

NIKE ACCOUNT APPLICATION AND AGREEMENT
PLEASE RETURN ORIGINAL BY MAIL, DO NOT FAX

Account # _____
Reason for Application (check one)
New Customer
Address Change
New Ownership
Re-Open Account
Other (specify) _____ Scat:
Channel Class Code _____

Sales Rep (Footwear)	Sales Rep (Apparel)	Sales Rep (Equipment)
Sales Manager Approval	Sales Manager Approval	Sales Manager Approval

APPLICANT PORTION Please complete this section in full and return to your Sales Rep. Omissions may cause delays.

For the purpose of becoming an authorized Nike ("Nike") retailer and establishing open account credit terms with Nike, the undersigned applicant will provide the following information:

Applicant's Legal Business Name		DBA Name
Billing Address	City	Province, Postal Code
Retail Outlet (Ship To Address) (pls attach separate listing if multiple locations) (1)	City	Province, Postal Code
(2)		
Email Address	Phone Number	Fax
GST #	Provincial Sales Tax No.	Business Start Date
Legal Organization Type (circle one) Proprietorship, Partner or Corporation	If new business, amount of beginning capital and source	Financial Year End Month _____ Year _____
If new business, please provide list of prior business or employment		Title
A/P Contact:	Phone:	Fax:

OWNERSHIP INFORMATION – Please list the names of all Applicant's owners, partners, shareholders, officers and directors and complete all information for each. Attach additional sheets if necessary

Legal name	Home Address (Street, City, Province, Postal Code)	
Home Phone	Social Insurance Number	
Legal Name	Home Address (Street, City, Province, Postal Code)	
Home Phone	Social Insurance Number	
Do you operate from owned or leased premises? (circle correct answer)	Date of expiry in the case of a lease	Store Area – How many sq.ft.?
If Leased, Landlord's Name, address and phone number		Rent / Month \$
# of Employees	Have you ever previously submitted a credit application to Nike? If yes, under what name?	
Estimated Monthly credit line required \$..... For Requests over \$20K, please attach current Financial Records.	Have any of the company's principals previously filed for bankruptcy?	
Back orders accepted? Purchase orders required?	Do you require monthly statements?	

BANK REFERENCES (Please include a voided blank cheque)

1. Bank Name	Address (Street City, etc.)	Account Number	Phone	Fax
2. Bank Name	Address (Street City, etc.)	Account Number	Phone	Fax

Industry Trade References – Please circle Adidas/Taylor Made Bauer Fila Rawlings Wilson Umbro New Balance Columbia Reebok Acushnet Easton

1. Firm Name	Address (Street City, etc.)	Account Number	Phone	Fax
2. Firm Name	Address (Street City, etc.)	Account Number	Phone	Fax

TERMS AND CONDITIONS

PENDING APPROVAL OF CREDIT, ALL ORDERS WILL BE ON A CASH BEFORE DELIVERY BASIS

ORDERS

All orders are subject to acceptance by NIKE CANADA CORP. Due to the high cost of processing orders; a minimum order of \$250.00 is required.

PRICES

Prices are subject to change without notice. ORDERS WILL BE INVOICED AT PRICES PREVAILING AT TIME OF ORDER. Prices are not guaranteed except under the "Footwear Futures" program.

TERMS OF SALE

All NIKE CANADA CORP. products are sold FOB shipping point. Payment terms are calculated from invoice date. A service charge of 1 X% per month will be charged on all past due invoices. This is an annual percentage rate of 18%. If the Applicant fails to abide by the TERMS OF SALE contained herein, NIKE CANADA CORP. reserves the right to discontinue and eliminate any price discounts or sales incentives offered to or in place with the Applicant, both retroactively and for future sales unless otherwise negotiated by the parties. The undersigned agrees to abide by the Nike Canada Debit Memo Policy. **Deductions from payments for any reason will not be allowed unless NIKE CANADA CORP. has issued a credit memo.** NIKE CANADA CORP. reserves the right to charge the Applicant a fee of \$50.00 plus GST for all requests made by the Applicant for copies of Proof of Delivery documents made more than 60 days from the invoice date. All incentives and credits issued by NIKE CANADA CORP. are personal to the account holder and are not transferable or assignable.

COSTS AND ATTORNEY FEES

Applicant will pay such costs, collection agency commissions, expenses and reasonable attorney fees (including without limitation, at trial and on appeal) as NIKE may incur in any manner of collection of any sums past due.

BACKORDERS

No deductions are allowed for freight or parcel post on back orders. We normally ship the bulk of your order at one time and back ordered merchandise will be shipped as soon as possible thereafter. Unshipped balances of five pairs or less will not be back ordered unless specifically requested. All back orders are cancelled after two months unless otherwise instructed by the customer.

SHORTAGES

NIKE CANADA CORP. is not liable or responsible for loss or damage in transit. Shipments should be carefully checked upon delivery for total carton count and condition. Any shortage or evidence of damage must be noted on carrier's delivery receipt and reported to the local carrier office. **Discovery of shortages in unopened containers that can be attributed to picking / packaging errors must be reported within ten (10) days of receipt of merchandise.** All requests for shortage claims must be accompanied by complete invoice numbers.

DEFECTIVE MERCHANDISE

Return of merchandise considered to be defective must be pre-authorized by NIKE CANADA CORP. All such returns require a return authorization number and must be shipped prepaid by the dealer. Merchandise sold as close-outs or B-grades will not be accepted on a return. Authorized returns of merchandise considered to be defective will be subject to inspection by NIKE CANADA CORP. Product replacement to customers without authorization from NIKE CANADA CORP. are done so at the dealer's own risk. NIKE CANADA CORP. is not responsible for product that has been mistreated or worn out. We reserve the right to refuse credit or replacement in such cases.

AUTHORIZED RETURNS

All returns must be authorized in advance by NIKE CANADA CORP. sales office (Toronto, Ont.). **Requests of such returns must be made within thirty (30) days of the invoice date.** All returns require a return authorization number issued by NIKE CANADA CORP. All packages that do not bear these authorization numbers will be returned to the dealer or kept with no credit issued. Authorized returns will be assessed at 15% restocking charge and must be shipped to NIKE CANADA CORP. prepaid by the dealer. An additional charge(s) will be assessed if product is not in saleable condition (e.g. Apparel unbagged, product price tagged, footwear lace up, etc.). Merchandise sold as close-outs or B-grades will not be accepted on a return.

RESTRICTIONS ON SALES/PURCHASES/ASSIGNMENT:

Applicant will not (a) sell NIKE products other than at retail to purchasers physically present at the store location(s) specified in this Application; (b) sell, transfer or assign its right as an authorized NIKE dealer without the express written consent of NIKE; (c) sell or otherwise transfer or transship NIKE products to a retailer, e-tailer, distributor, trader, broker or agent; (d) directly or indirectly sell or offer to sell NIKE products to any third party through any broker or agent; (e) purchase NIKE products from any source other than NIKE; (f) directly or indirectly sell or offer to sell NIKE products on behalf of or for the account of any other party; or (g) solicit or take orders, or otherwise sell or offer to sell NIKE products (i) through the mail, (ii) by catalog, (iii) by telephone, or (iv) through any electronic means, including the World Wide Web, e-mail or other Internet channels. Applicant is permitted to advertise NIKE products through electronic media in order to create or enhance consumer awareness of product performance features and/or indicate the availability of NIKE products in the physical store location(s) specified in this Application, provided Applicant complies with NIKE's policies and procedures regarding the use of NIKE logos, trademarks,

copyrights, and product and athlete images. Violation of these restrictions may result in the immediate termination of Applicant's account and all of Applicant's outstanding "Futures" orders. If Applicant opens or acquires additional retail outlets, Applicant must submit to NIKE a separate Application for each additional location. NIKE's approval of this Application does not guarantee NIKE approval of any other outlet location.

TERMS:

I, the undersigned, as an authorized officer of the company named hereon understand and agree to all of the above terms and conditions. I agree that all purchases will be paid according to the stated terms on the invoice, and further agree to pay a service charge of 1 X% per month (18% per annum) on all past due amounts. hereby wave any right to limit the release and disclosure by NIKE CANADA CORP. of its credit history, including but not limited to the Applicant's credit reports, to third parties with which NIKE CANADA LID. shares credit information. I also give my consent to NIKE CANADA CORP. to obtain such credit reports or other information as they deem necessary in connection with this Credit Application.

Date: _____

Signed: _____

Signing Officer: _____

List of NIKE Products: Applicant is limited to the retail sale of the following products (This section must be filed out by a NIKE Sales Representative:
