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Dealer Application & Agreement

This packet was designed to be used only by authorized USA Motortoys, LLC PitsterPro dealerships, to provide business protocols, and requirements. USA Motortoys understands the importance of sound business practices and a strong relationship between the supplier and dealer.

You should become familiar with the contents of this packet to enable premium service to your customers regarding their PitsterPro products.

We also require that you thoroughly explain USA Motortoys, LLC PitsterPro limited liability warranty and relevant responsibilities as described in this document to the consumer before and after their purchase and address the questions they might have.

USA Motortoys, LLC reserves the right to modify their warranty program as deemed necessary by management and legal counsel.

Our customer service department is available to better help dealers satisfy our customers.

Responsibilities:

USA Motortoys, LLC is responsible for providing accurate and clear information concerning the PitsterPro product line and warranty information for dealers and their customers.

PitsterPro dealers are responsible for:

- Dealers and staff members may not reveal sensitive information to customers.
- Dealers may not use USA Motortoys, LLC's , trade marks, trade names, patents, copyrights, and logos; without prior USA Motortoys, LLC's approval.
- Dealers are not to use the USA Motortoys, LLC's name or trade marks in a negative way.

- Dealers and dealers staff are not to purposely cause negative impact on the brand image.
- Thoroughly review USA Motortoys, LLCs warranty policy both before and after the customer purchases the PitsterPro product. This is required by the U.S. Magnuson-Moss Warranty Act.
- Ensure that service personnel are familiar with warranty procedures.
- When part replacement is requested under warranty, send defective parts to be to USA Motortoys, LLC when requested.

Consumer is responsible for:

- Thoroughly reviewing and following all of the instructions found in the PitsterPro owner's manual that is included with every USA Motortoy, LLC PitsterPro product.
- Signing a Product Liability Disclaimer and Waiver.
- Performing regular maintenance as outlined in the owner's manual, keeping their USA Motortoys, LLC in operating and safe condition.

Termination by Distributor

Distributor may terminate any PitsterPro dealership upon any of the following events:

- Without cause, upon sixty (60) days' advance written notice thereof from USA Motortoys, LLC, or
- In the event any PitsterPro dealership commits a material and substantial breach of its obligations under this Agreement and such breach shall continue for a period of thirty (30) days after written notice of said breach shall be provided by USA Motortoys, LLC to dealership and dealership shall not have cured said breach within said 30-day period or, if such breach is incapable of being cured within said 30-day period and/or dealer has not initiated measures within said 30-day period to cure said breach within a reasonable period of time.

Retail Policy

When a sale is made, the dealer must complete the following:

- When a vehicle is sold, the dealer must have the buyer fill out a compliance card. This form must be filled out before the warrant expires and before the customer leaves. This form must then immediately be returned to USA Motortoys LLC.
- Dealer must test drive the vehicle upon delivery. Please make sure the vehicle is fully operational.
- Dealer must also file a complete "Warranty Registration" form with USA Motortoys LLC.

Receiving and Assembly Instructions

Receiving: (when receiving shipments from USA Motortoys, LLC)

- USA Motortoys LLC is not responsible for any damage that occurs during shipping.
- Dealer must carefully inspect vehicle upon arrival. If damage is found dealer must report it to the shipper at the time of delivery. For more information contact your sales rep. USA Motortoys, LLC recommend the following procedure be used to inspect for vehicle damage upon delivery.
- Remove cardboard packaging from crate
- Visually inspect bike while in the crate noticing any damages from forklifts, etc.
- * Pay attention to possible wheel, engine, fork, seat, frame and plastic.

Visible Damage Procedures

- If there is damage to the crate or carton, please make a legible note of it on the bill of landing.
- Make sure the shipping company driver signs the bill of landing acknowledging the shipping damage.
- Photograph damaged crate or carton (use of a digital camera is recommended)
- Remove carton or crate and photograph any damage
- The shipping company is liable for all expenses relating to visible damage
- File appropriate damage reports with shipping company
- * If shipping damage occurs and the dealer notifies USA Motortoys LLC of damage, we can assist said dealer in filing a claim for the parts

Assembly:

- Follow and complete PitsterPro “Compliance Card” in respect to the following steps.
- Remove packaging
- Install handlebars with provided Allen wrench
- Install front plastic fender with provided Allen wrench
- Install front number plate with provided screwdriver
- Attach handlebar pad
- Install front wheel assembly removing plastic spacer between brake pads. Tighten bolt securely
- Inspect brake and clutch lines for proper routing
- Remove skid plate
- Install foot peg mount with provided Allen wrench
- Re-install skid plate
- Install shift lever
- Make a visual inspection of entire bike, ensuring proper mounting and line routing
- Make sure all bolts on bike are present and tight

*If outsourcing assembly, instruct assemblers of preceding instructions.

Dealer Information

Dealership name:	Dealer Phone number:
Principal Owner name:	Dealer fax number:
Dealer Address:	Dealer City:
Dealer State:	Dealer Zip code:
Federal ID:	Reseller Permit number:
Dealer number:	Email Address:
Lead technician contact:	Contact phone number:
Account Payable contact:	Contact phone number:
Customer service contact:	Contact phone number:
Shipping and receiving contact:	Contact phone number:
Sales/Floor manager:	Contact phone number:

Trade Reference

Company name:	Contact person:
Phone number:	Fax number:
Company name:	Contact person:
Phone number:	Fax number:
Company name:	Contact person:
Phone number:	Fax number:

Bank reference

Bank name:	Contact person
Phone number:	Fax number:
Account number:	

Information

Current makers carried <input type="checkbox"/> Honda <input type="checkbox"/> Suzuki <input type="checkbox"/> Kawi <input type="checkbox"/> Yamaha <input type="checkbox"/> Harley <input type="checkbox"/> Ducati <input type="checkbox"/> Aprilla <input type="checkbox"/> Other	
Lines Carried <input type="checkbox"/> ATV <input type="checkbox"/> Dirt Bikes <input type="checkbox"/> Enduro <input type="checkbox"/> Sports Bike <input type="checkbox"/> Cruisers <input type="checkbox"/> Go carts <input type="checkbox"/> Sand Rails	
What do you see as the most important part of choosing a manufacturer? (MARK ALL THAT APPLY)	
<input type="checkbox"/> More Advertising Package <input type="checkbox"/> Better Warranty <input type="checkbox"/> Better parts service <input type="checkbox"/> Better technical support <input type="checkbox"/> Better homepage	<input type="checkbox"/> Better dealer pricing <input type="checkbox"/> Better Consumer MSRP <input type="checkbox"/> More Freebies <input type="checkbox"/> Design more popular bikes <input type="checkbox"/> More color choices
Where do you advertise on?	
<input type="checkbox"/> Online, webpage <input type="checkbox"/> Cycle Trader online <input type="checkbox"/> Cycle Trader Magazine <input type="checkbox"/> Shows/Fairs <input type="checkbox"/> Mailers and flyers	<input type="checkbox"/> Magazines <input type="checkbox"/> Penny Saver <input type="checkbox"/> News paper <input type="checkbox"/> Radio <input type="checkbox"/> TV

2008 Agreement contract

Please read all preceding policies and regulations before signing the agreement contract. If you have any questions please do not hesitate and call your sales rep immediately. By initiating the following you acknowledge that you have read, understood and agree to policy set forth by USA Motor Toys LLC. Aside from all the rules and regulations there are also informational facts, services offered and forms included with this packet. Please go through each page. Please keep a copy of all forms. If at anytime you need a new copy for whatever reason please call your sales representative immediately.

Application & Policy Agreement

Initial

	The Dealer information provided in this application is complete and correct.
	I have read and fully agree to the General Information and Agreement
	I have read and fully agree to the Responsibilities
	I have read and fully agree to the Warranty
	I have read and fully agree to the Retail Policy
	I have read and fully agree to the Dealer Policy
	I have read and fully agree to the Receiving and Assembly Instructions
	I have read and fully agree to the Visible Damage Procedures
	I have read and fully agree to the Owner Warranty claims

Authorized by: (Owner or Corporate Officer)

Signature:	Title:	Date:
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