



APPLICATION FOR ACCOUNT
CAPITAL CANDY COMPANY, INC.
32 BURNHAM STREET, BARRE, VT 05641
PHONE: 1-800-639-2224 FAX: 802-476-6929
WWW.CAPITALCANDY.COM

DATE: _____

ACCOUNT NAME: _____ STORE NUMBER: _____

STREET ADDRESS: _____ CITY: _____ STATE: _____

ZIP: _____ HOME PHONE: _____ STORE PHONE: _____

FAX: _____ CELL: _____ E-MAIL: _____

(CHECK ONE)

<input type="checkbox"/> CORPORATION	LEGAL NAME OF COMPANY _____	STATE OF INCORPORATION _____
<input type="checkbox"/> PARTNERSHIP	TRADE NAMES _____	
<input type="checkbox"/> PROPRIETORSHIP	OFFICE ADDRESS _____	YEARS IN BUSINESS _____
<input type="checkbox"/> GOV/SCHOOL	CITY _____	STATE _____ ZIP _____
<input type="checkbox"/> NON PROFIT	STATE TAX ID # _____ FEDERAL EIN # _____	
<input type="checkbox"/> LLC	CIGARETTE LICENSE: _____ TOBACCO LICENSE: _____	
<input type="checkbox"/> OTHER	DATE BUSINESS COMMENCED _____ Business Premises: Owned _____ Leased _____ Years at location _____	

TYPE OF BUSINESS _____

LANDLORD NAME _____ ADDRESS _____

CITY _____ STATE _____ ZIP _____ PHONE _____

ALL OWNERS PRINCIPALS/MEMBERS (USE ADDITIONAL SHEET OF PAPER IF NEEDED)

OWNERS NAME _____ SOCIAL SECURITY # _____

HOME ADDRESS _____ CITY _____ STATE _____

MARITAL STATUS: MARRIED/SINGLE SPOUSES NAME: _____ SOCIAL SECURITY # _____

YEARS@ADDRESS _____ HAVE YOU EVER FILED BANKRUPTCY Y/N DO YOU OWN YOUR HOME Y/N

IF SO WHEN? _____ COUNTY _____ STATE _____

ASSETS:

ADDRESS OF PERSONAL RESIDENCE _____ CITY _____ STATE _____

OWNED SINCE _____ CO-OWNER(S) _____

ADDRESS OF OTHER PROPERTY OWNED OTHER THAN RESIDENCE _____

CITY _____ STATE _____ ZIP _____

ADDRESS OF OTHER PROPERTY OWNED OTHER THAN RESIDENCE _____

CITY _____ STATE _____ ZIP _____

BANK REFERENCES:

NAME OF BANK(BUSINESS ACCOUNT) _____	ACCT/LOAN # _____
ADDRESS _____ CITY _____	STATE _____
PHONE _____ FAX _____	TYPE: SAVING/CHECKING/LOAN
NAME OF BANK(PERSONAL ACCOUNT) _____	ACCT/LOAN # _____
ADDRESS _____ CITY _____	STATE _____
PHONE _____ FAX _____	TYPE: SAVING/CHECKING/LOAN

TRADE REFERENCES: (PLEASE LIST VENDORS WITH WHOM YOU HAVE A CREDIT RELATIONSHIP)

PRIMARY WHOLESALER: _____

ADDRESS _____ CITY _____ STATE _____
PHONE _____ FAX _____

TRADE REFERENCES:

PRIMARY WHOLESALER: _____

ADDRESS _____ CITY _____ STATE _____
PHONE _____ FAX _____

TRADE REFERENCES:

PRIMARY WHOLESALER: _____

ADDRESS _____ CITY _____ STATE _____
PHONE _____ FAX _____

ITEMS & CONDITIONS

The undersigned customer (hereinafter, the "Customer") certifies to Capital Candy Company that the information on this application for account is true, current and correct and that it is submitted for the purpose of obtaining an account. The customer agrees to allow Band and Trade Reference to release credit and account information to Capital Candy Company. In the event an account is approved, the Customer application for account, intending and agreeing to be legally bound, agrees to following the terms and conditions:

1. The Customer agrees to pay all charges on receipt of merchandise. If the Customer is a corporation, partnership, limited liability company or there entity, the principals of the entity will sign the guaranty that is attached to this application.
2. In the event that payment is not received by Capital Candy according to the established terms, Capital Candy will charge, and the Customer agrees to pay a finance charge at the rate of 1.5% per month on under \$500.00 and 1% on any excess over \$500.00.
3. Capital Candy may, at option, elect to refuse to continue or supply the customer with any additional merchandise until the account is paid in full.
4. In the event the account is unpaid for a period of Thirty(30)days or more from the date of delivery of merchandise, the account may be turned over for collections. The customer will pay all of Capital Candy Company's costs of collection, including reasonable attorneys' fees. If Capital sues the Customer to collect any amounts owed and wins the suit, the Customer agrees to pay Capital Candy actual court costs and reasonable attorney's fees as allowed by law. The Customer agrees to allow Capital Candy Company to chose the court where legal proceeding will be filed.
5. If the Customer's account becomes past due, Capital Candy Company may repossess the merchandise from the Customer's location.
6. In addition to any rights of Capital Candy Company under paragraph 5, the Customer hereby grants to Capital Candy a purchase money security interest in all inventory that is now or hereafter sold by Capital Candy Company to the Customer, wherever such inventory is located, and in all proceeds thereof. The Customer authorized Capital Candy Company to file, in such offices and jurisdictions as Capital Candy Company may elect at Customer's expense, financing and continuation statements pursuant to Uniform Commercial Cod (UCC) and notices of Capital Candy Company's security interest to other secured parties of Customer. Upon failure of the Undersigned to pay its obligations to Capital Candy Company according to the established terms, Capital Candy Company will have all the rights and remedies of a secured party under the UCC in addition to all of its other rights and remedies at law, equity and under this agreement.
7. If any term or provision of the Agreement of the application thereof to any party or circumstance shall to any extent be invalid or unenforceable, the remainder of the Agreement, or the application of such term or provision to parties or circumstances other that those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the maximum extent permitted by law.
8. These terms and conditions may not be changed, altered, or modified, unless in writing and signed by an authorized officer of Capital Candy Company.
9. Any notations made on any form of payment for less than full payment due to Capital Candy Company shall not act as a release, waiver, or relinquishment of any claims of Capital Candy Company for unpaid or portions thereof from Customer.

Unconditional Guaranty of Account

Such of the undersigned owner(s) of _____ (Company Name), a _____ (corporation)(limited liability company)(partnership)(Customer) hereby unconditionally jointly and severally guarantee(s) all obligations of Customer to Capital Candy Company (seller), its successors and assigns. This is a guaranty of payment, not of collection. The undersigned waive(s) all defenses based on survey ship or impairment of collateral, and waive(s) all notices.

This guaranty may be revoked only thirty days after Seller's receipt of the undersigned written notice of revocation shall not apply to any obligations existing as of the effective date of the revocation. The undersigned will pay all Seller's costs of collection including reasonable attorneys' fees. This Guaranty contains the parties' entire understanding as to the undersigned guaranty, and may only be modified by a writing signed by the undersigned and Seller.

In witness thereof, the undersigned has executed this Guaranty as a sealed instrument as of the _____ day of 20__.

Name

Name

Name

Witness

Automatic Checking Form (EFT)

Store Name: _____

Account Number: _____

Bank Name: _____

Checking Account Number: _____

Routing Number: _____

*****If the amount of EFT used to pay us is dishonored, refused or returned for any reason, we reserve the right to electronically debit your account in the amount attempted and your account will be charged a \$40.00 fee from Capital Candy Company. If your account becomes past due we reserve the right to electronically debit your account in the amount that is due.**

I authorize Capital Candy Company to use this account.

Owners Signature: _____

E-mail or Fax number _____

Staple Your

Voided Check

Here



Form ST-4 Sales Tax Resale Certificate

Name of purchaser Account ID number or Federal ID 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 mass.gov/dor and click on MassTaxConnect 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 Account ID number or 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.