

First Name _____ Last Name _____

Business _____

Address _____

City, State, Zip, Country _____

Home Phone (____) _____ - _____ Cellular (____) _____ - _____

Pager (____) _____ - _____ E-mail address _____

Work Phone (____) _____ - _____ Ext. _____

Fax Number (____) _____ - _____

MEMBER PROFILE

CUSTOMER TYPE

- | | | | |
|---|---|---|--|
| <input type="checkbox"/> Builder/General Contractor | <input type="checkbox"/> Carpet Dealer | <input type="checkbox"/> Cleaner/Restorer | <input type="checkbox"/> Consumer Club |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Designer | <input type="checkbox"/> Installer | <input type="checkbox"/> NA: HBTC |
| <input type="checkbox"/> NA: House Doc | <input type="checkbox"/> NA: PCS | <input type="checkbox"/> NA: ServPro | <input type="checkbox"/> NA: UBuildIt |
| <input type="checkbox"/> NA: Paint Contractor | <input type="checkbox"/> Property Manager | <input type="checkbox"/> Real Estate Broker | <input type="checkbox"/> Remodeler |
| | | | <input type="checkbox"/> Retail Store |

Who are your previous flooring suppliers? _____

How did you hear about ProSource?

Direct Mailer Trade Ad Referral Referred by _____

Driver's License No. _____ DL State _____ Date of Birth _____

SSN/FEIN _____

Tax Type _____ Tax ID _____ License # _____

BUSINESS INFORMATION

METHOD OF PAYMENT

- Cash Check Business Credit
- Credit Card Type _____

Acct No. _____ Expires _____

Will you be sending in clients unattended by appointment only? Yes No

If yes, what percentage should ProSource use when selling your clients?

- Member Cost 10% Referral Other _____

If you, as a ProSource Member, do not provide client sell price, ProSource reserves the right to sell your client at 10% referral.

Member Signature _____ Date _____

Cardholder agrees to abide by the Conditions of Membership on the reverse side of this agreement.

CLIENT PROFILE

Conditions of Membership and Rules of Operation

MEMBERSHIP

1. Membership is non-transferable. ProSource Wholesale Floorcovering Showroom cards are only to be used by the individuals to whom they are issued.
2. ProSource Wholesale Floorcovering Showrooms reserve the right to refuse membership to any applicant.
3. ProSource Wholesale Floorcovering Showrooms reserve the right to refuse admission to any employee, agent, or customer of any members.
4. Membership is revocable by ProSource Wholesale Floorcovering Showrooms at any time without notice or cause.
5. Membership is subject to any and all rules adopted by ProSource Wholesale Floorcovering Showrooms and these rules may be amended from time to time without notice to or consent by the member.

MEMBERSHIP FEES, EMPLOYEE CARDHOLDERS, AND REFERRAL GUESTS

1. Membership Fee per initial twelve (12) month period entitles the member to one personalized membership card and all the privileges of ProSource Wholesale Floorcovering Showrooms.
2. Member may resign within ninety (90) days after joining and receive full refund of initial fees.
3. If membership cards are lost, stolen, or changed, replacement of card will be done for a fee.
4. Member cardholders may refer guests to ProSource by using referral appointment cards, but guests must make an appointment, and referral cards are good for that day's admission only. Guests will not be admitted without a referral card.
5. ProSource Wholesale Floorcovering Showrooms take no responsibility for any adverse circumstances that may arise as a result of our treatment of referral guests.

RENEWING MEMBERSHIP

1. Renewal must be completed by the primary business member.
2. Renewal of cardholder privileges must be completed by the primary business member for each cardholder when renewal is processed.

PURCHASING PRIVILEGES, GUESTS, AND OTHER RULES

1. No sales will be made to any person unless person has a valid membership card, or a referral card with that day's date.
2. Each cardholder may bring two guests. Guests do not have purchasing privileges unless authorized by cardholder with use of referral card.
3. ProSource Wholesale Floorcovering Showrooms can refuse entry to any person at any time for any reason at its option.
4. No smoking in the Showroom or in the Office area.
5. No samples are to be removed from the showroom at any time without permission. Violation of this condition shall be cause for revocation of membership. Samples are available in every item for checkout.
6. Cardholders will be fully responsible for any damage done to the Showroom, its furnishings, or its samples, by them or their guests.

ORDERING, DEPOSITS, PAYMENT, CANCELLATIONS

1. Member/cardholder shall make minimum deposit of 50% of total cost of merchandise upon time of ordering from ProSource. Payment shall be by cash, authorized check, or approved bank card. Checks shall be in the exact amount due for purchase or deposit. Checks must be issued on member/cardholder's in-state checking account, as listed on cardholder membership application. All checks or credit card payments are subject to bank approval or verification.
2. Member/cardholder shall make full payment of any remaining balance due upon notification of arrival of material.
3. Any order placed for merchandise is not subject to change, cancellation, or return to ProSource. In the event member/cardholder fails to take delivery of goods or make payment when due, merchandise will be returned to manufacturer and member/cardholder's deposit shall be forfeited.
4. Merchandise must be picked up by member/cardholder immediately upon receipt by ProSource. There is a storage fee of \$10.00 per piece per seven-day period for merchandise left more than two (2) days after receipt.
5. Member/cardholder assumes full responsibility for installation (if any) performed, measurements, and inspection of merchandise. The member/cardholder agrees that he will abide by and be bound by manufacturer's policies regarding returns and/or manufacturing defects in material. Dye lots will vary from sample.
6. The member/cardholder shall be personally liable for any debt that occurs as a result of his purchase from ProSource or for any check that is dishonored for any reason. If any legal action is brought by ProSource to collect any debt or dishonored check, the member/cardholder agrees to pay interest thereon at the highest rate allowed by law, and reasonable attorney's fees in addition to all other fees, costs and expenses of collection. In addition to the above, for each check returned for any reason there shall be a service charge of the greater of 12% of the amount of the check or \$25.00.
7. The only warranty with respect to the merchandise sold by ProSource is that of the merchandise's manufacturer(s), if any. ProSource sells the merchandise in "as is" and present condition, and without warranty of any kind. ProSource disclaims any and all warranties, express and/or implied by law or otherwise, regarding the condition, workmanship, merchantability and fitness of the merchandise for any particular use or purpose. Under no circumstances shall ProSource be responsible and/or liable for any and all damages, consequential damages, loss of profits, losses, expenses, claims, actions, lawsuits, attorneys' fees, or any other loss or damage arising directly and/or indirectly from such merchandise.