Dealer will make no claim against BBG and BBG will not be liable with respect to any investment or expenditure by Dealer made in anticipation of renewal of this Agreement.
16. Dealer agrees not to disclose any technical or proprietary information disclosed to it by BBG. Dealer acknowledges that BBG retains all copyrights and other proprietary rights to the Products.
17. This Agreement shall be governed by the laws of the State of Indiana.
18. If any of the provisions in this Agreement are declared by a court or other lawful authority to be unenforceable or invalid for any reason, the remaining provisions hereof shall not be affected thereby and shall remain enforceable to the full extent permitted by law.



Dealer Application

New Dealer Credit Application

Dear Prospective Dealer

Thank you for expressing interest in being a dealer for Beds by George. We are excited to have you.

We feel it is important to communicate with you about our credit application process. First, the application for credit terms is an optional step to the dealer application process. Dealers are approved or denied independent of their credit application. Credit is also granted or denied independent of the dealer application.

About our process:

We attempt to be diligent and fair in our credit research before we extend credit terms. We shall be checking with the references you provide so it is critical that

- 1) The vendors you list are willing to provide credit information on your company to us. You need to check with them in advance – many companies will NOT give out that information.
- 2) You provide full contact information especially
 - a. Contact Name for Credit Check – not just your rep
 - b. Fax number
 - c. Account number(s) if you have them

We may use credit bureau and credit research firms as well.

You are getting this letter precisely because too many prospective dealers do not provide the needed information and experience delays or less favorable credit terms than they probably deserve, and we don't want that to happen to you.

Thanks again

P.S. Please note some vendors such as Sunrise Medical and Pride will not share credit information so ensure the vendors you select for references will share information about your firm.



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Dealer Credit Application

Dealer Name: _____ State _____

Fill in all applicable areas. FAX number is required. Please NOTE: prospective dealer is responsible for any fees charged by their bank for credit and deposit inquiries.

Bank _____ City, State _____

Acct # _____ Phone _____

Contact _____ Fax _____

Trade Reference

Vendor _____ Phone _____

Contact _____ Fax _____

Acct # _____

Vendor _____ Phone _____

Contact _____ Fax _____

Acct # _____

Vendor _____ Phone _____

Contact _____ Fax _____

Acct # _____

I represent that the above information is true and I authorize Beds by George, Inc. to seek information on my company. I further understand there is a 1.5% per month late fee and should it be necessary to employ a collection agency or attorney, my company will be responsible for all reasonable costs of collection.

Signature _____

Date _____

Print Name _____

Title _____