

Pleasure Pools™ Automatic Cover Sales Agreement and Dealer Application



7380 S. Hwy. 145 • French Lick, IN • 47432 • 888-498-2854 • Fax 812-936-3503

**Business Information:**

Legal Name of Business \_\_\_\_\_ Phone \_\_\_\_\_

Doing Business As \_\_\_\_\_ Fax \_\_\_\_\_

Billing Address \_\_\_\_\_ Year Business Established \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ County \_\_\_\_\_

Shipping Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Type of Business: (check)  Pool Builder  Residential Builder  Other Contractor  New Business

Company Ownership Information:  Sole Proprietor  
 Partnership: Limited \_\_\_\_\_ General \_\_\_\_\_

Corporation: Date \_\_\_\_\_ State of Incorporation \_\_\_\_\_

Federal I.D. Number \_\_\_\_\_ Sales Tax Number \_\_\_\_\_ State \_\_\_\_\_

**Partners and Officers:**

Name \_\_\_\_\_ Title \_\_\_\_\_

Home Address \_\_\_\_\_ Home Phone \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Home Address \_\_\_\_\_ Home Phone \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Home Address \_\_\_\_\_ Home Phone \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Number of employees working on pools \_\_\_\_\_ Number of pool service employees \_\_\_\_\_

Number of Auto-Covers Sold in 2007 \_\_\_\_\_ Anticipated Auto-Cover Sales in 2008 \_\_\_\_\_

Number of Pools Sold 2006 \_\_\_\_\_ Number of Pools Sold 2007 \_\_\_\_\_ Anticipated 2008 Sales \_\_\_\_\_

Requirements for territory requested to be provided by Territory Manager \_\_\_\_\_

2007 County Census \_\_\_\_\_ Estimated Pools sold in 2007 in State \_\_\_\_\_ County of \_\_\_\_\_

2008 Goal \_\_\_\_\_ 2009 Goal \_\_\_\_\_ 2010 Goal \_\_\_\_\_ Potential Territory Annual Pool Sales \_\_\_\_\_

**Terms and Conditions of Sale:**

**Ordering:** To insure prompt and accurate shipments please use our catalog item numbers and descriptions whenever possible. When ordering items without the catalog item number, please provide us with sufficient information to allow us to properly identify the products you need and fill your order correctly. When faxing orders, please telephone our office advising us of the faxed order.

**Terms:** All sales are net F.O.B. Benton Harbor, Mi. 49022 or French Lick, In. 47432. Payment is by Faxed Check, (fill out check completely payable to Pleasure Pools and make a copy. Fax the 8-1/2 x 11 readable check copy to 812-936-3503), payment must be received before shipment. Delivery will be by company truck or Common Carrier curbside. All invoices are subject to verification audit. If you have been over billed SIMCO will mail you a check promptly. Under billings will be sent to your main business address with a invoice explaining the error and the net amount due. Returned checks will be subject to a \$20 service fee.

**Pricing:** All shipments will be billed at prices in effect at the time of sale. Prices and products are subject to change without notice.

**Minimum Orders:** The minimum order is \$50 net. Orders for less than \$50 will be shipped freight collect along with a \$5 service charge.

**Returns:** To return stock merchandise call our customer service department and give the order number, order date and your account number. A return authorization order must be included with the merchandise being returned prepaid. Return merchandise that is shipped freight collect will not be accepted. Merchandise must be in its original container and in salable condition. Returned items will be subject to a 15% restocking charge if not returned within seven days. Special order merchandise is not subject to return.

**Taxes:** Any Federal or State Excise Tax or Sales Tax for which we are liable on any sale will be charged to and paid by the buyer. Buyer is responsible for furnishing resale certificate.

**Claims:** All shortages must be reported to us within 5 days of the receipt of the goods. Claims for damaged merchandise must be filed with the delivering carrier and noted on the freight bill before you accept the merchandise.

**Warranty:** All warranties are the sole responsibility of the manufacturer. Pleasure Pools does not express or imply any warranty of any kind. We expressly disclaim liability for any injury, loss, or damage arising from the use or inability to use any item sold by us.

I have read, understand and accept the above sales terms:

Business Name \_\_\_\_\_

Officer: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_