



NEW DEALER APPLICATION PACKET

**Thank you for choosing BAC Sales.
Please fill out, sign and return all forms in this
packet to begin the application process.**

- **If faxing, please include this cover page**
- **If emailing, please send to stephaniew@bacsales.com**

Attn: Accounts Receivable

BAC Sales Inc.
Phone: 800.873.1330
Fax: 518.828.5639
1871 Route 9H · Hudson, NY 12534
www.bacsales.com



APPLICATION FOR CREDIT

INSTRUCTIONS:

Please complete the following application thoroughly. Credit (30 day terms) cannot be considered unless all information is LEGIBLY SUPPLIED AND ACCEPTED.

COMPANY INFORMATION

Name of company _____
 St. Addr _____ City _____ St _____ Zip _____
 Mailing Addr _____ City _____ St _____ Zip _____
 Telephone Number _____ Fax Number _____
 Approx. Gross annual sales \$ _____ Date Business Established _____
 Type of ownership: Proprietorship Partnership Corporation
 Name of Owners/Principal Shareholders:
 Name _____ Title _____ S. S. Number _____
 Home Address _____ Telephone _____
 Name _____ Title _____ S. S. Number _____
 Home Address _____ Telephone _____

BANK REFERENCE

Bank Name _____ Type of Account _____
 Address _____ City _____ St _____ Zip _____
 Contact Person _____ Telephone Number _____
 Savings Acc't Number _____ Checking Acc't Number _____

TRADE REFERENCES

Name of company _____
 Street Address _____ City _____ St _____ Zip _____
 Business Telephone _____ Business Fax: _____
 Name of company _____
 Street Address _____ City _____ St _____ Zip _____
 Business Telephone _____ Business Fax: _____
 Name of company _____
 Street Address _____ City _____ St _____ Zip _____
 Business Telephone _____ Business Fax: _____
 Name of company _____
 Street Address _____ City _____ St _____ Zip _____
 Business Telephone _____ Business Fax: _____

SECURITY AND GUARANTEE OF DEBT RESPONSIBILITY

I, _____, Residing at _____ for and in consideration of your extending credit at my request to _____ (hereinafter referred to as the "company"), of which I am _____, Hereby personally guarantee to you the payment of BAC SALES, INC. 1871 Route 9H, in Ghent in the State of New York, of any obligation of the Company and I hereby agree to bind myself to pay you on demand any sum which may become due to you by the Company wherever the Company shall fail to pay the same. It is understood that this guarantee shall be a continuing and irrevocable guarantee and indemnity for such indebtedness of the Company. I do hereby waive notice of default, non-payment and notice thereof and consent to any modification or renewal of the credit agreement hereby guaranteed.

If the Debtor and/or Guarantor defaults in making any required payments toward their credit account, the Debtor and/or Guarantor shall be responsible for all of the Creditor's collection costs including, but not limited to reasonable attorney's fees, court costs, and disbursements.

Date _____ Signature _____ Credit Desired _____



Resale Certificate

Single-use certificate **Blanket certificate** **Date issued** _____
 Temporary vendors must issue a single-use certificate.

Seller information - please type or print

Seller's name		
Address		
City	State	ZIP code

Purchaser information - please type or print

I am engaged in the business of _____ and principally sell _____
 (Contractors may not use this certificate to purchase materials and supplies.)

Part 1 - To be completed by registered New York State sales tax vendors

I certify that I am:

- a New York State vendor (including a hotel operator or a dues or admissions recipient), show vendor or entertainment vendor. My valid Certificate of Authority Number is _____
- a New York State temporary vendor. My valid Certificate of Authority Number is _____ and expires on _____

I am purchasing:

- A** Tangible personal property (other than motor fuel or diesel motor fuel)
 - for resale in its present form or for resale as a physical component part of tangible personal property;
 - for use in performing taxable services where the property will become a physical component part of the property upon which the services will be performed, or the property will actually be transferred to the purchaser of the taxable service in conjunction with the performance of the service, or
- B** A service for resale, including the servicing of tangible personal property held for sale.

Part 2 - To be completed by non-New York State purchasers

I certify that I am not registered nor am I required to be registered as a New York State sales tax vendor. I am registered to collect sales tax or value added tax (VAT) in the following state/jurisdiction _____ and have been issued the following registration number _____. (If sales tax or VAT registration is not required and a registration number is not issued by your home jurisdiction, indicate the location of your business and write **not applicable** on the line requesting the registration number.)

I am purchasing:

- C** Tangible personal property (other than motor fuel or diesel motor fuel) for resale, and it is being delivered directly by the seller to my customer or to an unaffiliated fulfillment services provider in New York State.
- D** Tangible personal property for resale that will be resold from a business located outside New York State.

Part 3 - Certification

I, the purchaser, understand that:

- I may not use this certificate to purchase items or services that are not for resale.
- If I purchase tangible personal property or services for resale, but I use or consume the tangible personal property or services myself in New York State, I must report and pay the unpaid tax directly to New York State.
- I will incur tax liabilities, in addition to penalty and interest, for any misuse of this certificate.

Please type or print

Purchaser's name as it appears on the sales tax registration		Name of owner, partner, or officer of corporation, authorizing the purchase	
Street address		Purchaser's signature	
City	State	ZIP code	Title

Substantial penalties will result from misuse of this certificate.

Instructions For Use of Resale Certificates

Form ST-120, *Resale Certificate*, is a sales tax exemption certificate. **This certificate is only for use by a purchaser who:**

- A** - is registered as a New York State sales tax vendor and has a valid Certificate of Authority issued by the Tax Department and is making purchases of tangible personal property (other than motor fuel or diesel motor fuel) or services that will be resold or transferred to the purchaser's customers, **or**
- B** - is not required to be registered with the New York State Tax Department;
- is registered with another state, the District of Columbia, a province of Canada, or other country, or is located in a state, province, or country which does not require sellers to register for sales tax or VAT purposes; and
 - is purchasing items for resale that will be either:
 - 1) delivered by the seller to the purchaser's customer or to an unaffiliated fulfillment service provider located in New York State, or
 - 2) delivered to the purchaser in New York State, but resold from a business located outside the state.

Note: For purposes of 1) above, delivery by the seller includes delivery in the seller's own vehicle or by common carrier, regardless of who arranges for the transportation.

If, among other things, a purchaser has any place of business or salespeople in New York State, or owns or leases tangible personal property in the State, the purchaser is required to be registered in New York State. If you need help determining if you are required to register because you engage in some other activity in the State, contact the Department (see the **Need Help** section). However, a purchaser who is not otherwise required to be registered in New York may purchase fulfillment services from an unaffiliated New York fulfillment service provider and have its tangible personal property located on the premises of the provider without being required to be registered in New York State.

If you meet the registration requirements and engage in business activities in New York State without possessing a valid Certificate of Authority, you will be subject to penalty of up to \$500 for the first day on which you make a sale or purchase, and up to \$200 for each additional day, up to a maximum of \$10,000.

Limitations on use

Contractors cannot use this certificate. They must either:

- issue Form ST-120.1, *Contractors Exempt Purchase Certificate*, if the tangible personal property being purchased qualifies for exemption as specified by the certificate, or
- issue Form AU-297, *Direct Payment Permit*, or
- pay sales tax at the time of purchase.

Contractors are entitled to a refund or credit of sales tax paid on materials used in repairing, servicing or maintaining real property, if the materials are transferred to the purchaser of the taxable service in conjunction with the performance of the service. For additional information, see Publication 862, *Sales and Use Tax Classifications of Capital Improvements and Repairs to Real Property*.

To the Purchaser

Enter all the information requested on the front of this form.

You may check the *Blanket certificate* box to cover all purchases of the same general type of property or service purchased for resale. If you do not check the *Blanket certificate* box, the certificate will be deemed a *Single-use certificate*. Temporary

vendors may not issue a blanket certificate. A temporary vendor is a vendor (other than a show or entertainment vendor), who, in no more than two consecutive quarters in any 12-month period, makes sales of tangible personal property or services that are subject to tax.

This certificate does not exempt prepaid sales tax on cigarettes. This certificate may not be used to purchase motor fuel or diesel motor fuel.

If you intentionally issue a fraudulent exemption certificate, you will become liable for penalties and interest, in addition to the sales tax initially due. Some penalties that may apply:

- 100% of the tax due
- \$50 for each fraudulent exemption certificate issued
- a misdemeanor penalty consisting of fines not to exceed \$10,000 for an individual or \$20,000 for a corporation
- loss of your Certificate of Authority

To the Seller

If you are a New York State registered vendor and accept an exemption document, you will be protected from liability for the tax, if the certificate is valid.

The certificate will be considered valid if it was:

- accepted in good faith,
- in the vendor's possession within 90 days of the transaction, and
- properly completed (all required entries were made).

A certificate is accepted in good faith when a seller has no knowledge that the exemption certificate is false or is fraudulently given, and reasonable ordinary due care is exercised in the acceptance of the certificate.

You must get a properly completed exemption certificate from your customer no later than 90 days after the delivery of the property or the performance of the service. When you receive a certificate after the 90 days, both you and the purchaser are subject to the burden of proving that the sale was exempt, and additional documentation may be required. An exemption certificate received on time that is not properly completed will be considered satisfactory if the deficiency is corrected within a reasonable period. You must also maintain a method of associating an invoice (or other source document) for an exempt sale made to a customer with the exemption certificate you have on file from that customer.

Invalid exemption certificates - Sales transactions which are not supported by valid exemption certificates are deemed to be taxable retail sales. The burden of proof that the tax was not required to be collected is upon the seller.

Retention of exemption certificates - You must keep this certificate for at least three years after the due date of the return to which it relates, or the date the return was filed, if later.



Need Help?

Tax information: 1 800 972-1233
 Forms and publications: 1 800 462-8100
 From outside the U.S. and outside Canada: (518) 485-6800
 Fax-on-demand forms: 1 800 748-3676
 Internet access: <http://www.tax.state.ny.us>
 Hearing and speech impaired: 1 800 634-2110



DEALER INTERNET ACCESS & NON-DISCLOSURE OF CONFIDENTIAL INFORMATION AGREEMENT

The following agreement is between BAC Sales, Inc., hereinafter referred to as the "Company", and

..... of
[INSERT FULL LEGAL BUSINESS NAME]

.....,
[INSERT FULL LEGAL BUSINESS ADDRESS]

hereinafter referred to as the "Dealer".

By completing and submitting this agreement, the Dealer:

1. is requesting the Company assign the Dealer a Login-Name and Password that grants the Dealer access to the Company's On-line Ordering System. As a registered On-Line Ordering system user, the Dealer agrees to receive all documents relating to their business with the Company (including order confirmations, shipping notifications, invoices and statements) via E-mail.
2. acknowledges and agrees that, in and as a result of accessing the Company's on-line ordering system, the Dealer will be making use of, acquiring and/or adding to confidential information of a special and unique nature and value relating to such matters as pertain to the Dealer's account, product pricing and other Dealer related confidential information;
3. covenants and agrees that Dealer will not, at any time, directly or indirectly, divulge or disclose, for any purpose whatsoever, any confidential information which has been obtained by accessing the Company's On-line Ordering System;
4. further covenants and agrees that he or she will not use the Company's confidential information as described herein to, directly or indirectly, engage or participate in any activities, at any time, which may conflict with the best interests of the Company.

In the event of any breach of any of the above provisions, Company has the right to terminate the Dealer's On-line access and take any other action or remedy that the Company deems necessary.

Dealer's Signature Date

Signatory's Full Name [Please Print] Title:

Dealer's E-mail Address

<i>FOR OFFICE USE ONLY:</i>		
Login-name:	Password:	
Assigned by:	E-mail sent by:	Date:



DEALER REQUEST for E-MAIL NOTIFICATIONS

I/We, of
[INSERT FULL LEGAL BUSINESS NAME]

.....
[INSERT FULL LEGAL BUSINESS ADDRESS]

hereinafter referred to as the "Dealer", hereby request that BAC Sales and/or its associated enterprises, hereinafter referred to as the "Company", forward the below listed documentation to me/us via e-mail to the e-mail address so indicated here or to the specific e-mail address stated below:

Dealer's E-mail Address:

- Sales & Promotional Information E-mail Address:
- Sales Order Confirmations E-mail Address:
- Sales Order Related Information E-mail Address:
- Shipping Notifications E-mail Address:
- Invoices/Credits E-mail Address:
- Statements E-mail Address:
- General Information E-mail Address:
- E-mail Address:

The Dealer acknowledges that delivery of the above documents via e-mail is a legal and effective method of service of said documents and accepts the responsibilities attached thereto.

The Company herewith covenants that it does not and will not, without prior authorization, sell, distribute, share or otherwise disseminate your e-mail address to any other business, corporation or entity.

Dealer's Signature Date

Signatory's Full Name [Please Print] Title:

<i>FOR OFFICE USE ONLY:</i>	
Processed by:	Date:

How would like to hear from us?



We want you to succeed. Part of that is to supply our customers with information to help them along.

- Monthly Specials
- Manufacturer Incentives
- Newsletters
- Industry News
- Product Updates
- Technical Bulletins
- Price Changes
- Special Buys
- Manufacturer Sales Events

We strongly encourage all of our customers to sign up for our digital newsletter. It's the most feature rich and contains all the content you need to succeed. Simply visit our website and click the link to "BAC sales newsletter sign up form"

However, we understand every person has their own way of doing things. So let us know the best way to keep you informed.

Company Name: _____

Preferred method of contact: (Please check one and provide information)

- Fax: _____
- Email: (if you prefer email please visit our on-line form mentioned above) _____
- Regular Mail: _____

Brands Carried:

- | | | |
|--|---|---|
| <input type="checkbox"/> Big Green Egg | <input type="checkbox"/> Piazzetta | <input type="checkbox"/> Vermont Castings |
| <input type="checkbox"/> Enviro | <input type="checkbox"/> Pacific Energy | <input type="checkbox"/> Town & Country |
| <input type="checkbox"/> Majestic | <input type="checkbox"/> Selkirk | <input type="checkbox"/> Hudson River Stove Works |
| <input type="checkbox"/> Napoleon | <input type="checkbox"/> Swiss Grill | <input type="checkbox"/> Louisiana Grills |

Additional Information or Requests:

