

become a LR/EI Dealer

Thank you for your interest in becoming a dealer!

We have included all the paperwork for setting up your new account. Please review this packet. Complete, then mail, fax or email these required forms to our address listed below:

- Dealer Application
- U.S. only- Uniform Sales & Tax Certificate —Multijurisdictional- *You must fill out and sign a sales and use tax certificate for each state you sell.*
- Copy of Sales Tax Certificate of Registration (U.S. only)
- Opening/Initial Order (\$300.00 minimum)
- Credit Card Authorization Form (optional)

Learning Resources / Educational Insights
380. N. Fairway Drive
Vernon Hills, IL 60061
Fax: 847-281-1773
Email: dealerapp@learningresources.com

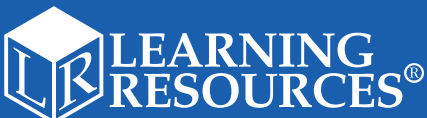
If you have questions on how to complete the forms in the dealer packet, please direct all inquiries to dealerapp@learningresources.com. We look forward to doing business with you.

Best regards,

Scott McCabe

VP Sales & Business Development

Learning Resources & Educational Insights



Educational
Insights®

380 N. Fairway Drive • Vernon Hills, IL 60061



Dear Business Partner,

Effective January 1, 2014, Learning Resources and Educational Insights have adopted and instituted a “Third Party Internet Retailer Sales Policy” applicable to the resale of our products on third party websites known as “Internet marketplaces”.

In recent years, we have seen prices for our products resold on Internet marketplaces decline in a troubling fashion. While we support our business partners who sell via the Internet, we must take steps to protect the long term value of our brands. We must also protect our many retailers who invest in marketing our products on their store shelves, in their own catalogs and on their own websites.

We are introducing the policy described below to address this situation. This policy will be effective as of January 1, 2014.

2014 Learning Resources/Educational Insights Third Party Internet Retailer Sales Policy

- The company will not open new accounts for retailers which do not have their own store, catalog or website or which derive the majority of their sales from Third Party Websites (as defined below). This decision will be made solely at our discretion.
- For purposes of this policy, a Third Party Website is any website which accepts third party sellers (otherwise known as “Internet marketplaces”) and is not independently-owned, operated and controlled by the retailer seeking to establish the new account. By way of example, Amazon.com and eBay.com are considered Third Party Websites.
- The company will no longer offer direct shipments for its existing dealers to Fulfillment Centers owned by Third Party Websites. This policy does not apply to custom product produced by Learning Resources/Educational Insights for any dealer.
- The company does not prohibit sales on Third Party Websites. However, all existing dealers selling a majority of our product on Third Party Websites will no longer be entitled to freight allowances and may not participate in any extended credit or dating programs.

Learning Resources/Educational Insights is committed to ensure the long term value of our many brands and to protect the investment our independent business partners make when they sell Learning Resources and Educational Insights products.

We sincerely appreciate your continued support and your understanding of our strategic vision to protect our brands now and for the future.

380 N. Fairway Drive • Vernon Hills, IL 60061
847.573.8400 • 800.222.3909 • fax 847.573.8425

Dealer Application

PLEASE PRINT OR TYPE

Company Name: _____ D/B/A: _____
 Street Address: _____
 City: _____ State: _____ Zip+4: _____
 Telephone: _____ Fax: _____ Email: _____
 Buyer: _____ Phone: _____
 Accounts Payable: _____ Phone: _____
 Order Confirmation Contact (Required) _____ Email: _____

BUSINESS TYPE	(check only one)
Sole Proprietorship	<input type="checkbox"/>
Partnership	<input type="checkbox"/>
Corporation	<input type="checkbox"/>
LLC	<input type="checkbox"/>

BUSINESS LINE	(check only one)
Toy	<input type="checkbox"/>
Education	<input type="checkbox"/>
Other (please specify)	

PRIMARY CUSTOMER BASE	(check only one)
Retail	<input type="checkbox"/>
Catalog	<input type="checkbox"/>
Internet	<input type="checkbox"/>
OEM	<input type="checkbox"/>
Distributor	<input type="checkbox"/>

KEY PERSONNEL

Name/Title: _____ Name/Title: _____
 Name/Title: _____ Name/Title: _____
If sole proprietorship or partnership, please list names and home addresses of owners.

Name: _____ Name: _____
 Street Address: _____ Street Address: _____
 City: _____ City: _____
 State: _____ Zip+4: _____ State: _____ Zip+4: _____
 Telephone: _____ Telephone: _____
 Social Security #: _____ Social Security #: _____

SPECIAL INSTRUCTIONS (answer required):

Routing Guides/Special Labels Yes No
 EDI Required Yes No Possible In Future (provide dates)

All information is handled in strict confidence.

Type of account being requested (check one): Credit Prepay

If you are requesting credit terms, please complete the following section.

Estimated line of credit requested: _____

CREDIT INFORMATION—Bank Reference (provide information below or attach to application)

Bank: _____ Branch: _____ Account Number: _____
 Name of Banker _____
 Street Address: _____
 City: _____ State: _____ Zip+4: _____
 Telephone: _____ Fax: _____
 Email: _____

Trade References—please list three commercial trade references where you purchase on open account

Name: _____ Account Number: _____
Contact Person: _____
Street Address: _____
City: _____ State: _____ Zip+4: _____
Telephone: _____ Fax: _____
Email: _____

Name: _____ Account Number: _____
Contact Person: _____
Street Address: _____
City: _____ State: _____ Zip+4: _____
Telephone: _____ Fax: _____
Email: _____

Name: _____ Account Number: _____
Contact Person: _____
Street Address: _____
City: _____ State: _____ Zip+4: _____
Telephone: _____ Fax: _____
Email: _____

Enclosing a copy of your most recent financial statements may permit us to approve a higher credit limit to better serve your needs.

IF YOUR COMPANY IS TAX EXEMPT YOU MUST INCLUDE A COPY OF YOUR CERTIFICATE OF REGISTRATION AND FILL OUT AND SIGN THE ATTACHED TAX FORM FOR EACH STATE IN WHICH YOU HAVE NEXUS AND FORWARD IT WITH YOUR COMPLETED CREDIT APPLICATION.

The following terms and conditions of sale must be signed by all accounts.

AGREEMENT: *As a routine part of the application process bank and trade references are requested. Therefore, the applicant authorizes the release of any related information requested by telephone, fax or mail as part of normal credit approval procedures. Applicant agrees that extension of credit by Seller, (including affiliates individually and collectively seller) shall be subject to and in consideration of the following terms and conditions.*

1. If a credit limit is extended by one or both sellers, each will be independent of the other and not combined. No set-offs may be made without the written authorization of Seller.
2. Payment of all accounts due, as evidenced by the account, shall be made no later than the due dates as indicated on each invoice under the “terms”. The applicant further agrees and understands that full payment is due within terms of sale, and that if payment is not made within the period, the account may accrue a service charge in the amount of 1 ½% per month on the unpaid balance of any outstanding invoice until paid.
3. No returns shall be made without written authorization of Seller.
4. **N. S. F. checks may cause an account to be placed on immediate cash in-advance status.**
5. **N. S. F. checks will incur a \$30.00 processing charge for each occurrence.**
6. In the event of a shortage or dispute, applicant must notify **SELLER** within 15 days of receipt of merchandise, specifying the invoice number, nature of dispute and amount under dispute.
7. If Applicant fails to pay the account balance when due, and if Seller in its sole judgment deems it necessary to engage a licensed collection agency or an attorney for legal action, Applicant agrees that it shall pay, in addition to the account balance, all charges of the collection agency and legal fees and expenses.
8. Applicant and Seller agree that all disputes arising under, in connection with or related to this agreement or any other matter shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Illinois. This choice of jurisdiction and venue is intended by the parties to be mandatory. **THE PARTIES WAIVE THEIR RIGHT TO TRIAL BY JURY FOR ALL DISPUTES BETWEEN THE PARTIES.**
9. Applicant agrees to immediately notify **SELLER** of any change in ownership form of said business or address.

I certify that all information given is correct, and that I have read and agreed to abide by the terms and conditions.

COMPANY NAME: _____

PRINT NAME AND TITLE: _____

AUTHORIZED SIGNATURE/ DATE: _____

****Application must be completed and signed in its entirety to process. Fax may serve as original. ****

UNITED STATES UNIFORM SALES & USE TAX CERTIFICATE—MULTIJURISDICTION

The below-listed states have indicated that this form of certificate is acceptable, subject to the notes on pages 2-4. The issuer and the recipient have the responsibility of determining the proper use of this certificate under applicable laws in each state, as these may change from time to time.

Issued to Seller: **Learning Resources / Educational Insights**
 Address: **380 N Fairway Drive, Vernon Hills, IL 60061**

I certify that:

Name of Firm (Buyer): _____
 Address: _____

is engaged as a registered

- Wholesaler
- Retailer
- Manufacturer
- Seller (California)
- Lessor (see notes on pages 2-4)
- Other (Specify) _____

and is registered with the below listed states and cities within which your firm would deliver purchases to us and that any such purchases are for wholesale, resale, ingredients or components of a new product or service¹ to be resold, leased, or rented in the normal course of business. We are in the business of wholesaling, retailing, manufacturing, leasing (renting) the following:

Description of Business: _____

General description of tangible property or taxable services to be purchased from the seller: _____

State	State Registration, Seller's Permit, or ID Number of Purchaser	State	State Registration, Seller's Permit, or ID Number of Purchaser
AL ¹	_____	MO ¹⁶	_____
AR	_____	NE ¹⁷	_____
AZ ²	_____	NV	_____
CA ³	_____	NJ	_____
CO ⁴	_____	NM ^{4,18}	_____
CT ⁵	_____	NC ¹⁹	_____
DC ⁶	_____	ND	_____
FL ⁷	_____	OH ²⁰	_____
GA ⁸	_____	OK ²¹	_____
HI ^{4,9}	_____	PA ²²	_____
ID	_____	RI ²³	_____
IL ^{4,10}	_____	SC	_____
IA	_____	SD ²⁴	_____
KS	_____	TN	_____
KY ¹¹	_____	TX ²⁵	_____
ME ¹²	_____	UT	_____
MD ¹³	_____	VT	_____
MI ¹⁴	_____	WA ²⁶	_____
MN ¹⁵	_____	WI ²⁷	_____

I further certify that if any property or service so purchased tax free is used or consumed by the firm as to make it subject to a Sales or use Tax we will pay the tax due directly to the proper taxing authority when state law so provides or inform the seller for added tax billing. This certificate shall be a part of each order which we may hereafter give to you, unless otherwise specified, and shall be valid until canceled by us in writing or revoked by the city or state.

Under penalties of perjury, I swear or affirm that the information on this form is true and correct as to every material matter.

Authorized Signature: _____

Title: _____

Date: _____

Credit Card Authorization Form

Company Name: _____

Account ID Number: _____

Credit Card Type: Visa Mastercard American Express

Card Number: _____

Expiration Date: _____

3 or 4 digit Security Code: _____

Name As It Appears on the Card: _____

Authorization Signature _____

Today's Date _____

******ALL CREDIT CARD PAYMENTS OVER \$5,000 WILL BE CHARGED AN ADMINISTRATIVE FEE AT THE TIME OF PAYMENT******

****DISCLAIMER**** - This is for your initial order only.
This form will not be kept on file.

