



CREDIT ACCOUNT APPLICATION and AGREEMENT

Baker Distributing, 14610 Breakers Drive, Suite 100, Jacksonville, FL 32258
(Please fill out completely and email to NewAccounts@bakerdist.com.)

Sales Center Location		P.O. Required (Y/N)		Date	
Baker Sales Rep Name		Sales ID #			
Business Name				County	
Street Address		City	ST	Zip	
Mailing Address		City	ST	Zip	
Business operates as: <input type="checkbox"/> Corporation <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Year Est.					
Business Telephone			Business Fax		
Business Website			Email		
Email Address for Invoices					
Name of Buying Group or Franchise Name <i>(If Applicable)</i>					
Number of Service Trucks <i>(Contractors)</i>			Contractor License #		
Main Point of Contact - First Name			Last Name		

NAME & ADDRESS OF PRESIDENT OR PRINCIPAL OWNER (S)

Name		Title	SS#	D/O/B	
Home Address					
City		ST	Zip		
Email Address			Alternate Phone Number		
Name		Title	SS#	D/O/B	
Home Address					
City		ST	Zip		
Email Address			Alternate Phone Number		

E-COMMERCE / WEBSITE CONTACT (main administrator of the Baker e-commerce platform)

First Name	Last Name
Email Address	
Alternate Phone Number	
Have you ever done business with Baker Distributing before? (Y/N)	Where

Financial Information - (Please attach a copy of your current financial statement if available)
(Certificate of resale must be attached or sales tax must be charged) Will you pay sales tax? (Y/N)

CREDIT EXPERIENCE

Name, Address and telephone numbers of three (3) references

BANK REFERENCES

Name of Bank	Checking Account #	
Address	Savings Account #	
City	ST	Zip
Name of Contact	Phone	
Credit Line Requested \$		

SALES AGREEMENT

The undersigned in consideration for terms of sale herein and for the extension of credit by **Baker Distributing Company, LLC** hereby agrees that the terms of sale are Net 10th Prox. Payment for materials purchased during the month becomes due on the 10th of the following month, and becomes delinquent on the last day of the month following purchase. A service charge of 1-1/2 % per month (18% per annum) will be added on any past due balance. In the event of default in payment and if the same is placed in the hands of an attorney for collection, the undersigned agrees to pay all costs of collection, including a reasonable attorney's fee, whether or not suit is brought and including fees incurred in any appeals of bankruptcy proceedings. The undersigned agrees that regardless of place of payment, all suits at law or in equity for any breach of this agreement or for default in payment shall be instituted and maintained in any court of competent jurisdiction. The undersigned does hereby certify that the information contained above is true and correct and further agrees that any changes in ownership or officers or form that the business operates shall be made known to Baker Distributing Company, LLC. This notice shall be in writing and mailed to Baker Distributing Company, LLC, 14610 Breakers Drive, Suite 100 Jacksonville, FL 32258 by certified US Mail.

The applicant hereby grants permission to Baker Distributing Company to obtain from any sources any information related to its credit standings.

Signed

Printed Name

Signed

Printed Name

SALES TAX EXEMPTION DISCLOSURE

Sales Tax Permit #: _____

I certify that _____ located at _____ is engaged as a registered (select one option below).
(name of applicant/debtor) (address, city, state of applicant)

Retailer

Manufacturer

Distributor

Contractor

Education

Government

HealthCare

Non-Profit Organization

Other _____
(provide description if other)

_____ *(Name of applicant/debtor)* is registered with state and cities listed on **all attached Use Tax Exemption Certificate(s)**, within which seller/debtor would deliver purchases and that any such purchases are for wholesale, resale, ingredients or components of new products to be resold or incorporated into real or tangible property, leased or rented in the normal course of applicant's business.

Description of Business (e.g., HVAC Distributor and Repair Services): _____

I further certify that if any property so purchased tax free is used or consumed by the firm as to make it subject to a Sales or Use Tax, that applicant will pay the tax due directly to the taxing authority when state law so provides or informs the seller/creditor for added tax billing. The exemption certificate(s) shall be part of each order which applicant may hereafter give to seller, unless otherwise specified, and shall be valid until canceled by applicant 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

Date

Title

Baker Distribution Company, LLC interpretation of Consumable regulations are based on the guidance and code per State.

- If material and/or supplies (i.e., consumables) that DO NOT become a part of Tangible or Real Property may be subject to sales and use tax dependent on the State it was purchased and/or shipped.
- If material and/or supplies (i.e., consumables) that DO become a part of Tangible or Real Property may not be subject to sales and use tax dependent on the State it was purchased and/or shipped.
- According to the Multistate Tax Commission, "Whenever a seller receives and accepts in good faith from a purchaser a resale or other exemption certificate or other written evidence of exemption authorized by the appropriate state or subdivision taxing authority, the seller shall be relieved of liability for a sales or use tax with respect to the transaction." Suppliers may obtain State Resale Tax Exemption Certificates from their reseller customers to avoid having to bill them for taxes. The customers must be resellers of the product and cannot be the end users.

The policy applies to customers who have "nexus" in a U.S. state. Nexus, defined as "sufficient physical presence," and or Economic Nexus is a legal term that refers to the requirement for companies doing business in a state to collect and pay tax on sales in that state.

PERSONAL GUARANTY

TO: **Baker Distributing Company**

Please sell and deliver to

_____ of _____
Purchaser (Name and Company) (City, County, State)

Or representatives, on your usual credit terms of sale, Net 10th Prox. Such goods, wares, and merchandise as They or their representatives may order or select, and in consideration thereof I/We hereby fully Guarantee and hold myself/ourselves personally responsible for the payment at maturity of the purchase price of all such goods, wares and merchandise so sold or delivered, whether evidenced by open account, acceptance Hereof, amounts of sales, dates of shipments or deliveries, notice of default in payment and legal proceedings against the purchaser.

This is intended to be, and shall be construed to be, a continuing Guaranty applying to all sales made by you to the aforesaid, and shall not be revoked by the death of the Guarantor(s) but shall remain in full force and effect until I/We or my/our Executors or Administrators shall have given notice in writing to make no further advances on the security of this Guaranty, and until such notice shall have been received by you.

It is understood and agreed that there is no limit to my/our liability under this Guaranty.

Now, should it become necessary to place this Guaranty with an attorney for collection, suit, or other legal action, the undersigned agrees to pay all costs of collection, including a reasonable attorney's fee, whether or not suit be brought and including fees incurred in any appeals or bankruptcy proceedings.

I/We further agree that regardless of place of payment by Principal(s), all suits at law or in equity against Guarantor(s) shall be instituted and maintained in any court of competent jurisdiction.

Execution of this agreement authorizes Baker Distributing Company to conduct a credit investigation for the basis of establishing credit.

WITNESS: my/our hand(s) and seal(s) this _____ day of _____ Year _____

Witness

Signed

Printed Name

Guarantor(s) Signature without Title

Signed

Printed Name

Signed

Printed Name

PLEASE CHECK ONE CLASSIFICATION THAT BEST DESCRIBES YOUR COMPANY:

Account Code	Description
<input type="checkbox"/> AC - HVAC Contractor	AOR, Service & Install
<input type="checkbox"/> AR - Refrigeration / AC Service Contractors HVAC Wholesaler	HVAC contractor that also services commercial refrigeration
<input type="checkbox"/> CP - HVAC Wholesaler	Wholesale competitor
<input type="checkbox"/> CR - Commercial Refrigeration	Supermarket and/or Contractor that does supermarket, construction, remodels, and maintenance (CRD)
<input type="checkbox"/> FS - Food Service Dealer	Food Service Dealer
<input type="checkbox"/> GF - Government - Federal	Military, Federal buildings, Gov't organizations, GSA
<input type="checkbox"/> GL - Government - State and Local	State and/or Local Municipality
<input type="checkbox"/> HM - Hotel / Motel / Casinos	In-house maintenance
<input type="checkbox"/> HP - Hospital Nursing Home	In-house maintenance
<input type="checkbox"/> HW - Home Warranty	Company that sells home warranties
<input type="checkbox"/> IN - Industrial	Plant and/or Service company that does industrial and/or plant maintenance
<input type="checkbox"/> IS - Institution	School Board, College, University and/or other private institution
<input type="checkbox"/> MC - Mechanical / Commercial	Large contractor that does commercial jobs - HVAC, plumbing, electrical
<input type="checkbox"/> PL - HVAC Contractor	Main business is plumbing
<input type="checkbox"/> RF - Refrigeration / Food Service Contractor	Refrigeration contractor that performs service and installs refrigeration and food equipment
<input type="checkbox"/> RM - Real Estate / Property Management	Apartments, multi-family, company that performs service for property management companies
<input type="checkbox"/> TP - Theme Parks	Theme Park and/or Resort