



## Customer Information Form

### Business Details

Company Name:	
Business address:	
Mailing address : (if different)	
Office phone:	
Office Email:	

Tax Exempt:                Yes                No

If Yes, please complete Tax Exempt Certificate

### Contact Details

Main Contact:	Name:
	Position:
	Phone:
	Email:
Accounts Payable:	Name:
	Phone:
	Email:

Please return form to [vanessa@rubberized.com](mailto:vanessa@rubberized.com)

Thank you!



## OPEN ACCOUNT APPLICATION AND AGREEMENT

Tucson Rubberized Coatings, Inc.

Send by email to: [vanessa@rubberized.com](mailto:vanessa@rubberized.com) or hand-deliver to any location

Name: \_\_\_\_\_ (hereinafter "Customer") Tax ID# \_\_\_\_\_

Type of Business: ☐ Partnership ☐ Corporation ☐ Other Years in Business \_\_\_\_\_

Customer Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Do you want invoices emailed: ☐ Yes ☐ No Do you require purchase orders: ☐ Yes ☐ No

How long in business: \_\_\_\_\_ Number of Employees: \_\_\_\_\_

Annual Revenue: \_\_\_\_\_ Approximate Amount of Credit desired: \_\_\_\_\_

Dun & Bradstreet No. : \_\_\_\_\_

### Partners/Managers (of LLC) and/or Corporate Officers

Name	Title
1	
2	
3	

In order to induce Tucson Rubberized Coatings, Inc. (hereinafter "TRC") to extend open account credit to Customer to facilitate the purchase of TRC's products, the parties agree to the terms on the following pages for the Open Account Application and Agreement.

### Standard Open Account Terms

1. Customer shall pay in full each invoice sent to it by TRC for materials purchased on account within thirty (30) days of the date of each such invoice. TRC reserves its right in its sole discretion to (i) cancel or reduce credit under this Open Account Agreement ("Agreement"); (ii) refuse to make future sales; or (iii) require deposits or full payment before delivery.

2. Customer agrees to immediately review upon receipt all invoices and/or statements and to advise TRC of any discrepancy or dispute of such invoice/statement within thirty (30) days of received, together with a written statement for any charge under dispute. Failure to comply constitutes a waiver of any claim for such discrepancy/dispute.

3. Time is of the essence with regard to this Agreement.

4. Any invoice paid by credit card will include a service charge equal to three (3%) percent of the amount so paid. All payments shall be applied first to finance charges and finally to the amount due for materials purchase. Customer shall pay TRC a finance charge of one and one-half (1 1/2%) percent of the unpaid balance of any invoiced amounts that remain unpaid on the thirtieth (30<sup>th</sup>) day

following the invoice date. With regard to such finance charges, they shall be compounded to the extent that any unpaid finance charges shall be shown as due and owing on each successive invoice or other statement of account sent from time to time thereafter until paid in full.

5. This Agreement shall be construed and enforced according to the laws of Arizona. Customer waives any right it would otherwise have to a jury trial and agrees that any dispute between Customer and TRC shall be decided by a judge alone.

6. Customer agrees to pay all collection costs, plus reasonable attorney's fees, whether or not legal action is imposed. In the event of legal action, the prevailing party shall be entitled to recover its attorney's fees and costs incurred therein.

7. This Agreement shall be binding upon the successor and assigns of Customer regardless of any subsequent incorporation, reorganization, merger, consolidation of Customer, change of partners, change of name or any other change in the composition of Customer.

8. The undersigned warrants that he/she has the authority to execute this Open Account Agreement for Customer and to bind said company to the terms contained herein and further certifies that the information provided herein is true and correct. Customer further certifies that this request is for the extension of credit for business purposes.

9. Customer hereby accepts and agrees to the terms and conditions stated above including the payment terms.

10. I/we hereby authorize you or your agent/representative to secure a credit report regarding Customer from time to time in connection with the extension or continuation of credit represented by this Agreement or the collection of debts resulting therefrom. Customer further agrees to the release of credit information, including the reporting of credit history to credit reporting agencies, consistent with the Fair Credit Reporting Act 15 U.S.C. § 1681, et seq., as amended. This authorization shall be continuing without expiration. A photocopy or facsimile copy shall be given the same effect as the original.

#### **Personal Guarantee**

In consideration of and in order to induce Tucson Rubberized Coatings, Inc., "Payee", to extend credit to \_\_\_\_\_, "Customer", the undersigned (the "Guarantor") hereby:

1. Unconditionally and absolutely guarantees to Payee(s), jointly and severally, the full and prompt payment and performance of any and all account receivable charges by Customer incurred to Payee, including collections fees and reasonable attorneys' fees.

2. Waives (i) presentment, demand, notice of nonpayment, protest and notice of protest and dishonor on the Notes or open account charges; (ii) notice of acceptance of this Guaranty by Payees; and (iii) notice of the creation or incurrence of the Notes or open account charges by the Customer.

3. Agrees that Payee may from time to time, without notice to Guarantor, which notice is hereby waived by Guarantor, extend, waive, renew or compromise the open account balance, in whole or in part, without releasing, extinguishing or affecting in any manner whatsoever the liability of Guarantor hereunder, the foregoing acts being hereby consented to by Guarantor.

4. Agrees that this Guaranty shall remain in full force and effect and be binding upon Guarantor until the Account Receivables are paid and performed in full. Guarantor may terminate this guaranty at any time but shall remain liable for the then existing balance of the open account balance of Customer.

5. Agrees that the possession of this instrument of guaranty by Payee shall be conclusive evidence of due execution and delivery hereof by Guarantor.

6. Agrees that this Guaranty shall be binding upon the legal representatives, successors and assigns of Guarantor, and shall inure to the benefit of Payees and their successors, assigns and legal representatives.

7. If married, Guarantor must include the signature of his or her spouse.

Dated as of this the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**Guarantor Signature(s)\*:**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature – Individually

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature – Individually

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address



Name of Company Applying for Credit:

\_\_\_\_\_

Amount Requesting: \$ \_\_\_\_\_

Terms: Net 30

**Trade References**

Company Name:	Company Name:	Company Name:
Contact Name:	Contact Name:	Contact Name:
Address:	Address:	Address:
Phone:	Phone:	Phone:
Account Opened Since:	Account Opened Since:	Account Opened Since:
Credit Limit:	Credit Limit:	Credit Limit:
Current Balance:	Current Balance:	Current Balance:

I hereby certify that the information contained herein is complete and accurate. This information has been furnished with the understanding that it is to be used to determine the amount of credit and conditions of the credit to be extended. Furthermore, I herby authorize the companies listed in this document to release the necessary information to the company for which credit is being applied for in order to verify the information contained herein.

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*



# Arizona Form 5000

## Transaction Privilege Tax Exemption Certificate

- Do not use Form 5000 to claim sale for resale. Use Form 5000A.
- Do not use Form 5000 if you are a non-TPT licensed contractor. Use Form 5000M.

This Certificate is prescribed by the Department of Revenue pursuant to A.R.S. § 42-5009. The purpose of the Certificate is to document and establish a basis for state and city tax deductions or exemptions. It is to be filled out completely by the purchaser and furnished to the vendor at the time of the sale. The vendor shall retain this Certificate for single transactions or for the specified period as indicated below. Incomplete Certificates are not considered to be accepted in good faith. Only one category of exemption may be claimed on a Certificate.

A. Purchaser's Name and Address:	B. Check Applicable Box:
Name	<input type="checkbox"/> Single Transaction Certificate
Address	<input type="checkbox"/> Period From _____ Through _____
City State ZIP Code	(You must choose specific dates for which the certificate will be valid. You are encouraged not to exceed a 12 month period. However, a certificate will be considered to be accepted in good faith for a period not to exceed 48 months if the vendor has documentation the TPT license is valid for each calendar year covered in the certificate.)
Vendor's Name	

C. Choose one transaction type per Certificate:	
<input type="checkbox"/> Transactions with a Business	<input type="checkbox"/> Transactions with Native Americans, Native American Businesses and Tribal Governments (See reason #14.)
Arizona Transaction Privilege Tax (TPT) License Number	Tribal Business License Number OR Tribal Number
SSN / EIN	Name of Tribe Tribal Government <input type="checkbox"/>
Other Tax License Number	<input type="checkbox"/> Transactions with a U.S. Government entity (See reasons #9 and #10.)
If no license, provide reason:	<input type="checkbox"/> Transaction with a Foreign Diplomat (See reason #15.)
Precise Nature of Purchaser's Business	

D. Reason for Exemption:
Check the box indicating one of the more common exemptions provided below, or use Box 16 or 17 to cite the appropriate authority for another exemption (deduction). Refer to <a href="http://www.azdor.gov/Forms/TransactionPrivilegeTax.aspx">www.azdor.gov/Forms/TransactionPrivilegeTax.aspx</a> for a complete list of state and city exemptions (deductions) and the business classes (codes) under which the deductions apply.
<input type="checkbox"/> 1. Tangible personal property to be leased or rented in the ordinary course of the purchaser's licensed business.
<input type="checkbox"/> 2. Tangible personal property to be incorporated into a taxable contracting project, or a maintenance, repair, replacement or alteration project.
<input type="checkbox"/> 3. Food, drink, or condiments purchased by a restaurant business.
<input type="checkbox"/> 4. Pipes or valves four inches in diameter or greater to be used for transportation of oil, natural gas, artificial gas, water or coal slurry.
<input type="checkbox"/> 5. Railroad rolling stock, rails, ties, and signal control equipment.
<input type="checkbox"/> 6. Machinery and equipment sold or leased and used directly in the following business activities: <input type="checkbox"/> Manufacturing, processing or fabricating. <input type="checkbox"/> Job printing. <input type="checkbox"/> Refining or metallurgical operations. <input type="checkbox"/> Extraction of ores or minerals from the earth for commercial purposes. <input type="checkbox"/> Extraction of, or drilling for, oil or gas from the earth for commercial purposes.
<input type="checkbox"/> 7. Income Producing Capital Equipment to be leased. <b>NOTE:</b> Cities only - See M.C.T.C. 110 for definitions.
<input type="checkbox"/> 8. Food, drink or condiments for consumption within the premises of any prison, jail or other institution under the jurisdiction of the state department of corrections, the department of public safety, the department of juvenile corrections or a county sheriff. Food, drink, condiments or accessories purchased by a school district for consumption at a public school within the district during school hours.
<input type="checkbox"/> 9. Tangible personal property sold or leased directly to the United States Government or its departments or agencies by a manufacturer, modifier, assembler or repairer. (Retail, personal property rental and mining classifications only.)
<input type="checkbox"/> 10. Fifty percent of the gross proceeds or gross income from the sale of tangible personal property directly to the United States Government or its departments or agencies. (Retail classification only.)

Your Name (as shown on page 1)	Arizona Transaction Privilege Tax License Number
<div style="margin-bottom: 10px;"> <input type="checkbox"/> 11. Electricity, natural gas or liquefied petroleum gas sold to a qualified manufacturing or smelting business. A manufacturing or smelting business that claims this exemption authorizes the release by the vendor of the information required to be provided to the Department of Revenue pursuant to A.R.S. § 42-5063(C)(6). <b>NOTE:</b> It is recommended that the purchaser attach the worksheet from the Transaction Privilege Procedure (TPP 18-1). (Utilities classification only.) (Not available for all Cities.)         </div> <div style="margin-bottom: 10px;"> <input type="checkbox"/> 12. Electricity or natural gas to a business that operates an international operations center in this state and that is certified by the Arizona Commerce Authority. <b>NOTE:</b> Certification must be attached. (Utilities classification only.) (Not available for all Cities.)         </div> <div style="margin-bottom: 10px;"> <input type="checkbox"/> 13. Computer data center equipment sold to the owner, operator or qualified colocation tenant of a computer data center that is certified by the Arizona Commerce Authority pursuant to A.R.S. § 41-1519. <b>NOTE:</b> Equipment must qualify and certification must be attached. (Retail class only, does NOT include leases.)         </div> <div style="margin-bottom: 10px;"> <input type="checkbox"/> 14. Sale or lease of tangible personal property to affiliated Native Americans if the solicitation for sale, signing of the contract, delivery of the goods and payment for the goods all occur on the reservation. <b>NOTE:</b> The vendor shall retain adequate documentation to substantiate the transaction.         </div> <div style="margin-bottom: 10px;"> <input type="checkbox"/> 15. Foreign diplomat. <b>NOTE:</b> Limited to authorization on the U.S. Department of State Diplomatic Tax Exemption Card. The vendor shall retain a copy of the U.S. Department of State Diplomatic Tax Exemption Card and any other documentation issued by the U.S. Department of State. Motor vehicle purchases or leases must be pre-authorized by the Office of Foreign Missions ("OFM"). See "Vehicle Tax Exemption" at <a href="http://www.state.gov/ofm/tax/">www.state.gov/ofm/tax/</a> </div> <div style="margin-bottom: 10px;"> <input type="checkbox"/> 16. *Other Deduction: Cite the Arizona Revised Statutes authority for the deduction. A.R.S. § _____            Description:         </div> <div style="margin-bottom: 10px;"> <input type="checkbox"/> 17. *Other Cities Deduction: Cite the Model City Tax Code authority for the deduction. M.C.T.C. § _____            Description:         </div>	
<p><small>*Refer to <a href="http://www.azdor.gov/TransactionPrivilegeTax(TPT)/RatesandDeductionCodes.aspx">www.azdor.gov/TransactionPrivilegeTax(TPT)/RatesandDeductionCodes.aspx</a> for a complete list of state and city exemptions (deductions) and the business classes (codes) under which the deductions apply.</small></p>	

<b>E. Describe the tangible personal property or service purchased or leased and its use below.</b> <b>(Use additional pages if needed.)</b>

<b>F. Certification</b>
<p>A vendor that has reason to believe that this Certificate is not accurate or complete will not be relieved of the burden of proving entitlement to the exemption. A vendor that accepts a Certificate in good faith will be relieved of the burden of proof and the purchaser may be required to establish the accuracy of the claimed exemption. If the purchaser cannot establish the accuracy and completeness of the information provided in the Certificate, the purchaser is liable for an amount equal to the transaction privilege tax, penalty and interest which the vendor would have been required to pay if the vendor had not accepted the Certificate. Misuse of this Certificate will subject the purchaser to payment of the A.R.S. § 42-5009 amount equal to any tax, penalty or interest. Willful misuse of this Certificate will subject the purchaser to criminal penalties of a felony pursuant to A.R.S. § 42-1127(B).</p>
<p>I, (print full name) _____, hereby certify that these transactions are exempt from Arizona transaction privilege tax and that the information on this Certificate is true, accurate and complete. Further, if purchasing or leasing as an agent or officer, I certify that I am authorized to execute this Certificate on behalf of the purchaser named above.</p>
<div style="display: flex; justify-content: space-between; border-top: 1px solid black; margin-top: 20px;"> <span>SIGNATURE OF PURCHASER</span> <span>DATE</span> <span>TITLE</span> </div>



# Arizona Form 5000A

## Arizona Resale Certificate

- Use this form to purchase tangible personal property for resale in the ordinary course of business.
- Wholesalers must have a Transaction Privilege Tax ("TPT") or other state's Sales Tax License to purchase tangible personal property for resale.

This Certificate is prescribed by the Department of Revenue pursuant to A.R.S. § 42-5022. The purpose of the Certificate is to document the purchase of tangible personal property for resale in the purchaser's regular course of business. It is to be filled out completely by the purchaser and furnished to the vendor. The vendor shall retain this Certificate for single transactions or for specified periods as indicated below. This Certificate shall be obtained from the purchaser at the time of the sale. Incomplete Certificates are not considered to be accepted in good faith.

A. Business Name and Address:		B. Check Applicable Box:
Name	*TPT/Sales Tax License No.	<input type="checkbox"/> Single Transaction Certificate <input type="checkbox"/> Period From _____ Through _____ <i>(You must choose specific dates for which the certificate will be valid. You are encouraged not to exceed a 12 month period. However, a certificate will be considered to be accepted in good faith for a period not to exceed 48 months if the vendor has documentation the TPT license is valid for each calendar year covered in the certificate.)</i>
Address		
City	State ZIP Code	
Vendor's Name		

C. Precise Nature of Purchaser's Business:

D. Description of Property Being Purchased:

E.
<b>The following sales of tangible personal property do not require the purchaser to provide a TPT or other Sales Tax License (check appropriate box):</b>
<input type="checkbox"/> Sales to the U.S. government or its departments or agencies for resale (purchased directly by the Federal Government).
<input type="checkbox"/> Sales to an unlicensed Arizona School District for resale (purchased directly by the school district).
<input type="checkbox"/> Sales to a nonprofit charitable I.R.C. § 501(c)(3) organization for resale. (Attach I.R.S. determination letter to this form.)
<input type="checkbox"/> Sales to a nonprofit charitable I.R.C. § 501(c)(3), (c)(4), or (c)(6) organization associated with a major league baseball team or a national professional golfing association for resale. (Attach I.R.S. determination letter to this form.)
<input type="checkbox"/> Sales to a nonprofit charitable I.R.C. § 501(c)(3), (c)(4), (c)(6), (c)(7), or (c)(8) organization that sponsors a rodeo featuring farm and ranch animals for resale. (Attach I.R.S. determination letter to this form).
<input type="checkbox"/> Sales to a nonprofit charitable I.R.C. § 501(c)(6) organization that produces, organizes, or promotes a cultural or civic related festival or event - for resale. (Attach I.R.S. determination letter to this form).

F. Certification
<b>A seller that has reason to believe that this Certificate is not accurate, complete, or applicable to the transaction may not accept the Certificate in good faith and the seller will not be relieved of the burden of proving entitlement to the exemption from tax. A seller that accepts a Certificate in good faith will be relieved of the burden of proof and the purchaser may be required to establish the accuracy of the claimed exemption from tax as provided in A.R.S. § 42-5009. Subsequent use or consumption of the tangible personal property by the purchaser other than sale in the ordinary course of business will subject the purchaser to the Arizona use tax. Willful misuse of this Certificate will subject the purchaser to criminal penalties of a felony pursuant to A.R.S. § 42-1127(B).</b>
I, (print full name) _____, hereby certify that these purchases are for resale in the ordinary course of business and that the information on this Certificate is true, accurate and complete. Further, if purchasing as an agent or officer, I certify that I am authorized to execute this Certificate on behalf of the purchaser named above.

SIGNATURE OF PURCHASER	TITLE	DATE
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