

# APPLICATION FORM AND AGREEMENT FOR MEMBERSHIP IN THE NUMISMATIC GUARANTY CORPORATION OF AMERICA DEALER NETWORK

Thank you for your interest in the Numismatic Guaranty Corporation of America ("NGC"). To apply for Membership in the NGC Dealer Network, please completely read and:

1. Fill out Parts One and Two of this Application Form and Agreement;
2. Sign to indicate your agreement with and acceptance of the Terms and Conditions of Membership; and
3. Return the completed and signed Application Form by mail to:

**Numismatic Guaranty Corporation of America**  
**P.O. Box 4776, Sarasota, FL 34230**

**Upon Receipt of your application, NGC will inform you by mail if your application has been accepted.**

## **Part One: Application Form – please type or print neatly**

COMPANY NAME \_\_\_\_\_

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE # ( ) \_\_\_\_\_ FAX # ( ) \_\_\_\_\_

E-MAIL \_\_\_\_\_ WEB SITE \_\_\_\_\_

FED I.D. # \_\_\_\_\_

Check One:

A Sole Proprietorship

A Partnership consisting of myself and \_\_\_\_\_

A Corporation of which I am one of the major stockholders; the other(s) being:

I have been involved in Numismatics full time for \_\_\_\_\_ years

I operate from:  Storefront  Office  Home

I am a member of the following Numismatic Organizations: Please indicate date joined and official capacities you may have held \_\_\_\_\_



**Part Two: Shipping Information – Please type or print neatly**

**NGC SHIPPING INFORMATION FORM**

Please assist us in providing you with the best possible service. In order to complete your application process, we require the following information. We ask that you please take a moment to complete this form. Your cooperation is greatly appreciated.

Dealer Information		Ship to Information (as it should appear on package)	
Company Name: _____ Dealer Number: _____ Street Address: _____ _____ City/State: _____ Zip: _____ Contact Person: _____ Phone: _____ Fax: _____		If same as Dealer Info, please check: <input type="checkbox"/> Company Name: _____ Street Address: _____ _____ City/State: _____ Zip: _____ Contact Person: _____ Phone: _____ Fax: _____	
Shipping Services	Insured Value Limits		
<b>Federal Express:</b> <i>(Please check one)</i>  <input type="checkbox"/> Always <input type="checkbox"/> Only When Requested	<i>(If you are using your own insurance, please complete this section in full)</i> <b>Federal Express:</b>  Maximum Insured Box Value: _____ Account #: _____ Maximum Insured/Day Value _____		
<b>Express Mail</b> <i>(Please check one)</i>  <input type="checkbox"/> Always <input type="checkbox"/> Only When Requested	<b>Express Mail:</b>  Maximum Insured Box Value: _____ Account #: _____ Maximum Insured/Day Value _____		
<b>Registered Mail:</b> <i>(Please check one)</i>  <input type="checkbox"/> Always <input type="checkbox"/> Only When Requested	<b>Registered Mail:</b>  Maximum Insured Box Value: _____ Account #: _____ Maximum Insured/Day Value _____		

Special Instructions: \_\_\_\_\_

**Written Authorization is required for any further changes. Please notify us of changes immediately by fax: (941) 360-2553.**

# Terms and Conditions

These Terms and Conditions are incorporated into and made a part of the "Application Form and Agreement" to which they are attached.

1. Upon acceptance by NGC of the applicant as an NGC Authorized Dealer, the Authorized Dealer agrees to be bound by and comply with NGC' procedures and rules governing submission of numismatic items for grading services, as may be prescribed by NGC from time to time. The Authorized Dealer consents to the utilization of its name by NGC in periodic advertising in print and other advertising media.

2. NGC may immediately revoke membership should an Authorized Dealer fail or refuse to make timely and proper payment of any of its financial obligations to NGC within fifteen (15) days of its receipt of written notice of such obligation from NGC. NGC may also immediately revoke membership should the Authorized Dealer become the subject of a judicial or quasi-judicial proceeding in which a final judgment, order, or finding shall be issued by a court or tribunal of competent jurisdiction concluding the Authorized Dealer is responsible for conduct (acts or omissions) which constitute (1) fraud or deceit, (2) an illegal conversion of client or fellow coin dealer's property, (3) violation of federal or state criminal statutes, or (4) conduct involving moral turpitude, or otherwise which would – in NGC' reasonable opinion – threaten the reputation of NGC and/or the numismatic coin industry. In addition, membership may be terminated for any reason by either party upon fifteen (15) days written notice to the other party.

3. NGC reserves the right to reject any numismatic item submitted to NGC for grading services.

4. The Authorized Dealer shall at all times be an independent contractor and shall not be considered NGC' agent for any purpose. The Authorized Dealer shall have no authority to bind NGC to any agreement or to make any public or private statement of corporate policy or intentions with respect to matters connected with grading services or otherwise.

5. The Authorized Dealer shall indemnify and hold NGC and its affiliates, and all of its and their respective employees, officers, directors and agents, harmless from and against all claims, liabilities, and expenses (including reasonable attorney's fees) relating to or arising under this Application Form and Agreement (including these Terms and Conditions) and the transactions contemplated hereunder, except to the extent finally judicially determined to have resulted primarily from the bad faith or intentional misconduct of NGC. IN NO EVENT SHALL NGC OR ANY OF ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS OR AGENTS, BE LIABLE TO THE AUTHORIZED DEALER OR ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND IN NO EVENT SHALL THE AGGREGATE LIABILITY OF NGC, ITS AFFILIATES, AND ANY OF ITS OR THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS OR AGENTS, EXCEED THE FEES PAID OR PAYABLE TO NGC BY THE AUTHORIZED DEALER FOR SERVICES. THE AUTHORIZED DEALER'S SOLE REMEDY AND NGC' SOLE LIABILITY WITH RESPECT TO ANY NGC SERVICES SHALL BE PURSUANT TO THE APPLICABLE GUARANTEE, IF ANY, OFFERED BY NGC IN CONNECTION WITH SUCH SERVICE, AND NGC HEREBY DISCLAIMS ALL OTHER WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6. The Authorized Dealer acknowledges and agrees that he or she is not eligible for membership in the Collector's Society. Any violation of this Section 6 is grounds for immediate revocation of membership in the Dealer network.

7. This Application Form and Agreement, including these Terms and Conditions, constitutes the entire agreement between the Authorized Dealer and NGC and may only be amended in a writing signed by both parties. This Application Form and Agreement, including these Terms and Conditions, shall be governed by and construed in accordance with the laws of the State of Florida as applied to transactions taking place wholly within Florida between Florida and Florida residents and shall apply with respect to all submissions of numismatic items by the Authorized Dealer to NGC. The Authorized Dealer hereby expressly consents to the exclusive personal and subject-matter jurisdiction of the state and federal courts located in the County of Sarasota, State of Florida, for any dispute arising from or related to this Application Form and Agreement (including these Terms and Conditions) or any transaction contemplated hereunder. The Authorized Dealer agrees that NGC may assign or delegate any of its rights and/or obligations to any affiliated service.

Name: \_\_\_\_\_ Company: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_