



Environmental • Compliance

Representative/Distributor Application Form

Company Information

Company Name: _____ Date: _____

Wholly Owned: Yes _____ No _____ If No, list Parent Company: _____

Mail To: _____ Ship To: _____

Address: _____ Address: _____

City: _____ City: _____

State: _____ Zip: _____ State: _____ Zip: _____

Country: _____ Country: _____

Phone: _____ Fax: _____ Year Est: _____

Website Address: _____

Fed ID: _____ D&B: _____ BIN (Bus ID): _____

Annual Sales: Projected this year: _____ Last Year: _____ Prior Year: _____

Contact Information

How large is your sales staff? In House: _____ Outside: _____

List ALL your SALES related and Upper Management contact information. (Use separate sheet if necessary.)

<u>Name</u>	<u>Title</u>	<u>Phone</u>	<u>E-mail address</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

*Please attach a list of your additional office locations

Other Locations:

<u>Address</u>	<u>City</u>	<u>State/Zip Code</u>	<u>Branch Manager</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

*Please attach a list of your additional office locations



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Background Information

1. **Please describe the markets you serve, and the percentage of your business each market represents. (Automotive, Fabricators, Food, Feed and Grain, Waste Recovery, etc.)**

1. **Please list the TOP company names of manufactures whose product you sell. (Most important to least important.)**

3. **Are you a manufacturer's representative for any of these companies? If Yes, please list.**

4. **Are you a stock distributor for any of these companies? Please select: Yes _____ No _____**

5. **Division of Sales: Retail/Direct: _____ % Web/Internet: _____ % Other: _____ %**

6. **Please define geographical area you service, and include a detailed map.**

7. **Have you sold storm drain protection products before?**

8. **How often do you think NoFlood, Inc personnel should travel with you? _____**

9. **Do you have a: _____ Who is the contact person for this? _____**

Full Line Catalog? Yes _____ No _____ _____

Showroom display? Yes _____ No _____ _____

Marketing Person? Yes _____ No _____ _____

10. **Do you belong to any associations or professional organizations? If Yes, please list.**

Please fill out this application in its entirety. Your acceptance is based on these answers.



Representative/Distributor Application Form

Important Terms and Conditions

Changes and cancellations, and credit and payment terms, accompany all written quotations and are set prior to order placement.

Confidentiality Agreement

Whereas NoFlood, Inc agrees to furnish the undersigned with certain confidential information relating to the sale of products sold by NoFlood, Inc., and whereas the undersigned agrees to review, examine, inspect, or obtain such information for the sale of products manufactured by NoFlood, Inc, the undersigned agrees to hold such information confidential pursuant to the terms of this agreement.

BE IT KNOWN, that NoFlood, Inc has or may furnish to the undersigned certain confidential information including but not limited to: intellectual property, design specifications, price quotes, product literature, and may grant or further allow the undersigned the right to inspect the premises of the business and/or interview employees or representatives of NoFlood, Inc on all of the following conditions:

1. The undersigned agrees to hold all confidential or proprietary information or trade secrets in trust and confidence and agrees that it shall be used only for the contemplated purpose, and shall not be used for any other purpose or disclosed to any third party.
2. At the conclusion of the relationship, or upon demand of IMI, all information, including written notes, photographs, proposal drawings, marketing literature taken or provided in the course of business shall be returned to IMI and that no copies will be made or retained of any written information supplied.
3. This information shall not be disclosed to any employee or consultant unless they agree to execute and be bound by the terms of this agreement.
4. The information shall not be used or disclosed to any employee or consultant for the purpose of competitive practices, including but not limited to, information gathering or future product development.
5. It is understood that the undersigned shall have no obligation with respect to any information know by the undersigned or generally known within the industry prior to the date of this agreement, or becomes common knowledge within the industry thereafter.

Print Name: _____ Title: _____

Signature: _____ Date: _____

Please email your completed application to Info@NoFlood.com

Thank You.

FOR OFFICE USE ONLY

Approved By: _____ **Date:** _____

Security Agreement

(1) Grant of Security Interest. Applicant, as security for the obligations contained herein, hereby grants to NoFlood, Inc a purchase-money security interest in the goods purchased by Applicant from NoFlood, Inc pursuant to this agreement, together with the proceeds, products, increase, issue, accessions, attachments accessories, parts, additions, repairs, replacement and substitutes of, to and for all of the foregoing. Applicant further grants to NoFlood, Inc, a security interest in the personal property of the Applicant wherever located, and now owned or hereafter acquired, including, but not limited to :

(1) accounts, including health care insurance receivables, (2) chattel paper (tangible and electronic), (3) inventory, (4) equipment, (5) instruments, (6) investment property, (7) documents, (8) deposit accounts, (9) letter-of-credit rights, (10) general intangibles, including payment intangibles, (11) supporting obligations, and (12) to the extent not listed above as original collateral all the proceeds, products, increase, issue, accessions, attachments accessories, parts, additions, repairs, replacements and substitutes of, to and for all of the foregoing.

All property listed above in which a security interest is granted is herein called the "Collateral".

(2) Perfection of Security Interests. Applicant authorizes NoFlood, Inc to file a financing statement describing the Collateral. Applicant agrees to execute any further documents, and to take any further actions reasonably requested by NoFlood, Inc to evidence or perfect the security interests granted herein, to maintain the priority of the security interests, or to effectuate the rights granted to NoFlood, Inc herein, including, but not limited to, obtaining control of deposit accounts, investment property, letter-of-credit rights and electronic chattel paper; marking of tangible chattel paper; and where applicable, obtaining the acknowledgment of third parties that they hold Applicant's collateral for the benefit NoFlood, Inc.

(3) Obligations. This security agreement secures the following: (1) Applicant's obligations under this credit application and this security agreement, (2) all of Applicant's other present and future obligations to NoFlood, Inc (3) the repayment of (a) any amounts NoFlood, Inc may advance or append for the maintenance or preservation of the Collateral and (b) any other expenditures that NoFlood, Inc may make under the provisions of this security agreement or for the benefit of Applicant, (4) all amounts owed under any modifications, renewals or extensions of any of the foregoing obligations; (5) other amounts now or in the future owed by Applicant to NoFlood, Inc and any of the foregoing that arises after the filing of a Petition by or against Applicant under the Bankruptcy Code § 362 or otherwise.

(4) Governing Law. This agreement and any modifications hereto shall be subject to the laws of the State of Iowa. This agreement is subject to the Uniform Commercial Code ("UCC"). Any term used in the UCC and not defined in this Security Agreement has the meaning given to the term in the UCC.

(5) Location, State of Organization and Name of Applicant. Applicant warrants that its chief executive office, state of organization and exact legal name are as set forth in the blanks above. Applicant agrees that it will not (a) merge into or consolidate with any other entity, or sell all or substantially all of its assets; (b) change the state of its organization; and (c) change its legal name without providing 30 days prior written notice to NoFlood, Inc

(6) Default. Applicant shall be in default if Applicant fails to comply with any of the provisions of this credit application and security agreement, or if any of the information provided by Applicant on this credit application and security agreement is discovered by NoFlood, Inc to be inaccurate or incorrect. Should Applicant be in default, Applicant will pay to NoFlood, Inc all costs reasonably incurred by it for the purpose of enforcing its rights hereunder, including attorney's fees.

(7) Remedies Upon Default. If Applicant is in default, NoFlood, Inc may pursue any remedy available at law or equity, including those available under the provisions of the UCC, to collect, enforce or satisfy any obligations then owing, whether by acceleration or otherwise. In addition, NoFlood, Inc shall have the right to pursue any of the following remedies separately, successively or simultaneously:

Security Agreement

(i) File suite and obtain judgment and, in conjunction with any action, NoFlood, Inc may seek any ancillary remedies provided by law, including levy of attachment and garnishment;

(ii) Take possession of any Collateral not already in its possession without notice to Applicant and without legal process. Upon the demand of NoFlood, Inc Applicant will assemble and make the Collateral available to NoFlood, Inc as it may direct. Applicant grants to NoFlood, Inc the right for this purpose, to enter into or on any premises where Collateral may be located; and

(iii) Without taking possession, sell, lease or otherwise dispose of the Collateral at public or private sale in accordance with the UCC. Unless required by the UCC or other applicable law, NoFlood, Inc is not required to provide notice, written or otherwise, to Applicant prior to the exercise any of the remedies provided for herein.

(8) Foreclosure Procedures.

a. No Waiver. No delay or omission by NoFlood, Inc to exercise any right or remedy accruing upon any default shall: (a) impair any right or remedy, (b) waive any default or operate as an acquiescence to the default, or (c) affect any subsequent default of the same or of a different nature.

b. Notices. NoFlood, Inc shall give Applicant such notice of any private or public sale as may be required by the UCC. No other notices are required.

c. Condition of Collateral. NoFlood, Inc has no obligation to clean up or otherwise prepare the Collateral for sale.

d. No Obligation to Pursue Others. NoFlood, Inc has no obligation to attempt to satisfy Applicant's obligations by collecting them from any other person liable for them and NoFlood, Inc may release, modify or waive any collateral provided by any other person to secure any of the obligations, all without affecting the rights of NoFlood, Inc against Applicant. Applicant waives any right it may have to require NoFlood, Inc to pursue any third person for any of Applicant's obligations.

e. Compliance With Other Laws. NoFlood, Inc may comply with any applicable state or federal law requirements in connection with a disposition of the Collateral and compliance will not be considered adversely to affect the commercial reasonableness of any sale of the Collateral.

f. Warranties. NoFlood, Inc may sell the Collateral without giving any warranties as to the Collateral. NoFlood, Inc may specifically disclaim any warranties of title or the like. This procedure will not be considered adversely to affect the commercial reasonableness of any sale of the Collateral.

g. Sale on Credit. If NoFlood, Inc sells any of the Collateral upon credit, Applicant will be credit only with payments actually made by the purchaser, received by NoFlood, Inc and applied to the indebtedness of the Purchaser. In the event the purchaser fails to pay for the Collateral, NoFlood, Inc may resell the Collateral and Applicant shall be credited with the proceeds of the sale.

h. Purchases by Secured Party. In the event NoFlood, Inc purchases any of the Collateral being sold, NoFlood, Inc may pay for the Collateral by crediting some or all of the obligations of the Applicant.

i. No Marshaling. NoFlood, Inc has no obligation to marshal any assets in favor of Applicant, or against or in payment of any other obligation owed to NoFlood, Inc by Applicant or any other person.

Miscellaneous. NoFlood, Inc may assign its rights and interests under this agreement. Applicant waives and will not assert against NoFlood, Inc except defenses which cannot be waived. Applicant may not assign its rights under this agreement.



Security Agreement

Severability. Should any provision of this agreement be found to be void, invalid or unenforceable by a court or panel of arbitrators of competent jurisdiction, that finding shall only affect the provisions found to be void, invalid or unenforceable and shall not affect the remaining provisions of this agreement.

Notices. Any notices required by this agreement shall be deemed to be delivered when a record has been (1) deposited in any United States postal box if postage is prepaid, and the notice properly addressed to the intended recipient, (2) received by telecopy, (3) received through the Internet or (4) when personally delivered.

Headings. Section headings used in this Security Agreement are for convenience only. They are not a part of this Security Agreement and shall not be used in construing it.

Rules of Construction, Integration and Modifications.

- a. No reference to “proceeds” in the security agreement authorizes any sale, transfer or other disposition of the Collateral by the Applicant.
- b. “Includes” and “Including” are not limiting.
- c. “Or” is not exclusive.
- d. “All” includes “any” and “any” includes “all”.
- e. This agreement is the entire agreement of the Application and NoFlood, Inc concerning its subject matter.
- f. Any modification to this agreement must be made in writing and signed by the party adversely affected.

Full exact legal name of business

Applicants Signature or authorized office

Title

Date



Help Us Go Green!

In an effort to “Go Green”, we are asking all customers to please provide us with a valid email address where all invoices, statements, and credits may be sent to.

Company:

Email:

Thank You!
Tab Downare
NoFlood[®], Inc



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Standard Terms and Conditions

Upon approval of credit, the following terms shall govern all transactions between the Debtor and the Creditor “NoFlood Inc”:

Standard Terms: NET 30 Days from invoice date

Finance Charge: 21%APR may be charged starting 15 days past the due date of the invoice Credit Limit (without signed Personal Guaranty or Irrevocable Letter of Credit): \$5,000.00 Restocking Fee: 15% on all returned merchandise

*If the “Debtor” is requesting a credit limit above \$5,00.00, then the “Debtor” shall do one of the following:

- 1) Sign and return the attached “Personal Guaranty”, or
- 2) 2) Provide the Creditor “NoFlood, Inc” with an “Irrevocable Letter of Credit” from the “Debtor’s” financial institution before a credit limit above \$5,000.00 will be approved.

The undersigned has fully read and accepts the above Standard Terms & Conditions:

Debtor:_____

By: X_____ (Approved Company Official)

Print Name:_____



Personal Guaranty

Title of underlying agreement: Credit Agreement Between _____
and NoFlood, Inc

Name of underlying borrower: _____

Now, Therefore, in order to induce Creditor to enter into the Underlying Agreement and perform hereunder, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Guarantor does hereby covenant and agree with the Creditor as follows:

1. As used in this Guaranty, the term "Underlying Agreement" shall include any and all other documents and agreements entered into pursuant to, or in connection with the Underlying Agreement, and any all future amendments, modifications and/or extensions thereof. The "Underlying Agreement" refers to the credit application and the terms listed herein the Guaranty form. Guarantor has represented to Creditor that is in the direct interest and to the direct economic benefit of Guarantor that Creditor enter into and perform pursuant to the Agreement, and therefore Guarantor has agreed to unconditionally and absolutely guaranty Debtor's complete and timely performance of all Debtor's obligations set forth in the Underlying Agreement, as more particularly set forth below.

2. Guarantor hereby unconditionally, irrevocably and absolutely guarantees to Creditor "NoFlood, Inc", it's successors and assigns: (A) that all sums now or hereafter due Creditor from Debtor under the Underlying Agreement (including without limitation, interest, damages, costs, expenses, attorneys' fees and penalties) will be fully paid when and as due, whether by acceleration or otherwise without delinquency or default; and (B) the complete and timely performance by Debtor of all the terms, promises, conditions and covenants of the Underlying Agreement.

3. In the event of any default by Debtor in the payment of any amount due and/or the performance of any of its other obligations, at any time and from time-to-time, under the Underlying Agreement, Guarantor shall fully pay, perform and discharge the same. Guarantor is considered in default in all of the following, but not limited to (i) the term of Net 30 with a 15 day Grace Period has been exceeded, (ii) is at the sole discretion of NoFlood, Inc and can default anyone whom it deems necessary. Guarantor shall pay, perform and discharge all obligations hereunder upon demand by Creditor, and covenants and agrees that Creditor may proceed directly against Guarantor without first proceeding or making claim or exhausting any remedy against Debtor, any other third party, any other guarantor, or any property, or pursuing any particular remedy or remedies available to Creditor. Guarantor agrees to pay to Creditor all of Creditor's costs, expenses and reasonable attorneys' fees incurred in enforcing the terms of the Underlying Agreement and/or this Guaranty. Guarantor shall be and remain liable for any deficiency following the foreclosure of any collateral securing the Underlying Agreement, whether or not the liability of Debtor thereunder is discharged by foreclosure.

4. This Guaranty shall be deemed to have been made in Lee County, Florida and shall be governed by and interpreted in accordance with the laws of the State of Florida without regard to Florida's choice of law considerations. Any and all actions or proceedings arising directly or indirectly from this Guaranty shall be litigated in courts located in Lee County, Florida. Guarantor consents to the personal jurisdiction of any local, state or federal court located within the State of Florida. Guarantor hereby waives its right to a trial by jury in any action arising from or otherwise associated with this Guaranty and/or the Underlying Agreement.



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5. Guarantor agrees that, in the event of any one or more of the following, neither Guarantor's obligation to make payments in accordance with the terms of this Guaranty, nor any remedy for the enforcement of this Guaranty, shall be impaired, modified, changed, release, or limited in any manner whatsoever by any impairment, modification, change, release or limitation of the liability of Debtor or its estate in bankruptcy or of any remedy for the enforcement resulting from the operation of any present future provision of the federal Bankruptcy Code or from the decision of any court: (A) Debtor shall become insolvent or shall be adjudicated to a bankrupt, (B) Debtor shall file a petition for reorganization, (C) Debtor shall seek a judicial readjustment of the rights of its creditors under any present or future federal or state law, (D) a receiver of all or part of Debtor's property and assets is appointed by any state or federal court, and in any such proceeding any of the Underlying Agreement shall be terminated or rejected or the obligations of Debtor thereunder shall be modified, in which case Guarantor shall immediately pay to Creditor, its successors or assigns, an amount equal to the some of (i) all amounts due or delinquent as of the date of termination, (ii) all other amounts due or to become due to Creditor under the terms of the Underlying Agreement (including without limitation, interest, damages, costs, expenses, attorney's fees and penalties), and (iii) interest on the amounts listed in (i) through (iii), above, at the rate of twenty- five percent per annum, or at the highest rate allowed by applicable law, whichever rate is lower, from the date of termination, rejection, or modification.

6. If there is more than one undersigned Guarantor, each such Guarantor understand and agrees that he/ she is individually, jointly and severally liable for all, and not merely a pro rata portion, of the obligations and amounts described herein. This Guaranty contains the entire agreement between Guarantor and Creditor with respect to Guarantor's guaranty of the Debtor's obligations under the Underlying Agreement. This Guaranty may be modified only in writing signed by Guarantor and an executive officer of the Creditor. Guarantor and Creditor agree that a photocopy, carbon copy, facsimile or other reproduction of this Guaranty with the Guarantor's reproduced signature thereon shall be as valid and binding as the original-signature document and shall be treated as genuine and authentic as the original for all purposes.

GUARANTOR 1: _____
By: X

GUARANTOR 2: _____
By: X

GUARANTOR 2: _____
By: X

GUARANTOR 2: _____
By: X

Print Name: _____

Print Name: _____

Home Address: _____

Home Address: _____

Social Security Number: _____

Social Security Number: _____

Date of Birth: _____

Date of Birth: _____