



CUSTOMER APPLICATION

Please complete and return to: GMFSI, 45 Swift St., So. Burlington, VT 05403

Email to: betty@gmfsi.com - fax to : (802)863-8351

**This application is to apply for purchasing status only. All new accounts are accepted on a COD basis.
Thank you.*

SECTION 1: GENERAL INFORMATION All applicants complete this section.

NAME OF BUSINESS: _____

BUSINESS ADDRESS, CITY, ST, ZIP: _____

TELEPHONE: Business: _____ Home: _____

EMAIL ADDRESS: _____

Would you like invoices emailed? _____ Statements? _____ Price lists, workshop info, events and other marketing? _____

DESCRIPTION OF BUSINESS: _____

How long have you been in business: _____ Have you ever applied for customer status with us before? _____

If so, under what name: _____

Names of employees authorized to purchase for you (optional): _____

SECTION 2: FINANCIAL INFORMATION All applicants complete this section.

NAME OF BANK: _____

NAME ON ACCOUNT: _____

ACCOUNT NUMBER: _____

CREDIT CARD NUMBER: _____ EXPIRATION DATE: _____ CODE: _____

NAME ON CREDIT CARD: _____

BILLING ADDRESS OF CREDIT CARD: _____

Please list two business references:

I understand that by being approved for customer status by GMFSI, I will be responsible for all purchases made by myself and my employees. We accept all major credit cards. All new accounts will be COD. Additional review and a credit card back up may be required for credit terms. I, the undersigned, certify that the statements made on this Application are true and correct.

SIGNED: _____ TITLE: _____

DATE: _____

*Processing of your application may take up to two weeks. Purchases may not be allowed until you are approved and given a customer number.
If you wish to be approved for the purchase of fresh cut flowers and/or greens, please continue to SECTION 3.*

FOR COMPANY USE ONLY:

SUPPLY PURCHASES ONLY

APPROVED: _____ DENIED: _____

BY: _____ DATE: _____ GMFSI CUSTOMER NUMBER: _____



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SECTION 3: FLORAL INFORMATION

Complete this section ONLY if you are requesting approval to buy fresh cut flowers and greens and plan to potentially be purchasing our required average of \$150.00 per week or more (\$7,500.00 per year) of fresh cut flowers and greens.

How long have you been in the floral business? ___ years ___ months ___ new

Do you have a trained/experienced designer on staff? ___ yes ___ no

What type of cooler(s) do you have? ___ display ___ walk-in ___ other ___ none

How would you like to receive your flowers: ___ pick up ___ GMFSI delivery ___ other ___ need more information

What type(s) of floral solution do you use? ___ hydration ___ conditioner ___ food

Approximately how much do you expect your wholesale purchases from GMFSI to total: (circle each choice)

Weekly: \$10 \$50 \$100 \$200+ Monthly: \$40 \$200 \$800+ Yearly: \$500 \$2,500 \$10,000

What are your daily hours of operation?

Sunday _____ Thursday _____
Monday _____ Friday _____
Tuesday _____ Saturday _____
Wednesday _____

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SIGNED: _____ TITLE: _____

DATE: _____

Processing of your application may take up to two weeks. Purchases may not be allowed until you are approved and given a customer number.

GMFSI reserves the right to limit access of fresh floral products to only companies whose primary purpose is to purchase and resell fresh cut flowers and greens. Approval will be on an individual basis and each decision will be made solely by the Company.

FOR COMPANY USE ONLY:

SUPPLY PURCHASES ONLY

APPROVED: _____ DENIED: _____

BY: _____ DATE: _____

GMFSI CUSTOMER NUMBER: _____

CREDITS _____



Vermont Sales Tax Exemption Certificate
for

**PURCHASES FOR RESALE, BY EXEMPT ORGANIZATIONS, AND
BY DIRECT PAY PERMIT**

**Form
S-3**

32 V.S.A. § 9701(5); § 9743(1)-(3); § 9745

To be filed with the **SELLER**, not with the Vermont Department of Taxes.

Single Purchase - Enter Purchase Price \$ _____

Multiple Purchase (effective for subsequent purchases.)

BUYER

Buyer's Name		Federal ID Number	
Trading as		Telephone Number	
Address			
City	State	ZIP Code	
Buyer's Primary Business			

SELLER

Seller's Name GREEN MOUNTAIN FLORAL SUPPLY			
Address 45 SWIFT STREET			
City SOUTH BURLINGTON	State VT	ZIP Code	05403

EXEMPTION CLAIMED

DESCRIPTION. Description of purchased articles
BASIS FOR EXEMPTION
For resale/wholesale..... Vermont Sales & Use Tax Account Number: _____
Purchase by 501(c)(3) organization Vermont Account Number: _____
Direct payment by federal or Vermont governmental unit
Direct Pay Permit..... Permit #: _____
Purchases by 501(c)5 organization presenting fairs, field days, or festivals. Events: _____
..... Dates: _____
..... Vermont Sales & Use Tax Account Number: _____
Purchase by volunteer fire department, ambulance company, rescue squad. (Registration is not required.)

SIGNATURE

I certify that I have read and complied with the instructions provided with respect to the use of this Exemption Certificate. I further certify that the above statements are true, complete, and correct, and that no material information has been omitted.



Signature of Buyer or Authorized Agent Title Date

Form S-3 Instructions

Vermont Sales Tax Exemption Certificate of Purchases for Resale, by Exempt Organizations, and by Direct Pay Permit

This exemption certificate does not apply to contractors.

General Information

Please print in BLUE or BLACK ink only.

This exemption certificate applies to the following:

- Purchase(s) of tangible personal property for the purpose of resale
- Purchase(s) by an organization which is designated as a 501(c)(3) by the Internal Revenue Service, or agricultural organizations qualified for exempt status under § 501(c)(5) when presenting agricultural fairs, field days, or festivals
- Purchase(s) by a Federal or Vermont governmental unit (direct payment)
- Purchase(s) using a Direct-Pay Permit
- Purchase(s) by a volunteer fire department, ambulance company, or rescue squad

Please note: Civic, social, recreational, and business league organizations are not 501(c)(3) organizations, and therefore cannot make exempt purchases.

Accepting an Exemption Certificate in “Good Faith”

The buyer must present to the seller an accurate and properly executed exemption certificate for the exempted sale. The responsibility is on the seller to determine if the buyer is submitting the exemption certificate in “good faith.” This requires the seller to be familiar with Vermont Sales and Use Tax law and regulations, including exemptions, that apply to the seller’s business. If the buyer provides a certificate that is not valid, i.e., the item purchased does not qualify for the exemption, this is not in good faith and the seller should not accept the certificate. When the seller accepts the certificate in good faith, the seller is not liable for collecting and remitting Vermont Sales Tax.

An exemption certificate is received at the time of sale in good faith when all of the following conditions are met:

- The certificate contains no statement or entry which the seller knows, or has reason to know, is false or misleading.
- The certification is on an exemption form issued by the Vermont Department of Taxes or a form with substantially identical language.
- The certificate is signed, dated and complete (all applicable sections and fields completed).
- The property purchased is of a type ordinarily used for the stated purpose, or the exempt use is explained.

Burden of Proof

The burden of proof is on the seller to demonstrate the certificate was taken in good faith. If the seller cannot provide an exemption certificate showing that the sale was exempt, the Department will seek to collect tax from the seller. If, however, the seller can prove the buyer’s claim for the exemption was false, the Department will seek to collect the tax from the buyer.

Obtaining the Exemption Certificate

The seller must obtain an exemption certificate from the buyer either prior to or at the time of the sale. If the certificate is not available at the time of sale, the seller has 90 days after the sale to obtain a fully executed certificate, accepted in good faith.

Retaining the Exemption Certificate

Sellers must retain exemption certificates for at least three years from the date of the last sale covered by the certificate to document why the tax was not collected from the buyer.

Multiple Purchase Exemption Certificates

If the buyer presents a “Multiple Purchase” exemption certificate to the seller, it may be used only when purchasing *tangible personal property for use as indicated on this exemption certificate*. For each purchase covered by the exemption certificate, the sales slip or invoice must show the buyer’s name and address sufficient to link the purchase to the exemption certificate on file.

Other types of exemption certificates that may be applicable are available on our website at tax.vermont.gov/business-and-corp/nonprofit-and-exempt-organizations/exemption-certificates/. For questions regarding how these exemption certificates may be properly applied, please contact the Vermont Department of Taxes at 802-828-2551.

PLEASE NOTE: The "MERCHANDISE PURCHASE AND FINANCE AGREEMENT" (the "Agreement") is a promise to pay by the customer. By signing the "PERSONAL GUARANTY" the Owner (or other Guarantor, if applicable) is, in addition, PERSONALLY guaranteeing repayment of the Account. A signature is required on both the "AGREEMENT and "PERSONAL GUARANTY"

MERCHANDISE PURCHASE AND FINANCE AGREEMENT

Customer acknowledges receipt of a copy of Green Mountain Floral Supply, Inc. Payment Terms and Conditions. Customer agrees to be bound by the terms set forth therein. Upon notice of any changes in Terms and Conditions that Green Mountain Floral Supply, Inc. might make from time to time, acceptance of the new Terms and Conditions will be evidenced by continued use of the Account. The person(s) signing this Agreement on behalf of the Customer certifies that he/she has full authority to act on behalf of the Customer. I agree that suit for the balance due may be brought in Chittenden County, State of Vermont, and I agree to accept service of the complaint by certified mail, return receipt requested, addressed to customer at the business or home address written on the Application.

DATE: _____ CUSTOMER NAME: _____
Legal Name of Customer (if different): _____

Signed by: _____
Print Name & Title: _____

DRIVER'S LICENSE # _____ EXP. DATE _____ STATE _____

PERSONAL GUARANTY

This agreement is made between Guarantor and Green Mountain Floral Supply, Inc. ("GMFSI") in consideration of any and all extensions of credit to _____, the Customer, whose address is _____

I understand that a consumer credit report concerning the undersigned may be requested in connection with Open Account requests, or in connection with updates, renewals or extensions of any credit granted as a result of this account. If I subsequently ask for this information, I will be informed whether or not such a report was obtained and, if so, the name and address of the agency that furnished the report.

Guarantor unconditionally guarantees full and prompt payment when due, with no limitation on liability, of any and all existing or future indebtedness or liability of Customer to GMFSI including but not limited to all finance charges, restocking charges, returned check charges and all reasonable attorney and or collection fees and court costs. Guarantor waives notice of the acceptance of this Guaranty by GMFSI and the extension of any credit by GMFSI to Customers. Guarantor waives presentment, protest, notice, demand, or action on Customer's delinquency with regard to any indebtedness or liability, including any right to require lender to sue Customer or otherwise enforce payment by Customer. I agree that suit for the balance owed may be brought in Chittenden County, State of Vermont. GMFSI may sell, release, surrender, exchange, compromise, waive, subordinate, or modify the indebtedness or liability of Customer to GMFSI, without notice to Guarantor and without affecting Guarantor's liability to GMFSI. This Agreement shall be binding upon the Guarantor, and his/her respective heirs, Executors, Administrators, legal representatives and successors and assigns, and shall inure to the benefit of GMFSI and its successors and assigns.

There are no oral representations, understanding or warranties with respect to the Agreement. It may not be changed except by written agreement signed by the Guarantor and GMFSI.

GMFSI's rights and remedies shall not be modified, limited or waived by any representation, promise or agreement made, of by any course of conduct by GMFSI after the date of this Agreement, unless evidenced by a written document signed by GMFSI.

If any provision of this Agreement is declared unenforceable or invalid in whole or in part, for any reason, the remaining provisions shall continue to be effective.

The Laws of the State of Vermont shall govern this Agreement. Guarantor agrees that any process served on Guarantor(s) shall be sufficient if mailed to the address listed below or to Guarantor's residence by certified mail, return receipt requested.

Signature: _____ Date: _____
Print Name: _____ SS#: _____

Mailing Address: _____
DRIVER'S LICENSE #: _____ EXP DATE _____ STATE _____

Needed ONLY if the person signing the Guarantee is different than the person signing the Agreement on behalf of customer.

FOR OFFICE USE:

Sales Person _____ Acct # _____ Payment Terms: _____
Delivery Route: _____ Credit Limit: _____ By: _____ Date: _____

GREEN MOUNTAIN FLORAL SUPPLY, INC. PAYMENT TERMS & CONDITIONS

Green Mountain Floral Supply, Inc. is exclusively a wholesaler of fresh floral products and floral supplies. Vermont state requires that a completed Vermont State Resale and Exempt Organization Certificate of Exemption be obtained for all sales. All purchases are F.O.B. plus applicable packaging and handling charges.

AVAILABLE CREDIT TERMS: Customer may elect cash on delivery (COD) terms or prepayment on credit card (VISA, MasterCard, Discover, and American Express). Open Account billing is subject to credit approval.

ECOA NOTICE: The Equal Credit Opportunity Act (ECOA) prohibits credit grantors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status or age. The Federal Trade Commission administers compliance with ECOA.

OPEN ACCOUNT BILLING AND CREDIT PAYMENT TERMS: Open Account credit payment terms are 30 days from statement date. Invoices dated from the 26th through the 25th of the following month will be billed by monthly statement. If there are no invoice balances due exceeding 30 days, a 2% discount will be allowed for payments if received by the 10th of the month following purchases. Accounts with balances exceeding 30 days will be eligible to take a 2% discount on current purchases ONLY if the entire account balance is being paid in full in a single payment.

FINANCE CHARGE: a finance charge of 1.5% per month (18% APR) will be added to all past due balances on the last day of the billing cycle.

PAYMENTS: All payments received on Open Accounts will be posted first to interest and fees that may be due; the remaining amount if any will be posted to invoices due, paying the oldest invoices first.

ERRORS: Please report any errors on a billing statement to the billing department within 30 days of the statement date.

CREDITS: All claims for credit must be reported to the Sales Department within 48 hours of the invoice date. Each claim must include the invoice number, date of purchase, item, quantity and problem encountered. Merchandise must not be disposed of or destroyed until the credit is approved by the sales department. Approved credits will be issued to the customer's account.

FEES: A \$30.00 fee will be charged for each dishonored check. A restocking fee equal to 15% of the invoice total may be assessed for returns caused by failure to meet COD terms.

DISHONORED CHECKS: Returned checks will be re-deposited one time only. If the same check is returned twice for non payment, the customer will be placed on COD, cash or money order only, and the entire account balance will be declared immediately due and payable. If there are three (3) returned checks on account within a 12 month period, the account will be placed on COD, cash or money order only, and the entire account balance will be declared immediately due and payable; reinstatement of open account or check writing privileges will require review and approval of the credit department.

PAST DUE/OVER LIMIT ACCOUNT: Any account in default 60 days or more, or over the established credit limit, will be reviewed by the credit department. The company may then require the customer to pay for all subsequent purchases on delivery (COD), until all over line and/or past due balances are paid in full; the approval of the credit department will be required to increase or reinstate a credit line.

If it becomes necessary to place this account for collection, Green Mountain Floral Supply, Inc. will be entitled to payment in full for purchases, finance charges, restocking charges, returned check charges, and all reasonable attorney and/or collection fees and court costs.

OTHER CONDITIONS: A consumer credit report may be requested in connection with Open Account requests, or in connection with updates, renewals or extensions of any credit granted as a result of this account. If you subsequently ask for this information, you will be informed whether or not such a report was obtained and, if so, the name and address of the agency that furnished the report.

From time to time, we may receive credit information about you from others, such as other lenders, and credit reporting agencies. We may also furnish on a regular basis credit and experience information regarding your account to other lenders, or to other credit reporting agencies seeking such information.

Customer agrees to immediately notify Green Mountain Floral Supply, Inc. in the event that any Customer Account or business information needs to be corrected or brought current, and agrees to provide Green Mountain Floral Supply, Inc any such information that may be requested by them from time to time.