



13655 Stowe Dr  
Poway, CA 92064  
Tel: 877-469-8331  
Fax: 858-679-7814  
www.mytee.com

1 of 8  
Rev. 09/12/11

**APPLICATION FOR DISTRIBUTORSHIP**  
**(APPLICATION, AGREEMENT, ADVERTISING POLICY, & WARRANTY POLICY)**

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Phone #1: \_\_\_\_\_ Phone #2: \_\_\_\_\_ Fax: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_ Website URL: \_\_\_\_\_  
Public Corp.: \_\_\_\_\_ Private Corp.: \_\_\_\_\_ Partnership\*: \_\_\_\_\_ Sole Proprietorship\*: \_\_\_\_\_  
Date Business Started: \_\_\_\_\_ Date Incorporated: \_\_\_\_\_  
Corporate Id #: \_\_\_\_\_ Owner/ Primary Corporate Officer: \_\_\_\_\_

\*If SOLE PROPRIETORSHIP or PARTNERSHIP please fill out the applicable section below.

Bank: \_\_\_\_\_ Account Number: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Bank Officer: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Primary Purchasing Contact: \_\_\_\_\_  
Other Persons Authorized to Purchase: \_\_\_\_\_  
Accounts Payable Contact: \_\_\_\_\_  
Preferred Shipping Method: \_\_\_\_\_

**Sole Proprietorship**

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_ Suffix: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Phone #1: \_\_\_\_\_ Phone #2: \_\_\_\_\_ Fax: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_ Years at Current Location: \_\_\_\_\_  
*(If less than one year at current address, please list previous address:)*  
Previous Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Social Security #: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Birth Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ (MM/DD/YYYY)  
Driver's License #: \_\_\_\_\_ Driver's License State: \_\_\_\_\_  
Gross Monthly Income \$ \_\_\_\_\_  
Do you rent or own your current residence? \_\_\_\_\_ Own \_\_\_\_\_ Rent \_\_\_\_\_ Neither Rent or Own Monthly rent/mortgage \$ \_\_\_\_\_

Initial \_\_\_\_\_ Date \_\_\_\_\_

---

## Partnership Information Partner #1

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_ Suffix: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone #1: \_\_\_\_\_ Phone #2: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_ Years at Current Location: \_\_\_\_\_

*(If less than one year at current address, please list previous address:)*

Previous Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Social Security #: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Birth Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ (MM/DD/YYYY)

Driver's License #: \_\_\_\_\_ Driver's License State: \_\_\_\_\_

Gross Monthly Income \$ \_\_\_\_\_

Do you rent or own your current residence? \_\_\_\_\_ Own \_\_\_\_\_ Rent \_\_\_\_\_ Neither Rent or Own Monthly rent/mortgage \$ \_\_\_\_\_

---

## Partnership Information Partner #2

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_ Suffix: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone #1: \_\_\_\_\_ Phone #2: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_ Years at Current Location: \_\_\_\_\_

*(If less than one year at current address, please list previous address:)*

Previous Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Social Security #: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Birth Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ (MM/DD/YYYY)

Driver's License #: \_\_\_\_\_ Driver's License State: \_\_\_\_\_

Gross Monthly Income \$ \_\_\_\_\_

Do you rent or own your current residence? \_\_\_\_\_ Own \_\_\_\_\_ Rent \_\_\_\_\_ Neither Rent or Own Monthly rent/mortgage \$ \_\_\_\_\_

---

## RESALE INFORMATION

I hereby certify that I hold valid sellers permit number \_\_\_\_\_ issued pursuant to the Sales and Use Tax Law of my state, and that I am engaged in the business of selling cleaning equipment, parts, or accessories. I also certify that the tangible personal property described herein which I shall purchase from Mytee Products, Inc. will be resold by me in the form of tangible personal property; Provided, however, that in the event any such property is used for any purpose other than retention, demonstration, or display while holding it for sale in the regular course of business, it is understood that I am required by the Sales and Use Tax Law to report and pay for the tax, measured by the purchase date of such property.

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

At: \_\_\_\_\_ By and Title: \_\_\_\_\_

## APPLICATION FOR DISTRIBUTORSHIP CREDIT REFERENCES

Reference 1:

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_ Acct.#: \_\_\_\_\_

Reference 2:

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_ Acct.#: \_\_\_\_\_

Reference 3:

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_ Acct.#: \_\_\_\_\_

Reference 4:

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_ Acct.#: \_\_\_\_\_

Initial \_\_\_\_\_ Date \_\_\_\_\_

## APPLICATION FOR DISTRIBUTORSHIP NEW DISTRIBUTOR PROFILE

Business Type (check all that apply): Carpet Cleaning Distributor  Jan/San Distributor

Auto Detail Supply Distributor

Other (Please describe): \_\_\_\_\_

How did you hear about us? \_\_\_\_\_

What is your total volume of sales per year \$: \_\_\_\_\_

How many inside salespeople do you have? \_\_\_\_\_ Outside sales? \_\_\_\_\_ Total employees? \_\_\_\_\_

What areas do you cover? \_\_\_\_\_

Primary sales method: Store Front  Warehouse  Internet Sales  Delivery Trucks

Other \_\_\_\_\_

Your Major Equipment Lines: \_\_\_\_\_

Types Of Equipment Sold: \_\_\_\_\_

Do you currently sell carpet cleaning, auto detailing, or hard surface equipment? [  ] Yes [  ] No

If yes, whose products do you carry? Please list all: \_\_\_\_\_

\_\_\_\_\_

Do you service equipment?  Yes  No

What products are you interested in from Mytee? \_\_\_\_\_

\_\_\_\_\_

Estimated dollar value of initial order: \$ \_\_\_\_\_ Estimated annual purchases: \$ \_\_\_\_\_

---

**Signature**

**Date**

---

**Print Name**

**Title**

## APPLICATION FOR DISTRIBUTORSHIP AGREEMENT AND GUARANTEE

In consideration for Mytee Products, Inc. ("Mytee") selling goods and/or services to Applicant distributor and in the event Mytee extends credit to Applicant, Applicant and Guarantor agree to the following terms and conditions:

1. Applicant shall pay all invoices on or before the net due date shown on the invoice. Applicant has no right to extension of any credit by Mytee; any credit extended by Mytee shall be in amounts, at rates, at times, for time-periods, and for reasons as may be determined in the sole discretion of Mytee. In the event Applicant fails to make timely payment of any statement or invoice, Mytee has the right to immediately terminate any extension of credit to Applicant, and all charges to Applicant shall become immediately due and payable. Applicant may be terminated as a distributor at any time in Mytee's sole discretion.

2. Applicant agrees to Mytee's limited warranty policy, which policy Applicant acknowledges disclaims all other warranties other than the warranties set forth in said policy, and limits Applicant's remedies for damages or injury.

3. Applicant's purchase orders to Mytee shall specify the number of units to be shipped, identify the type of units by Mytee's model or part number in Mytee's price list, and state the preferred method for shipment. No terms or conditions of purchase orders that are different from, or in addition to, the terms set forth herein will become part of any transaction between Mytee and Applicant (or any agent or assign of Applicant) unless specifically approved in a writing executed and delivered by an officer of Mytee. The terms of this agreement and guarantee supersede any terms on purchase orders, invoices, or bills of lading not issued by Mytee. Applicant agrees that Mytee makes no representation or promise regarding the availability or supply of Mytee's products, and that certain products may be unavailable for purchase by Applicant unless, in the sole discretion of Mytee, Mytee allows Applicant to purchase them (e.g., Applicant is a current member of the Mytee President's Club).

4. Applicant agrees to pay service charges of one and one half percent (1.5%) per month (18% annually) on any amounts unpaid 30 or more days from date of statement or invoice.

5. All prices stated by Mytee are F.O.B. Mytee's address in Poway, California, and do not include transportation costs, or federal, state or local taxes, which taxes costs and taxes shall be borne by Applicant. Any taxes Mytee is obligated to collect shall be invoiced to Applicant, and Applicant is obligated to provide valid tax exemption certificates from all appropriate taxing authorities.

6. Applicant agrees to follow the current version of the Mytee Distributor Advertising Policy, and any subsequent versions of this policy. Applicant hereby acknowledges receipt of a copy of this policy.

7. Applicant shall use its best efforts to promote the sale of Mytee's products, including by (a) establishing and maintaining appropriate, attractive and accessible facilities for the display and demonstration of those products, (b) providing adequate and trained technical and sales staff, (c) undertaking appropriate marketing efforts in accordance with Mytee's distributor advertising policy to stimulate sales of Mytee's products, and (d) establishing and maintaining a website with a link to Mytee's website and an e-mail account for purposes of accepting and responding to inquiries regarding Mytee's products.

8. In connection with any distribution or marketing of Mytee's products, Applicant shall use its best efforts to protect Mytee's trademarks and trade reputation. Applicant acknowledges that Mytee® and Hild® are registered trademarks owned solely by Mytee and that none of Mytee's trade marks or trade names are licensed to Applicant. Mytee reserves to itself all proprietary and intellectual property rights in Mytee's products, and Applicant shall not interfere with those rights.

Initial \_\_\_\_\_ Date \_\_\_\_\_

9. If Mytee attempts to collect against, or institutes suit against, Applicant or Guarantor for amounts due to Mytee under this agreement, Mytee shall be entitled to reimbursement and recovery of all its attorney's fees, costs, and expenses involved in prosecuting collection attempts or suit, and in enforcement of any judgment rendered.

10. This agreement is made and performed in San Diego County, California, U.S.A. The validity, construction and performance of this agreement shall be governed by the laws of the State of California, without respect to conflicts of laws principles. The parties agree that the exclusive jurisdiction of any legal action arising from or related to this agreement, or between Mytee, Applicant and/or Guarantor, regardless of the nature of the claims, shall be in the State of California and no legal action shall be commenced elsewhere. The parties agree that the venue of any such legal action shall be San Diego County, California.

11. No act, representation or indulgence of Mytee, including accepting late payment or making other payment arrangements, will waive, estop or impair Mytee's right to immediate payment for any or all amounts due or owing, or will waive, estop or impair any other right under this agreement. No such act, representation, or indulgence shall be binding unless made in writing, executed, and delivered by an officer of Mytee. There shall be no condition precedent to Applicant's unconditional obligation to pay amounts due or owing to Mytee, or for the undersigned Guarantor's obligation to guarantee payment. Applicant and Guarantor hereby waive any right(s) to diligence, demand for payment, presentment for payment, or notice of default or non-payment. Mytee may pursue claims against Applicant and/or Guarantor jointly or severally in Mytee's sole discretion, without notice. All of MYTEE's rights hereunder are cumulative and not alternative.

12. In consideration of Mytee extending credit to Applicant, its subsidiaries and/or affiliated companies, I, the undersigned Guarantor, as an individual, hereby agree to the terms of this agreement, and I personally guarantee Applicant's obligations hereunder and personally agree to pay to Mytee any obligations of Applicant. Further, I agree to personally indemnify and hold harmless Mytee for all of MYTEE's attorney's fees, costs, expenses incurred in enforcing this agreement against Applicant. These personal guarantees are general, absolute and irrevocable, are guarantees of payment and not of collection, and are binding on my heirs and assigns. These guarantees are enforceable by Mytee, its successors and assigns, and inure to the benefit of Mytee's successors and assigns. My personal liability as Guarantor is primary, direct, unconditional, and independent of obligations of Applicant. I subordinate any obligations that Applicant may have to me to the obligations of Applicant to Mytee.

---

**Applicant Name (Business Name)**

**Date**

---

**Print Name**

**Title**

---

**Signature – Signing on behalf of Applicant and individually as Guarantor**

## **APPLICATION FOR DISTRIBUTORSHIP MYTEE DISTRIBUTOR ADVERTISING POLICY**

Mytee Products, Inc. ("Mytee") has the following advertising policy, consistent with Mytee's suggested retail prices ("MSRP"). This policy enables us to remain competitive in the marketplace, provide high-quality products to our customers, provide proper servicing of Mytee's products, and protect and promote Mytee's trademarks. You **MUST** comply with this policy. A failure to comply may result in Mytee's decision, in Mytee's sole discretion, to immediately revoke your authorization to purchase and resell Mytee's products.

You may sell Mytee's products at any prices that you choose. This policy applies only to advertisement and does not apply to your actual sales price, which you may establish in your sole discretion.

You shall not advertise, list, represent or promote any Mytee product at a price below Mytee's current MSRP for that product. This policy applies to any advertisement, solicitation, promotion, or auction whatsoever, whether by print, radio, television, telephone, facsimile transmission, billboard, on-line, internet, e-mail, web-site or web-based. This policy does not apply to displays, banners, price tags/markings, or quotes so long as they are printed and made in-store. Accordingly:

- You shall not advertise any Mytee Product as free. You shall not make any statement, offer, or suggestion that your actual sales price is or will be below MSRP or that you have, offer, or will offer discounted pricing below MSRP on Mytee's products. This applies even if your advertisement does not actually name a price, or prices named in the advertisement meet or exceed MSRP.
- When multiple Mytee products are referenced in an advertisement, the bundle price must be at least the sum of the individual MSRPs.
- If Mytee's products are bundled with non-Mytee products, the joint price must equal the sum of the MSRP's for the individual Mytee products and any suggested retail prices for the non-Mytee products.
- You may offer a "gift" with purchase of a Mytee product. However, the value of the "gift" may not be subtracted from MSRP to suggest a price below MSRP.
- You may advertise "call for price" or "e-mail for price" so long as you do not otherwise suggest discounted pricing. However, for internet, website, or web-based advertisements you may not state "click for price," "add to cart for price," "view price in cart," or similar offer.
- You may advertise that you offer financing, payments, or lay-away so long as you do not state terms and/or dollar amounts which correspond with a price less than MSRP.
- You may advertise discounted or free installation, service, training, or delivery with purchase unless these activities are set with a value which causes the purchase price to be less than MSRP. You may not advertise free delivery in any e-mail, internet, website, or web-based advertisement.
- You may not advertise a Mytee product that you do not stock or cannot supply. For example, if you are not a President's Club member, you may not picture on your website a Mytee product which is available only to President's Club members.

This policy may be changed at any time in Mytee's sole discretion. If you have any question regarding your advertising or this policy you must contact a Mytee manager or officer; no other Mytee employee is authorized to comment on your advertising or confirm your compliance with this policy.

---

**Signature**

**Date**

---

**Print Name**

**Title**

## **APPLICATION FOR DISTRIBUTORSHIP MYTEE LIMITED WARRANTY POLICY**

Mytee Products, Inc. endeavors to provide high quality products and product support to its customers and therefore backs up all of its new products purchased from Mytee Products Inc. ("Mytee") or any authorized Mytee distributor/service center with this limited warranty. This limited warranty begins on the date of the customer's purchase and is valid and available to the original purchaser only. Mytee's products are for commercial use only and are not intended for personal, family or household uses.

HOWEVER, OTHER THAN SET FORTH HEREIN, MYTEE GIVES NO WARRANTY, EXPRESS OR IMPLIED, AS TO DESCRIPTION, QUALITY, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, PRODUCTIVENESS, INFRINGEMENT, OR OTHER MATTER, OF ANY GOODS WHICH MYTEE SHALL SUPPLY. THERE ARE NO WARRANTIES, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. MYTEE SHALL IN NO WAY BE RESPONSIBLE FOR THE PROPER USE AND APPLICATION OF THE GOODS. MYTEE NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR MYTEE ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF MYTEE'S GOODS. THIS LIMITED WARRANTY POLICY MAY BE CHANGED OR WITHDRAWN BY MYTEE AT ANY TIME WITHOUT NOTICE.

**90-DAY PARTS AND LABOR LIMITED WARRANTY:** Mytee will cover parts and labor on all components for 90 days from the date of original purchase. This warranty covers the cost of replacement and labor only, and does not cover shipping costs.

**WEAR PARTS 90-DAY LIMITED WARRANTY:** Mytee will replace all wear parts for 90 days from the date of original purchase. "Wear parts" are items which wear out as a result of usage or the passage of time and are consumed despite attempts to maintain them, such as gaskets, wheels, brass, cords, wires, electrical terminals, hoses, switches, thermostats, plastisol parts, filters, bearings, brushes, solenoids, o-rings, bulbs, heating elements, castors, or other parts deemed wear items in Mytee's sole discretion. This warranty covers the cost of replacement only and does not cover shipping or labor costs.

**1-YEAR MAJOR COMPONENTS WARRANTY:** Mytee warrants that pumps, vacuum and floor machine motors, and heaters are covered for a one (1) year limited warranty from the date of original purchase. This warranty does not apply and is void if the pump, vacuum motor, or heater has worn brush motors, water damage, chemical build-up, chemical damage, or evidence of abuse, neglect or tampering. This warranty covers the cost of replacement only, and does not cover shipping or labor costs.

**HOUSING LIFETIME LIMITED WARRANTY:** Mytee warrants that all rotationally molded housing and tanks will be free from manufacturing defects, defects in workmanship, and defects in material for the life of the part. Replacement cost does not include the cost of shipping or labor.

**LIMITATION OF DAMAGES:** THE REMEDY OF REPLACEMENT OR REPAIR OF ANY DEFECTIVE GOODS SHALL BE THE EXCLUSIVE REMEDY UNDER ANY WARRANTY MADE BY MYTEE, WHETHER EXPRESS OR IMPLIED. IN NO EVENT SHALL MYTEE BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, PROPERTY DAMAGES, OR PERSONAL INJURIES.

All limited warranties are void for, and Mytee does not warrant in any way, any product that evidences misapplication, improper installation, abuse, lack of maintenance, negligence in use or care, abnormal use, alteration of design, use of incompatible or corrosive chemicals, use in a rental service, and/or servicing, installation of parts, or repairs by anyone other than Mytee or a Mytee authorized distributor or service center. Mytee may make changes in products it manufactures and markets at any time; these changes are made without obligation to change, retrofit, or upgrade any product previously sold or manufactured.

Mytee has no obligation to honor the limited warranties set forth herein unless the original purchaser, promptly upon discovering the warranty claim and prior to continuing to use the product, contacts Mytee or a Mytee authorized distributor or service center to describe the claim and to receive and follow instructions for documenting and resolving the claim. In addition, the purchaser must provide the product to which the claim applies to Mytee or a Mytee authorized distributor or service center for a thorough inspection.

If any provision or portion of this limited warranty policy is found to be unenforceable, then the remaining provisions and portions shall remain valid and enforceable. If any provision or portion of this limited warranty policy is found to be limited by law, then that provision or portion shall be construed to make it effective within the bounds of law. For example, if there are legal limitations on the duration of warranties, the warranties made herein shall be construed to have the minimum duration required by law, or, if there are legal limitations of exclusion of remedies, the exclusions made herein shall be construed to apply to the fullest extent possible without violating the law.

The validity, construction and performance of this warranty policy shall be governed by the laws of the State of California, without respect to conflicts of laws principles. The exclusive jurisdiction of any legal action arising from or related to this warranty policy shall be in the State of California and no legal action shall be commenced elsewhere.

---

**Signature**

**Date**

---

**Print Name**

**Title**