



200 South Street
 Tracy, MN 56175
 (800) 328.9433 Tel
 (507) 629.3388 Fax

ADO MEMBERSHIP APPLICATION AND GROUP PLAN AGREEMENT

We appreciate the opportunity to serve you.

CREDIT APPLICATION

Date: _____

The Member (defined below) and Guarantor(s) (defined below) hereby submit this Membership Application and Group Plan Agreement ("Agreement") to ADO (defined below). By submitting this Application you are agreeing to the Terms and Conditions and Privacy Policy of ADO.

MEMBER INFORMATION:

OWNERSHIP INFORMATION:

Business/Practice Name ("Member") _____

Principal Owner's Name _____

Street Address _____

Home Address _____

City, State, Zip _____

City, State, Zip _____

Business Phone _____

Home Phone _____

Business Fax _____

Owner's Social Security # (required) _____

Business Tax ID# (required) _____

of Years In Business _____

Ownership % _____

Email Address _____

Type of Practice: M.D. O.D. Optician Other

Type of Business: Corporation Partnership Other

State of Formation: _____

REFERENCES:

Please list the names and addresses of at least (3) suppliers and/or laboratories or other buying groups you are currently doing business with. If currently a Walman/X-Cel/Imagewear customer, please list them as one of your references.

Acct. Number	Name	Address	Telephone
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

ADO BUYING GROUP PLAN AGREEMENT

Member has read and agrees to participate in the ADO Group Purchasing Plan ("Plan") according to the terms and conditions set forth below:

1. The Walman Optical Company d/b/a ADO Buying Group and its affiliates, divisions, successors and assigns ("ADO") is in the business of assisting its members with the purchasing of ophthalmic goods and services through the Plan.
2. Member is in the business of selling ophthalmic goods and services to its customers and desires to realize the benefits of the Plan.
3. Each Plan supplier is authorized to invoice ADO for Member purchases. Member will order directly from suppliers by using an assigned "ship-to" number and will instruct the supplier to mail the goods directly to Member and a copy of the invoice for such purchase to ADO for billing. Member will not pay suppliers for any purchases made through the Plan. All payments for Plan purchases will be to ADO.
4. Member agrees to deal directly with the supplier regarding any returns, credits, or complaints regarding goods and services purchased.
5. ADO allows the return of any products for credit that are approved by the supplier and agrees to always issue Member's credit for returned merchandise the same billing period that the supplier issues credit to ADO. Member understands that partial payment to ADO in expectation of future credits will result in loss of that month's discount. ADO does not accept responsibility for unauthorized or improperly returned items.
6. ADO will, at least monthly or more often as ADO may deem appropriate, bill Member for purchases made under the Plan. The billing statement will show the amount of Member's purchases less the discount passed on to Member plus the administration fee due ADO. The administration fee for the Plan shall be 3.5% on all gross purchases of \$1,500 or more and 4.5% on all gross purchases of less than \$1,500. This includes a 2% discount for paying in cash. Members wishing to pay with credit cards will not receive the 2% cash discount. On Walman purchases the administration fee will only be ½%. Member administration fees are capped at \$4,000 per calendar year, provided all monthly statements have been paid in full by the 25th of each billing month. Member agrees to pay ADO for its purchases each month as detailed in the statement. To earn the cash discount, statements must be paid in full no later than the 25th of the month in which it is billed. Payments received after the 25th of the month will lose all discounts, but still have to pay the administration fee. Any unpaid balance as of the next billing will be assessed a late charge at the lesser of 1.5% per month or the maximum such charge permitted by applicable law. There will be a minimum administration fee of \$5.00 every month that ADO processes a statement.
7. ADO may modify the procedures, security devices, discount policies, administration fees, and/or discount percentages for the Plan without any prior written notice to Member. Member agrees to accept, use, and adopt these modifications or in the alternative discontinue participation in the Plan.

8. Member hereby certifies to ADO that the figures, statements, and other financial information contained or furnished to ADO by Member herein are true and correct and are furnished to ADO to induce ADO to extend credit to the undersigned.

9. This Agreement may be terminated by either party at any time upon the giving of written notice by the terminating party to the nonterminating party. Upon termination Member will return to ADO any materials used by Member during its participation in the Plan and will make no additional purchases under the Plan from the date of notice. Within 30 days of the date of notice, all sums due from Member to ADO must be paid in full. After notice of termination, if Member makes any purchases by use of the account number delivered or issued in connection with the Plan, Member will be liable to ADO for the full amount of the purchase and will not be entitled to any discount for such purchases.

10. Member will hold ADO harmless and indemnify ADO against any product or other liability claims that may be brought against ADO in connection with any goods, services, supplies or lab services purchased by Member under the Plan.

11. ADO forwards names and practice address to business partners in order to establish member accounts. Business partners may use this information to inform members of special promotions and offers. ADO reserves the right to contact members via e-mail for promotions and offers for ADO related businesses. ADO will not share e-mail addresses with any business partners.

12. Member represents and certifies that any goods purchased are being purchased for business or commercial purpose and not personal use. Member understands that ADO must approve this Agreement and Guaranty and that all charges and payments on its account will be processed by ADO in its Minnesota offices. Member further agrees that the substantive law, and not the conflicts of law, of the State of Minnesota shall govern this Agreement and Member's Account. Member consents to the jurisdiction and venue of the federal and state courts of Hennepin County, Minnesota as having the exclusive and proper subject matter and personal jurisdiction over this Agreement. Member agrees to pay all collection fees, reasonable attorneys' fees, court costs, and other expenses incurred by ADO to enforce this Agreement. **MEMBER ALSO WAIVES ANY RIGHT IT MAY HAVE TO A JURY TRIAL.**

13. Member agrees that if it does business as a corporation, association, or partnership each member of said entity shall execute this agreement in their individual capacity and by such act shall individually guarantee payment of all charges billed by ADO and abide by the terms and conditions of this agreement.

14. In the event of transfer of ownership of practice or business, Member is required to send ADO written notification and the new owner must submit a new credit application. Member is liable for all charges incurred on its account until such notification is received.

15. The party completing this Agreement represents and certifies that they have the authority to request credit on behalf of the Member, that the information given in this Agreement is true, complete, and accurate, and to obligate the Member to the terms and conditions set forth herein. Member authorizes ADO to check with reporting agencies, references, and any other source in investigating the information given and/or the credit of Member, in reviewing this Agreement, taking collection action, or for any other purpose.

PERSONAL GUARANTY AND PERSONAL CREDIT REPORT AUTHORIZATION

The undersigned guarantor(s) understands that their credit is a necessary and continuing factor in the granting of credit to Member and that this Guaranty is an ongoing personal guaranty. Guarantor hereby consents to and authorizes ADO to periodically obtain and use consumer credit reports in its ongoing credit evaluation process.

In consideration of the extension of credit to the Member, the undersigned, jointly and severally, unconditionally and absolutely guarantee to ADO the due and prompt payment and performance, and not just collectibility, of all obligations of Member to ADO, including, but not limited to, the principal, interest, costs, expenses and all other indebtedness owed by the Member to ADO, including attorneys costs and expenses. This guaranty is effective immediately and without notice of its acceptance, which notice is hereby waived, and is to be a continuing guaranty in full force and effect until the effective date of a written notice of revocation delivered to ADO by certified mail return receipt requested. Guarantor(s) understands and agrees that the effective date of any such revocation shall be 90 days after ADO's receipt of such notice, and that such revocation shall not discharge obligations of guarantor with respect to any and all obligations, debts and liabilities, plus interest and other charges accruing thereon and all costs associated therewith incurred by the Member prior to the effective date of the revocation. Even after revocation of this Guaranty, Guarantor(s) shall remain liable until all amounts due ADO have been paid in full. Guarantor(s) agrees to pay all obligations of Member as well as all collection fees, reasonable attorneys' fees and costs, court costs, and other expenses incurred by ADO to enforce this Agreement. Guarantor(s) agrees that this Agreement is governed by the laws of the state of Minnesota. Guarantor hereby consents to the jurisdiction and venue of the federal and state courts of Hennepin County, Minnesota as having the exclusive and proper subject matter and personal jurisdiction over this Agreement. **GUARANTOR ALSO WAIVES ANY RIGHT IT MAY HAVE TO A JURY TRIAL.**

This Agreement may be executed in any number of counterparts, each which when so executed and delivered shall be deemed to be an original and all of which counterparts, when taken together, shall constitute but one in the same instrument. Facsimile signatures of this Agreement shall be treated as originals until such time as the original signatures can be obtained.

SIGNATURE	TYPE OR PRINT NAME	ADDRESS	DATE
Guarantor:			
Guarantor:			
Guarantor:			
Guarantor:			

THIS GUARANTY MUST BE COMPLETED, SIGNED BY EACH GUARANTOR, AND THE ORIGINAL RETURNED TO ADO BEFORE YOUR MEMBERSHIP CAN BE CONSIDERED FOR APPROVAL.

Please sign and fax the completed application to 1.507.629.3388. Once your faxed application has been received and we gain credit approval, your practice will be notified of your account numbers.

If you have questions about the registration form, or becoming an ADO member, please call us at 1.800.328.9433, or email us at info@adobuying.com.

Please place a check mark in the square next to the vendor names and print your current account/ship-to number in the space provided.

- A & A Optical _____
- A T Cross _____
- ABB Concise _____
- Abba Optical _____
- AcuRx _____
- Akorn, Inc. _____
- Alanco & Rafaele-Italy Eyewear _____
- Alain Mikli, LTD _____
- Alternative Eyewear _____
- American Vision Labs _____
- Anglo American Optical Co. _____
- Archcrown _____
- Armada Opt. Services _____
- Art Optical Contact Lens _____
- Aspex Eyewear Group _____
- Avalon Eyewear _____
- B. Robinson Optical _____
- B&K Optical Tools _____
- Back in the Black Solutions _____
- Bates Display & Pkg _____
- Bausch & Lomb Optics _____
- Best Image Optical _____
- Blink Eyewear _____
- Brain Power America _____
- C & H Contact Lens _____
- California Accessories _____
- Canyon Eyewear _____
- Carl Zeiss Vision Georgia _____
- Carl Zeiss Vision NW _____
- Central Optical Laboratories _____
- Charmant Group USA _____
- Ciba Vision _____
- Clariti Eyewear _____
- Classique Eyewear _____
- Clearvision Optical Co. _____
- Colors In Optics _____
- Conforma Contact Lens _____
- Coopervision _____
- Costa Del Mar _____
- CSC of America, LTD _____
- Dakota Sciences _____
- Danker Laboratories _____
- Del Rey Optical _____
- Designer Optical _____
- Dynamic Laboratories _____
- e-Practice Solutions LTD _____
- Eastern States Eyewear _____
- Eaton Medicals Corp. _____
- Essilor Contact Lenses _____
- Essilor Labs of America _____

- Please specify which lab _____
- Europa Eyewear Corp. _____
 - Expert Optics Inc. _____
 - Eye-Kraft Optical _____
 - Eyeking LLC _____
 - Eyeon Eyewear _____
 - Eyewear Plus Inc. _____
 - Fantom Optics _____
 - Firestone Optics _____
 - Go On Hold _____
 - Hatch Uniform Service _____
 - Hilco _____
 - Hoya Vision Care _____

- Please specify which location _____
- I-dealoptics _____
 - I Optics Inc. _____
 - Imagewear _____
 - Innereactive Media _____
 - IVM Corp. _____
 - Jee Vice _____
 - JG Optical _____
 - Jonathan Cate _____
 - Jonathan Paul Eyewear _____
 - K-Mars Inc _____
 - Kenmark Group _____
 - Kio Yamato Optics _____
 - L'amy _____
 - Lafont Co. _____
 - Lawrence Eyewear _____
 - Legacie _____
 - Lens Dynamics _____
 - Lenstock.com _____
 - Lensworks Optical Labs _____
 - Liberty Sport _____
 - Lombart Lenses _____
 - Luxottica Group _____
 - Luzerne Optical Labs _____
 - MJ Optical _____
 - Marchon Eyewear _____
 - Marcolin Eyewear _____
 - Match Eyewear _____
 - MBI/McGee Group _____
 - Menizzi Italy _____
 - Midwest Labs _____
 - Modern Optical Int'l _____
 - Modo Eyewear _____
 - Morel USA _____
 - Muller Optical Co. _____
 - My Vision Express _____
 - National P Optical _____
 - NC Eyewear Inc _____
 - New Millennium Eyewear _____
 - New York Eye _____
 - North Central Ophthalmics _____
 - OASIS Medical Inc _____

- Ocu-Ease Optical Prod. _____
- Ocusoft _____
- Office Depot _____
- OG Eyewear _____
- Ooh la-la de Paris Eyewear _____
- Optical Distributor Group _____
- Opticote _____
- Optisource International _____
- Optos _____
- Otego Optical _____
- Pech Optical Corp. _____
- Pentax Vision _____
- Personal Eyes Optical Lab _____
- Phantom Research Labs _____
- Plan B Eyewear _____
- Precision Optical Group _____
- Prescription Optical Supply _____
- Prestige Optics _____
- Preview Eyewear _____
- Private Label Optical _____
- Pro Design Eyewear _____
- ProFit Optix _____
- Quality Accessories _____
- Quantum Optics _____
- Rainbow World Optical _____
- Red 88 Eyewear _____
- REM Eyewear _____
- Revolution Eyewear _____
- Rite-Style Optical Co. _____
- Ron's Optical Case Co. _____
- Safilo _____
- Salem Distributing Co. _____
- Sans Pareil _____
- Savon Eyewear _____
- Scandinavian Eyewear, LLC _____
- Scruples Mfg. _____
- Seeqa International _____
- Seiko Optical Products _____
- Seoco, Inc. _____
- ShipForLessNow _____
- Signature Eyewear _____
- Silhouette Optical LTD _____
- Smilen Eyewear _____
- Soderberg Contacts _____
- Soderberg Ophthalmic Lab _____
- Sound Wave Productions _____
- Staples Advantage _____
- Summit Optics Inc. _____
- Sutro Vision _____
- Switch Vision _____
- Symmetry Eyewear _____
- Tabco Optical Inc. _____
- The Lens Connection _____
- ThriveSmart, LLC _____
- TMP Worldwide _____

- Tri-Supreme Optical, LLC _____
- Tura _____
- Unilens Corp. USA _____
- Unique Optical _____
- United Contact Lens _____
- United Optical Corp. _____
- Valley Contax _____
- Value Optical Supply (OH) _____
- Viva Optique _____
- Walman Instrument Group _____
- Walman Optical Company _____
- Westcon Contact Lens Co. _____
- Wiley X Eyewear _____
- X-Cel Contacts _____
- ZeaVision, LLC _____
- Zyloware Corp. _____

Vendor Registration Form

Please fill out the practice information below & tell us which ADO vendors you would like to have billed on your statement. Return the form to us. We will contact the vendors for you.

ADO Account #: _____

Member: _____

Address: _____

Address: _____

City, State, Zip: _____

Phone #: _____

Permission Statement

"I hereby request that the following vendor accounts be billed through my ADO Buying Group account effective immediately."

Authorized by: _____

_____ Date _____

(Please print)

**Fax this form to:
507-629-3388**

Any Questions Call: 800-328-9433