

# Event Sales INC.

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135 Eastland Drive, Twin Falls, ID 83301

P: 208.734.2294 F: 208.330.1840

## NEW ACCOUNT

To start a new account, we will need the following documents.

Enclosed please find the following:

- Account Information Form (complete and sign)
- Credit Card Authorization (complete and sign if paying by credit card)
- Terms and Conditions (read and sign)
- MAP Policy (read and sign)

In addition, please send us the following:

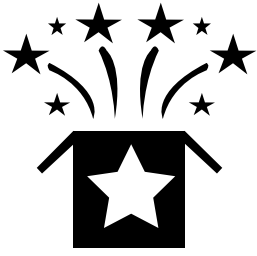
- Copy of Seller's Permit or Sales Tax Permit
- Federal EIN Number
- Copy of credit card (front and back) and copy of driver's license (if paying by credit card)

Please email all documents to [services@eventsales.com](mailto:services@eventsales.com) or fax to 208.734.2088

Your order cannot be processed until all required documents are received.

Thank You.

EVENT SALES INC  
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Twin Falls, ID 83301  
P: 208.734.2294  
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[www.eventsales.com](http://www.eventsales.com)



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## MINIMUM ADVERTISED PRICE POLICY

Products offered by EVENT SALES INC. (“ES”) are available for purchase to authorized resellers only. Authorization to resell products is gained and maintained by opening an account with ES, complying with its Terms and Conditions, and complying with its Minimum Advertised Price (“MAP”) policy.

The MAP policy applies to all authorized resellers in the United States and Canada. We have implemented this MAP policy to preserve our strong reputation for providing high value products and to protect our relationships with other authorized resellers. We greatly appreciate the efforts of all authorized resellers to distribute our products.

The MAP pricing policy shall work as follows:

1. The MAP establishes the MINIMUM ADVERTISED PRICE for designated products as set forth in Exhibit A to the MAP policy. **Authorized sellers must advertise the designated products at the MAP or higher. Authorized sellers may not advertise the designated products at prices below the MAP.** MAP pricing is established by ES and may be adjusted by the ES at its sole discretion. ES will notify any changes or additions to MAP via email provided on the Account Information form or if none provided, to the billing address on file.
2. The MAP policy applies to any and all advertisements for the designated products in any and all media, including but not limited to: fliers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, email newsletters, email solicitations, Internet sites or similar electronic media, television, radio, and public signage.
3. The MAP policy is not applicable to any in-store advertising that is displayed only in the store and not distributed to any customers(s).
4. The inclusion in advertising of free or discounted products with a designated product covered by the MAP policy would be contrary to the policy if it has the effect of discounting the advertised price of the designated product below the MAP.
5. If pricing is displayed, any strike-through or other alteration of the MAP is prohibited.
6. The MAP applies only to advertised prices and does not apply to the price at which products are actually sold or offered for sale to an individual consumer within the dealer’s retail location. “Retail location” is defined as the physical place where end-users can physically buy and take immediate delivery of the product. The final sales price remains at the reseller’s discretion.
7. The MAP does not establish maximum advertised prices. Resellers may offer the products at any price in excess of the MAP.
8. **International or repeated failure to abide by this policy will result in immediate termination of rights to market and sell designated products. ES will no longer do business with resellers in violation of this policy.** ES will not provide prior notice or issue warnings before taking any action under this policy.

**By signing this agreement, you agree to be bound by the above MAP policy as an authorized seller and bind all your employees, affiliates, successors, and assigns.**

SIGNATURE:

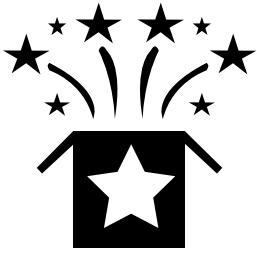
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PRINT NAME:

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DATE:

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## ACCOUNT INFORMATION

BUSINESS NAME:

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TAX ID NUMBER:

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CONTACT PERSON(S):

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BUSINESS BILLING ADDRESS:

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SHIPPING ADDRESS:  SAME AS BILLING  RESIDENTIAL  COMMERCIAL

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PRIMARY PHONE:

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ALTERNATIVE PHONE:

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FAX:

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EMAIL:

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**\*\*\*WE WILL EMAIL INVOICES UNLESS YOU INDICATE OTHERWISE\*\*\***

WHERE DO YOU SELL? (CHECK ALL THAT APPLY)

FAIR/SHOW

Mall Cart/Kiosk

SWAP MEET

RETAIL STORE

INTERNET(WEBSITE):

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OTHER(INDICATE):

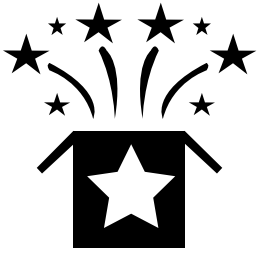
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SIGNATURE:

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DATE:

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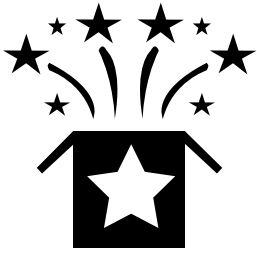
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## EXHIBIT A TO MAP POLICY

ITEM CATEGORY	DESIGNATED PRODUCTS	MAP
IL	INFINITY LIGHT - LARGE	\$40.00
IL	INFINITY LIGHT - MEDIUM	\$30.00
IL	INFINITY LIGHT - SMALL	\$20.00
IL	INFINITY LIGHT - CORD	\$9.99
BT	BAMBOO TRADITIONS - KING PILLOW	\$60.00
BT	BAMBOO TRADITIONS - QUEEN PILLOW	\$50.00
BT	BAMBOO TRADITIONS - KING SHEET	\$150.00
BT	BAMBOO TRADITIONS - QUEEN SHEET	\$150.00
TVG	THE VERTICAL GARDEN - HUNTER GREEN	\$20.00
TVG	THE VERTICAL GARDEN - STONE	\$20.00
TVG	THE VERTICAL GARDEN - TERRACOTTA	\$20.00
LT	COLOR CHANGING LED W/ REMOTE	\$15.00
LT	LIGHT TUNES - LED BLUETOOTH SPEAKER WITH WHITE REMOTE	\$40.00
PS	PLAY SPROCKETS	\$15.00
SM	SNOMEE - 3-IN-ONE-GIFT GLOBE	\$9.99



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## EXHIBIT A TO MAP POLICY

This is to authorize EVENT SALES INC. to charge my credit card for products ordered:

NAME ON CARD:

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CREDIT CARD BILLING ADDRESS:

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CARD #:

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TYPE : (CHECK ONE)      VISA      MASTER      AMEX      DISCOVER

EXPIRATION DATE:

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CVS CODE:

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(3 digits on back or card; 4 digits on front if AMEX)

SIGNATURE:

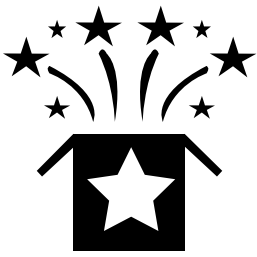
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(We cannot ship your order without written authorization.)

PLEASE EMAIL OR FAX THE FOLLOWING:

- COPY OF CREDIT CARD (FRONT AND BACK)
- COPY OF DRIVER'S LICENSE.

WE NEED TO VERIFY THE NAME ON THE CARD AND THE NAME ON THE DRIVER'S LICENSE.



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## TERMS AND CONDITIONS

By opening an account and ordering product from EVENT SALES INC. ("ES"), Buyer, its employees, affiliates, successors and assigns (collectively, "Buyer") hereby agrees that the account and all orders submitted shall be subject to the following terms and conditions, as well as any additional terms contained on any invoices or emails provided by ES.

- Your Account.** In order to obtain an account with ES, you must provide ES with all information requested, including, but not limited to, a valid Tax ID number and a copy of your seller's permit or sales tax permit. ES reserves the right to refuse any order, cancel orders or terminate accounts for any reason whatsoever in its sole and absolute discretion
- Terms of Payment.** Unless ES otherwise agrees, all orders must be PREPAID in full including shipping.
- Prohibited Sales.** Unless ES otherwise agrees explicitly in writing, Buyer may NOT sell ES products through 3rd party vendors on the Internet such as Amazon or Ebay or similar Internet sites. Unauthorized sales on the Internet are prohibited and will result in immediate termination of Buyer's account and immediate cancellation of any pending orders.
- Pricing.** Prices, specifications, and availability of products are subject to change without notice.
- Shipping.** All orders are shipped by UPS for small packages and YRC for freight. Estimated delivery dates provided by the carrier are approximate and not guaranteed. No order is guaranteed a specific delivery date. It is the buyer's responsibility to count cases and note any visible damage at the time of delivery. Any damaged or incorrect order must be filed within 48 hours of receiving goods. Have the carrier make a note and sign for any damaged boxes delivered to you and take pictures of all damaged goods. Buyer may arrange for carrier pickup.
- Risk of Loss.** All orders are FOB ES's warehouse. This means that all freight charges are paid by the Buyer and the risk of loss and title for products ordered pass to Buyer upon ES's delivery of the order to the freight carrier.
- Return/Exchange Policy.** Unless ES otherwise agrees, returns and exchanges must be claimed within 48 hours after receipt of the merchandise only on full cases. ES will replace or credit Buyer for any defective items.
- Indemnification.** Buyer agrees to hold ES harmless from any and all claims, demands, actions, costs, expenses and liabilities, that arise from or are related to Buyer's activities or of any and all entities or individuals affiliated with Buyer in connection with the promotion, resale or distribution of products and merchandise purchased from ES except to the extent of any manufacturing defect. Buyer is not authorized to repackage or re-label any ES products.
- Intellectual Property.** Buyer acknowledges that ES products contain information, data, photographs, graphics and other material (collectively, "Content") that are protected by copyrights, trademarks, or other intellectual property rights and that these rights are valid and protected in all forms, media and technologies existing now or hereinafter developed. Buyer may not modify, remove, augment, publish, reproduce, distribute, or in any way exploit any of the content, in whole or in part, without first obtaining written permission from ES.
- Disputes.** Any dispute arising between you and ES shall be governed by the laws of the state of Idaho without regard to principles of conflict of laws and shall be resolved in the county where ES is located. Additionally, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and expenses.

By signing this agreement, I have read, understood, and agree to the above terms and conditions.

SIGNATURE:

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PRINT NAME:

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DATE:

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