

# Sports Images, Inc.

## Auction & Tournament Application

### Business Information

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

Street Address \_\_\_\_\_

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

Phone Office (\_\_\_\_\_) \_\_\_\_\_

Phone Fax (\_\_\_\_\_) \_\_\_\_\_

Contact Name \_\_\_\_\_

Contact Phone \_\_\_\_\_

Contact E-Mail \_\_\_\_\_

Charity Name \_\_\_\_\_

**All tournament or auction orders will be paid for, in full, prior to shipping or pick up via the credit card listed below. Any items that meet our return guidelines and are returned will be promptly credited to the same credit card that was used for the purchase.**

### Credit Card Payment Information

I hereby authorize Sports Images, Inc. to charge my (please check one)

Visa       MasterCard       Discover

\_\_\_\_\_ Card ID Number (three digits following the account number on the back of your card)

For merchandise delivered or shipped to me for the purpose of my business, to ship to another address at my request. This authorization expires only when Sports Images, Inc. receives a signed dated letter from me requesting the use of this credit card be discontinued. A new form must be completed for each credit card used.

\_\_\_\_\_  
Credit Card Number Expiration Date

\_\_\_\_\_  
Cardholder's Name (as it appears on card)

\_\_\_\_\_  
Billing Address

\_\_\_\_\_  
City, State & Zip Code

\_\_\_\_\_  
Cardholder's Signature

## Terms & Conditions

I acknowledge the terms and conditions as listed below. I understand and accept these terms completely. I am the owner or a listed officer of this business.

\_\_\_\_\_

Date

\_\_\_\_\_

Signature

\_\_\_\_\_

Title

**Auction or tournament consignment** – all items consigned will be charged to the credit card listed on this application prior to pick-up or delivery. Once the auction or tournament has been completed, the signee has 10 (ten) days from the auction or tournament date that has been provided by the signee on this application to return any or all merchandise for a full refund to the credit card listed on this application, less any shipping charges. The signee takes full responsibility for all merchandise once it is picked up or delivered. Any items that are damaged, missing certificates of authenticity or not in the exact physical condition as when they were picked up or delivered will not be taken back by SI and a credit will not be issued to the credit card.

## Terms and conditions

**Credit-** Must be established see "opening an account" below. This application must be completed and returned to Sports Images, Inc. (SI) for approval and reference verification. SI reserves the right to decline credit due to lack of, insufficient or negative credit history. SI also reserves the right to decline check writing privileges due to lack of, insufficient or negative bank history. Any company applying for credit or check writing privileges must have been in business and have a checking account opened at least six (6) months prior to completion of this application. Please allow a minimum of 7 days for processing. **Opening an account** - Anyone interested in ordering from Sports Images, Inc. (SI) must first return a completed credit application along with a copy of a tax I.D #, resale certificate or business license before they place their first order. SI may require updated information in this format every two years or whenever SI deems necessary. **Eligibility** – By placing an order with SI, the customer attests that he/she is of legal adult age and is authorized to purchase the items, which the customer is ordering. Orders will not be accepted unless the customer is engaged in a legitimate business activity dealing with product lines carried by SI and is purchasing from SI strictly for resale. Proof of such activity may be required for each order. **Payment terms/Credit guidelines** – Unless authorization is granted all orders are shipped cash on delivery (COD) or prepaid via credit card. If a credit card is used a credit card authorization form must be completed and returned to SI for each different credit card used. In some instances, prepayment of domestic orders may also be required. Customers receiving their shipments via United Parcel Service (UPS) will have a COD tag attached to each box until SI authorizes a change in terms. Check writing privileges may only be obtained by submitting a completed credit application and such other documents required by SI to the SI credit department. Businesses lacking a significant credit history can earn check-writing privileges through a history of good payment habits to SI and through a regular business relationship with SI. Checks returned to SI for any reason are subject to a \$25.00 service charge. Returned checks or any other failure to pay in part or full may, at SI's sole discretion result in the termination of the customer's account with SI. Arrangements can be made to purchase via credit card or wire transfer. Credit card payments equal to or above \$5,000.00 are subject to a service charge, which is solely at the discretion of SI. If payment is not received within thirty (30) days of customer's receipt of merchandise the invoice will bear interest at the rate of eighteen percent (18%) per annum from receipt of merchandise to date of payment. **Shipping** – Domestic and international shipments are generally available for pick-up, delivery or shipment during business days. Customers may pick up their orders at SI and incur no shipping charges or select from a variety of options including SI delivery (not available in all areas), UPS, airfreight, common carrier (truck), or United States postal service. Except as expressly agreed otherwise. Customers will be liable for all shipping charges. SI may prepay shipping charges and pass these charges on to the customer on their invoices for product. For additional details on shipping contact your account representative. **Damages** – Merchandise damaged in transit may be returned for replacement or credit if replacement is unavailable, provided that damages are reported within 24 hours of the customer's receipt of the shipment (or upon receipt, if by SI delivery). Customer shall not deduct the cost of damaged merchandise from their payments. If replacement product is not available a credit memo will be issued. Always check for visible damage and note any apparent problems before signing for a shipment, as this will enable SI to recover the cost of damaged merchandise from the shipping company. SI will reimburse the customer any freight cost incurred for returning damaged merchandise caused by SI or the shipping company. **Shortages and overages** – All shortages must be reported to the customer's account representative within 24 hours of the customer's receipt of a shipment and documentation forwarded to the account representative as requested. SI will use all reasonable efforts to replace any shortage within 7 days (if replacements are available) or will issue a credit memo for any unfilled amounts. **Collections and fees** – SI reserves the right to add any and all fees to the customer's account in any instance of collection of debt or legal suit or any instance where SI had incurred charges attempting to resolve the customer's debt. SI may, at its sole discretion, add interest to the principal balance from the day the account became delinquent. Any and all other fees are at the sole discretion of Sports Images, Inc. **Disputes** - The applicant hereby consents to the jurisdiction of a court located in the Commonwealth of Massachusetts with respect to any and all actions directly or indirectly arising out of any business dealings between SI and the applicant. **N.B.** – The person or persons furnishing "owner/principal information" hereby personally guarantees the contract on behalf of the company and all other obligations of the company to SI. **Representation** – The person signing this application and all persons on behalf of whom it is signed represent the person signing this application has all necessary authorization to do so, that all the information contained herein is true and that such information is furnished for the purpose of inducing SI to engage in business with the applicant. This application will be deemed part of any contract under which SI does business with the applicant. The person whom credit is extended and all guarantors of this agreement agree that they will inform SI, in writing of any change of address and that if no written change of address is received by SI, they and each of them may be deemed, for purposes of this agreement and the enforcement thereof, to have the address stated in this credit application. - The construction and enforcement of this agreement shall be governed by the laws of the Commonwealth of Massachusetts.

## Auction or Tournament Contact Information

Dave O'Brien  
Sports Images, Inc.  
2G Gill Street  
Woburn, MA 01801  
(781) 938-4340 Office  
(781) 937-9638 Fax  
e-mail: dobrien@spimages.com