



METRO TRADING ASSOCIATION

www.metrotrading.com

445 S. Livernois, Suite 216 • Rochester Hills, Michigan 48307 • (248) 244-0000 • FAX (248) 244-0012
Toledo, Ohio • (419) 842-0000

OFFICE USE ONLY

PAYMENT	
CHECK#	DATE
ACCOUNT NUMBER	

MEMBERSHIP APPLICATION

ABOUT YOUR BUSINESS

Please print all information exactly as you wish it to appear on your membership cards.

COMPANY NAME		YEAR ESTABLISHED	AREA CODE / PHONE #
ADDRESS	CITY		STATE / ZIP CODE + 4
MAILING ADDRESS	CITY		STATE / ZIP CODE + 4
FAX #	E-MAIL	WEBSITE	
BUSINESS NAME (AS SHOWN ON TAX RETURN)		INCORPORATED? <input type="checkbox"/> YES <input type="checkbox"/> NO	BUSINESS TYPE: <input type="checkbox"/> Individual/Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company
EMPLOYER IDENTIFICATION NUMBER (EIN)		SOCIAL SECURITY #	

ABOUT YOU

Please print all information exactly as you wish it to appear on your membership cards.

1. OWNER'S LAST NAME	FIRST	INITIAL	TITLE
HOME ADDRESS	CITY		STATE / ZIP CODE + 4
SOCIAL SECURITY #	DATE OF BIRTH	EMAIL ADDRESS	CELL #
2. OWNER'S LAST NAME	FIRST	INITIAL	TITLE
HOME ADDRESS	CITY		STATE / ZIP CODE + 4
SOCIAL SECURITY #	DATE OF BIRTH	EMAIL ADDRESS	CELL #

ADDITIONAL CARD HOLDERS

Please print all information exactly as you wish it to appear on your membership cards. Please use additional sheet if necessary

NAME	RELATIONSHIP/TITLE	EMAIL
NAME	RELATIONSHIP/TITLE	EMAIL

ADDITIONAL INFORMATION

SPONSOR	1. DIRECTORY CATEGORY	1. IMMEDIATE NEEDS
TRADING TERMS	2. DIRECTORY CATEGORY	2. IMMEDIATE NEEDS
SPECIAL TERMS	3. DIRECTORY CATEGORY	3. IMMEDIATE NEEDS

AUTOMATIC PAYMENT INFORMATION

I hereby authorize MTA to bill my Discover, Visa, Mastercard, or American Express for cash due on my account

CHECK ONE <input type="checkbox"/> DISCOVER <input type="checkbox"/> MASTERCARD	<input type="checkbox"/> VISA <input type="checkbox"/> AMEX	CREDIT CARD #	EXP. DATE	NAME ON CARD (Please Print)	SECURITY CODE
CREDIT CARD BILLING ADDRESS		CITY		STATE / ZIP CODE + 4	

AGREEMENT The above named applies for membership in Metro Trading Association (MTA) for the privilege of trading goods and services with other members. If accepted for membership, the applicant understands a cash transaction fee of 6% per transaction and a maintenance fee of \$19.00 trade and \$19.00 cash will be billed monthly. The applicant agrees to abide by the terms and conditions set forth on the reverse side of this application under Rules & Procedures of Metro trading Association. An officer, partner or proprietor of the firm must sign this application to authorize membership. Title must be indicated. Where he or she signs the application, and it is signed only once, he or she will be signing both as an individual and as the authorizing officer. By signing this application, the individual and the firm, through its authorizing officer, agree to be liable for and to pay all indebtedness to MTA at the time of termination. The one-time membership fee of \$499.00 _____ submitted with this application will be returned promptly by MTA if the application is not accepted for membership. MTA guarantees \$499.00 in new sales during the first year. If membership is terminated at the end of one year, the unfulfilled portion of the guarantee will be refunded promptly. I hereby authorize MTA to collect fees in accordance with the above automatic payment information.

APPLICANT SIGNATURE / TITLE	DATE	SALES REPRESENTATIVE	DATE
APPLICANT SIGNATURE / TITLE	DATE	MTA OFFICER / TITLE	DATE
		CREDIT LINE	

RULES AND PROCEDURES OF METRO TRADING ASSOCIATION

100% MEMBER - Member who buys and sells using no cash. A service fee is charged on each transaction.

SPECIAL MEMBER - Member is authorized in writing by Metro Trading Association to charge the buyer a portion of the total sale in cash, and the remainder in trade credit. A service fee is charged on the trade portion only. A special member is permitted to deal as a buyer with 100% members using no cash.

NON-PUBLISHED MEMBER - Member who requests not to be published in the directory. A member who wishes to purchase from a non-published member must obtain an authorization number from MTA on each transaction, prior to purchase.

NEGOTIATED SALES - A percentage of cash to trade credit may be negotiated on each sale in excess of \$5,000.00. All negotiated sales must be approved in advance by Metro Trading Association. A service fee will be charged on the full amount of all negotiated sales.

MEMBERSHIP COMMITTEE - An advisory committee established by Metro Trading Association to review compliance with these trading rules and procedures. The committee may recommend censure, suspension or expulsion of a member determined to be in non-compliance. In addition, the membership committee will review any reports of poor service and/or performance. Cancellation may be recommended for any member that has received three (3) or more verified complaints of this type.

TRADE CEILING - A level of credit deemed appropriate by a member on his application with a minimum ceiling set at \$5,000.00. When a member reaches his ceiling, the member may, after notifying the Association, temporarily accept no further credit until the balance is lowered to \$2000.00.

PREFERRED CREDIT MEMBER - At the discretion of MTA, a member may be granted the privilege of a no-interest credit line, an amount equal to his initial membership fee and first year dues. MTA reserves the right to rescind this privilege if a member's account is delinquent in paying their cash fees or if the member's trade deficit exceeds the credit line.

PRE-PAID CARD - Members may purchase a pre-paid card for any denomination for their employees or immediate family members only. Pre-paid cards will be issued only to those members who have credit available and whose fees are current. Standard fees apply. Lost or expired pre-paid cards will not be reissued. All purchases made with a pre-paid card must be authorized.

GIFT CERTIFICATES - Gift certificates will be issued only to the employees of current members. Gift Certificates are valid for 90 days. Expired gift certificates will not be reissued. Claims for lost gift certificates must be submitted to the Association in writing prior to the expiration date. The gift certificate will be reissued sixty (60) days after the expiration date of the original certificates. In the event gift certificates must be reissued, a service charge will be assessed.

1. A member will sell a good and/or service for 100% credit, or a ratio of cash to trade credit agreed to in advance by Metro Trading Association. A member will sell a good or service at prevailing retail price to the other members in good standing. The trade selling price will be the same as the cash selling price. Members agree to use the proper accounting forms. A penalty of 20% cash service fee is charged whenever a member trades without using the Association's billing mechanisms. Direct trading with other members without using Association's billing mechanism is prohibited.

2. The Association retains the right to inquire into all allegations concerning sales to members at prices higher than the seller's current prevailing level for cash customers as well as demands for part payment in cash not authorized by prior written approval of the Association. Excessive charging is a violation of these rules and procedures. The Association reserves the right to fine and/or cancel membership of a member found guilty of this practice.

3. Trade transactions between clients are entered into on a voluntary basis. The Association is not responsible for verbal commitments or responsible if a member cannot find satisfactory products and services to buy from other members. Although MTA may give referrals and act in our brokerage function and record trades, any disputes are only between the buyer and the seller and shall be settled by themselves. Members may request funds to be held in escrow by Metro Trading Association in writing within 60 days of the transaction. It is the complainant's responsibility to notify MTA of any settlements or pending litigation. If MTA receives no notice within 90 days of the complaint, the disputed funds will be returned to the complainant.

We make no representation of warranty either express or implied, and disclaim all liability as to the fitness, quality, delivery date, merchantability, prices or any term of any trade transaction. You do hereby indemnify and hold us harmless with respect to any claim, debt, damages, cost or liability whatsoever, arising out of any transaction where you are a buyer or seller.

4. All purchases must be approved by the Association prior to sale, and have an authorization number assigned to each transaction. Authorizations may be obtained 24 hours a day, seven days a week. MTA will not guarantee any transaction without an authorization number. Authorizations will be posted automatically to the seller and buyers account. A member may request an authorization not be posted automatically and have an expiration date assigned by obtaining the authorization from their broker. Purchases will be limited to the member's current trade balance and established line of credit. Lines of credit must be approved and authorized by an officer of the Association. A financial statement, promissory note or equivalent collateral may be required by the Association prior to credit approval.

5. It is the seller's responsibility for acquiring an authorization number and securing the signature of the buyer on an invoice/purchase order and/or trade slip. Any transaction received by the Association without an authorization number and/or the buyer's signature may be returned to the seller for appropriate action. The seller has sole responsibility to prove that a transaction took place. If the seller cannot provide the necessary documentation to Metro Trading Association, it will be the responsibility of the seller to collect from the buyer. All tips, sales tax, and gratuities are to be paid by the buyer in cash at the time of purchase. Statements are considered correct if the Association is not notified in writing within 30 days of the date of the statement.

6. Trade credits shall not be considered as legal tender or as a security by either the Association or its members. Trade credits may not be converted into cash, except as provided in these trading rules and procedures.

7. Metro Trading Association membership cards issued to members shall remain the property of the Association and must be returned upon request of the Association. Memberships and membership cards cannot be transferred or sold. The Association may request a selling member to ask a purchasing member to surrender his membership card. The selling member must forward the card to the Association within three (3) business days. If the purchasing member refuses to surrender his card, the Association is to be immediately notified. No sales are to be transacted without presenting a valid, unexpired membership card. Seller assumes all risk if business is transacted without a valid membership card. Cardholder understands, acknowledges and agrees that use of the membership card consummates a transaction of purchase with a selling member.

8. Metro Trading Association reserves the right to modify its terms, rules, procedures and conditions of accepting new members at any time. MTA may assign this agreement at any time without notice. The Association shall, from time to time, publish bulletins or directories containing modifications or additions to these rules and procedures which mem-

bers agree to abide by. The parties understand and acknowledge that neither party hereto is the partner, joint venture nor agent of the other, and that each enters into this agreement as independent contractors.

Metro Trading Association operates solely as a service organization for the convenience of the members. All members must be treated by other members with the same courtesy and full service as extended to cash customers.

9. Metro Trading Association reserves the right to cancel, suspend, and terminate a member's trading privileges. If a member has credit in his account at the time of termination, the member agrees to spend such credits for goods and services offered by other members within 90 days. A pre-paid barter card or gift certificates may be issued after a 60 day period of inactivity and upon receipt of all fees due. Any trade credits not spent in the 90 day period will be forfeited.

If a member is indebted to the Association at the time of termination, the member agrees to pay such amount in cash to the Association at the time of termination. Cash payment is required for all fees plus the amount of purchases exceeding sales (i.e. fees plus debit balance) whenever membership is canceled, authorized credit limit is exceeded or member refuses to sell at the agreed percentage. A member may cancel membership by providing MTA with thirty (30) days written notice and by fulfilling the rules and procedures applicable to termination provided for in these rules.

10. The member understands, acknowledges and agrees that use of Metro Trading Association membership card to consummate a transaction of purchase with the selling member is the equivalent of writing a check, and accordingly unauthorized or overextended use of the card will subject the user to the same responsibility under the law as a person writing checks with insufficient funds. A cardholder agrees to never, at any time transact a purchase unless there is sufficient credit in the member's account to cover the transaction. Possession of a valid card does not imply the cardholder has been granted a line of credit. A cardholder understands and acknowledges that the card is not a credit, but rather a device through which Metro Trading Association acts as a clearinghouse and third party record-keeper. Neither Metro Trading Association, nor a selling member may extend any credit, arrange for an extension of any credit, or make any loans to the cardholder by virtue of the cardholder's use of the membership card. A line of credit can be established by prior written agreement with an authorized representative of the Association. MTA has the right to make whatever credit investigation we may deem appropriate.

11. Any card lost or stolen should be reported to Metro Trading Association. A service fee will be charged for replacement cards. A request for a change of account number will result in an additional \$25.00 cash fee. A cardholder shall not be liable for any charges incurred by the use after the Association's receipt of such notice. Otherwise, a cardholder will be responsible and liable to the selling member and Association for the total amount of the purchase price of all merchandise and/or service through the use of the card whether authorized or not, including all fees payable to the Association. If a member orders additional cards, he is responsible for them and authorizes such users as he names to draw against the entire account. All such users have the same rights and obligations of the member with respect to usage of their card, as if they signed the membership application agreement. The member agrees to indemnify the Association and hold the Association free and harmless from any liability or loss suffered by reason of such user's use of the member's card. A member is responsible for the use of the card, both corporately and personally.

12. If a member is in a debit position, and he refuses to accept trade credit from another member in good standing, then in such event, all amounts due and owing to the Association, be it cash or trade credit, will become immediately due and payable in cash. The Association shall have the right to enforce collection through the appropriate judicial proceeding, and the member will bear the expense thereof, including the attorney's fees. In the event that legal action must be taken by the Association against a member to enforce any provision of these rules and procedures, the Association shall be entitled to recover cash simple interest at the rate of 10% per year from the day of default until payment. A breach of these rules by a member may, in addition to all of the other rights, do one or more of the following:

- Charge a member \$250.00 for each violation.
- Cancel or suspend privileges of membership and/or demand payment in full of all debit balances in cash.
- Notify other members they are no longer to trade through the Association with the defaulting member
- Require that all or a portion of fees be paid in advance.

13. Should an account have no activity (i.e. sales or purchases) for period of nine (9) months, the membership will be subject to termination, as provided in these rules, and all trade credits will be forfeited. MTA reserves the right and sole discretion to suspend the trading privileges of any member with outstanding cash fees which are more than sixty (60) days past due. The trading privileges of suspended accounts shall be reinstated upon payment of all past due fees. MTA shall have the right, at its sole discretion, of settling past due cash fees by charging a 400% penalty in trade dollars on the total cash owed. The member so penalized may reverse this transaction by making the cash payment within thirty (30) days of such penalty. Furthermore, if such cash fees remain delinquent beyond 120 days, MTA shall have the right to terminate that member's account, as provided for in these rules, and all trade credits will be forfeited.

14. Members acknowledge and grant to MTA the right and power to regulate and control the number of trade credits within the Association.

All members recognize and grant to MTA, its shareholders and officers the right and power to borrow from the Association and to spend an aggregate amount not to exceed two (2) years' earning of trade credits.

15. In the event Metro Trading Association terminates or ceases to exist or function, all members in a debit position with respect to their Association account will pay the amount they owe in cash, not trade credits, one (1) trade dollar being equal and equivalent to (1) dollar in cash, United States currency into a fund. The fund, less expenses, will be distributed pro rata to all members who are in a credit position with respect to their Association account. Thus, all members in a credit position will receive cash for their trade credits to the extent the fund permits. The Association shall not be liable to any member in Metro Trading Association beyond the distribution of such funds as aforesaid.

16. If a member chooses to make a purchase in excess of his sales, the member goes into a debit position. A monthly charge of 1.5% will be made on such debit to be used on behalf of all members to offset any expenses and bad debt incurred by the Association.

17. Each and every term or provision contained in the agreement is severable from every other term or provision herein. If any provision or term in this agreement shall be invalid, illegal or unenforceable, it shall not effect the validity, legality or enforceability of the remainder or any other provision or term in this agreement which shall remain valid, legal, and forcible in full force and effect.

18. MTA retains the right to make credits available to members only if cash fees are current, and also retains the right to apply a \$20.00 or 1.5% (whichever is greater) late fee to delinquent cash fees.

19. This agreement is the entire agreement between the parties and no representations are binding unless reduced to writing. This contract is originated in Troy. Any legal actions arising out of member participation with MTA will be in the jurisdiction of Troy.