

CRANSTON, RI

American Florist Supply, Inc.
d/b/a Bay State Farm Direct Flowers

BEDFORD, NH

42915

WILMINGTON, MA

One Progress Way
Wilmington, MA 01887
978-658-2400

EAST PATCHOGUE, NY

CUSTOMER ACCOUNT APPLICATION AND AGREEMENT

*** PLEASE COMPLETE ALL AREAS TO EXPEDITE YOUR APPLICATION ***

Buyer's Legal Business Name: _____ Date THIS business established: _____

Doing Business As: _____ Corporation _____ Sole Proprietor _____ Partnership

Physical Address: _____

City: _____

State: _____

State of (attach re-sale cert.)
Incorp: _____

Federal tax ID (required):
- -

Phone #: _____

Zip: _____

Fax #: _____

Email: _____ @ _____

No. of employees: _____

All purchases made from Bay State will be commercial transactions not for personal, family or household use by Applicant(s)

A/P Contact Name: _____

Estimate Monthly Purchase Amt: \$ _____

A/P Contact Number: _____

Estimated Annual Sales: \$ _____

A/P Contact Email: _____ @ _____

DUNS No: _____

Will you pay by: _____ Cash _____ Check _____ Credit Card _____ Debit Card

Type of business: _____

Do you own or rent?: _____ Own _____ Lease

Landlord / Mortgager: _____

Is this a: _____ Parent Co. _____ Subsidiary (see below)

Parent co. name: _____

Parent co. address: _____

Officer(s) / Owners (s) Information:

Name(s): _____

Title(s): _____

Social Sec No(s): _____

Home Phone(s): _____

City: _____ State / Zip: _____

Contact: _____ Phone: _____

In signing this Application, Buyer hereby grants permission for credit information to be verified by company(ies) and financial institution(s) that the Buyer has specified on this document, both during the account review process and from time to time.

Name of Bank: _____

Checking account #: _____

Address: _____

Savings account #: _____

Loan account #: _____

City: _____ State / Zip: _____

Bank Phone Number: _____

Name of Contact: _____

Years with this bank: _____ Fax: _____

TRADE REFERENCES: (Please list references from our industry)

Company Name: _____

Vendor account #: _____

Address: _____

Phone Number: _____

Years buying from co: _____ Fax: _____

City: _____ State / Zip: _____

Name of Contact: _____

Company Name: _____

Vendor account #: _____

Address: _____

Phone Number: _____

Years buying from co: _____ Fax: _____

City: _____ State / Zip: _____

Name of Contact: _____

Company Name: _____

Vendor account #: _____

Address: _____

Phone Number: _____

Years buying from co: _____ Fax: _____

City: _____ State / Zip: _____

Name of Contact: _____

Must be completed on BOTH sides <---TURN OVER TURN OVER---> Must be completed on BOTH sides

By signing this credit application/agreement, the individual executing this application below on behalf of Buyer, individually and personally, represents and warrants to Bay State (BS) that:

- ☞ He/she is authorized to execute this appl. on behalf of Buyer & information set forth in this application is both accurate and complete;
- ☞ In the event litigation is commenced in Massachusetts for collection of any amount owed to BS by the Applicant, the Applicant hereby knowingly, voluntarily and expressly waives rights to notice and hearing required for the exercise of any prejudgement remedy;
- ☞ Buyer agrees that in any proceeding to enforce this Guaranty or to resolve a dispute with BS, BS will be entitled to recover its costs including attorneys' fees, court fees and collection costs from the Buyer. In the case that BS must bring suit against Buyer, Buyer agrees to submit to the personal jurisdiction and to the laws of the state of Massachusetts as well as to the personal jurisdiction of any other state in which BS is able to and chooses to initiate a law suit;
- ☞ Buyer agrees to pay interest on any unpaid purchases, beginning 30 days from the end of the month of the purchase or otherwise when due, at the rate of 1.5% per month, 18% per annum, or the maximum judicial rate, whichever is greater. Buyer also agrees to pay \$20.00 for each instance where a check issued by Buyer to BS is returned to BS unpaid or marked NSF & repay all NSF checks within 10 business days;
- ☞ Buyer agrees that returned (NSF) checks may be automatically collected from their bank account plus a state-allowable, agent service fee;
- ☞ Buyer understands that BS accepts ACH payments over the phone & if such service is utilized at any time the Buyer hereby authorizes BS to initiate debit (ACH) entries to the Checking &/or Savings account(s) indicated at the time of transaction and for amounts thereby specified;
- ☞ In signing this Application, Buyer agrees to all contained herein and hereby grants permission for submitted information to be verified by company(ies) and financial institution(s) that the Buyer has specified on this document and others that BS becomes aware of during the account review process and from time to time. The undersigned also understands that BS will retain this Application, whether or not it is approved, and that BS will consider this Application as a continuing statement of the undersigned's financial position and situation until notified otherwise by the Buyer. Buyer agrees to notify BS of any change in financial situation that may impact ability to pay;
- ☞ Buyer knowingly, voluntarily and expressly waives notice of default, presentment for any payment, demand, notice of nonpayment, notice of protest, and any other notices of any kind, including but not limited to notice by BS of its acceptance of this Credit Agreement;
- ☞ Buyer consents to receiving BS advertising & marketing material via fax and/or email;
- ☞ Buyer acknowledges and understands that neither this Agreement nor the Application of the applicant shall in any way constitute a binding commitment of BS to advance funds or otherwise extend, maintain or offer credit to the applicant;
- ☞ BS reserves the right to grant, revoke &/or change the account terms of any account at any time & for any reason with or without notice. Furthermore Buyer unconditionally agrees in the event Buyer should sell any part of or close their business ALL amounts owed to BS are due and payable in full within 10 business days regardless of whether BS has knowledge of said event;
- ☞ Buyer realizes that in order for BS to sell and to continue to sell to Buyer, Buyer hereby represents and warrants that it is solvent and that it pays its obligations as they become due. The preceding representation and warranty will be deemed to be repeated in each purchase by Buyer. Faxed documents will be deemed as original. No oral agreements will be accepted. The terms on this application/agreement overrides all others and are subject to change without notice;
- ☞ Buyer reads, understands and unconditionally agrees without protest to all the terms outlined above.

Company Name: _____ Authorized Signature: _____

Date: _____ Signatory Name (print): _____

Title of Signatory: _____

PERSONAL GUARANTY

By signing this application/agreement the individual(s) are executing this application on behalf of Buyer and personally guarantees, and agrees to be personally liable for failure of the performance by Buyer of, any and all of Buyers' obligations under this application with BS, including timely payment of any and all sums due to BS by Buyer. This Guaranty may not be canceled or rescinded, obligations are primary, absolute, unconditional, irrevocable and continuing. The undersigned individual(s) hereby guarantees to BS the due performance and satisfaction of all obligations, past, present and future. The Guaranty herein is a Guaranty of Payment and performance, not merely a Guaranty of collection. Nothing shall discharge or satisfy Guarantor's liabilities hereunder, except the full, prompt and unconditional performance, and payment. Guarantor(s) read, understand and agree to all the terms set forth in the Application and Personal Guaranty. The undersigned submits to the personal jurisdiction of the Commonwealth of Massachusetts.

Signature 1: _____ Date: _____

Guarantor 1 Name: _____ (print) Social Security No 1: _____

Signature 2: _____ Date: _____

Guarantor 2 Name: _____ (print) Social Security No 2: _____

***** PLEASE COMPLETE ALL AREAS TO EXPEDITE THIS APPLICATION *****

PLEASE RETURN THIS COMPLETED CREDIT APPLICATION TO THE SALES WINDOW AT ANY LOCATION, BY FAX, OR BY MAIL.

FAX TO: 978-657-0653 Attention: Credit Department

Questions? Call: 978-658-2400 Ask for Credit Department



Form ST-4 Sales Tax Resale Certificate

Name of purchaser Social Security or Federal Identification number

Address

City/Town

State

Zip

Type of business in which purchaser is engaged:

Type of tangible personal property or service being purchased (be as specific as possible):

Name of vendor from whom tangible personal property or services are being purchased:

Address

City/Town

State

Zip

I hereby certify that I hold a valid Massachusetts Vendor's Registration, issued by the Commissioner of Revenue, pursuant to Massachusetts General Laws, Chapter 64H, section 7, and that I am in the business of selling the kind of tangible personal property or services being purchased under this certificate, and that I intend to sell such property or services in the regular course of my business.

Signed under the penalties of perjury.

Signature of purchaser

Title

Date

Check applicable box: Single purchase certificate Blanket certificate

Notice to Vendors

1. Massachusetts General Laws assume that all gross receipts of a vendor from the sale of tangible personal property and services are from sales subject to tax, unless the contrary is established. The burden of proving that a sale of tangible personal property or service by any vendor is not a retail sale is placed upon the vendor unless he/she accepts from the purchaser a certificate declaring that the property or service is purchased for resale.
2. A resale certificate relieves the vendor from the burden of proof only if it is taken in good faith from a purchaser who is engaged in the business of selling tangible property or services and who holds a valid Massachusetts sales tax registration.
3. The good faith of the vendor will be questioned if he/she has knowledge of facts which give rise to a reasonable inference that the purchaser does not intend to resell the property or services. For example, knowledge that a purchaser of particular merchandise is not engaged in the business of selling the kind of merchandise or service he/she is purchasing under this certificate would constitute grounds to question the good faith of the vendor.
4. The vendor must make sure that the certificate is filled out properly and signed before accepting it.
5. The vendor must retain this certificate as part of his/her permanent tax records.

If you have any questions about the acceptance or use of this certificate, please contact: **Massachusetts Department of Revenue, Customer Service Bureau, PO Box 7010, Boston, MA 02204, or call (617) 887-MDOR or toll-free, in-state 1-800-392-6089.**

Notice to Purchasers

1. This certificate is to be used when the purchaser intends to resell the tangible personal property or service in the regular course of business. Manufacturers claiming an exempt use of the materials, tools and fuel which will be used in the manufacture, processing or conversion of tangible personal property should use Form ST-12, Exempt Use Certificate. Tax-exempt organizations making purchases for other than resale are to use Form ST-5, Exempt Purchaser Certificate.
2. The purchaser must hold a valid Massachusetts vendor registration. If you need to apply for a registration, go to www.mass.gov/dor and click on WebFile for Business to complete an online application for registration.
3. This certificate must be signed by and bear the name and address of the purchaser and his/her Federal Identification number. This certificate must also indicate the type of tangible personal property purchased and resold by the purchaser.
4. If a purchaser who gives a certificate makes any use of the property other than retention, demonstration or display while holding it for sale in the regular course of business, such property will be subject to the Massachusetts sales or use tax, as of the time the property is first used by him/her.
5. If you are engaged in a service activity, and are unsure as to the eligibility of the tangible personal property being purchased for resale, see the regulation on Service Enterprises, 830 CMR 64H.1.1.
6. For further information about the use of resale certificates, see the regulation on Resale and Exempt Use Certificates, 830 CMR 64H.8.1.

Warning: Willful misuse of this certificate may result in criminal tax evasion sanctions of up to one year in prison and \$10,000 (\$50,000 for corporations) in fines.

This form is approved by the Commissioner of Revenue and may be reproduced.