



RMB Associates, Inc.

Credit Application

Section 1: Company Information

Name of Licensee _____ Phone _____

Trade Name (DBA) _____

Billing Address: _____

City, State, Zip: _____

Billing Contact Person: _____ Phone: _____

Fax: _____ E-mail: _____

Shipping Address: _____

City, State, Zip: _____

Shipping Contact Person: _____ Phone: _____

Fax: _____ E-mail: _____

Seller's Permit #: _____ ABC Lic. #: _____

Type of Business: _____ Business Started: ____ \ ____ \ ____

Sole Proprietorship Partnership LLC Corporation

Date Formed: ____ \ ____ \ ____ State: _____ State Record #: _____

Principal Owner or Officers of Company

Name: _____ Title: _____ SS#: _____

Name: _____ Title: _____ SS#: _____

Name: _____ Title: _____ SS#: _____

Trade References

#1 - Company Name: _____ Account #: _____

Contact: _____ Phone: _____ Fax: _____

#2 - Company Name: _____ Account #: _____

Contact: _____ Phone: _____ Fax: _____

#3 - Company Name: _____ Account #: _____

Contact: _____ Phone: _____ Fax: _____

Bank Information

Bank Name: _____ Acct #: _____

Contact Name: _____ Phone #: _____

Provisions

1. All invoices are due thirty (30) days from the date thereof.
2. All sales are made in accordance with California state law, including provisions of the ABC Act mandating a one percent (1%) penalty on all past-due invoices from the forty-third (43rd) day from the date of delivery and each thirty (30) days thereafter. In addition to the state-mandated penalty charge, a one-percent (1%) carrying charge will be charged on all past-due invoices from the forty-third (43rd) day from the delivery and each thirty (30) days thereafter.
3. Any purchase discounts, if offered, are valid only on accounts paid within the terms of the sale. Discounts may be revoked on past due accounts.
4. Any billing discrepancies are the responsibilities of the undersigned applicant. The undersigned applicant must notify RMB Associates, Inc. within fifteen (15) days of receipt of invoice of any billing errors to ensure timely adjustment to the applicant's account.



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5. Credit/Payment terms are extended at the sole discretion of RMB Associates and may not be altered except in writing signed by RMB Associates, Inc.
6. RMB Associates, Inc. reserves the right to decline any order placed by the undersigned applicant at any time for any reason.
7. RMB Associates, Inc. reserves the right to cancel this agreement in its sole and absolute discretion at any time upon five (5) days' written notice and to declare all amounts owed hereunder immediately due and payable.
8. The undersigned applicant warrants that any credit advanced hereunder shall be for commercial purposes and is not a consumer credit application.
9. Conditions contained herein take precedence over any other conditions contained in any customer purchase order or other document, and no contrary, additional, or different provisions shall be binding upon RMB Associates, Inc. unless specifically accepted by RMB Associates, Inc. in writing.
10. This agreement shall be governed by the laws of the State of California.
11. In the event of any dispute arising from this Application for Credit and Terms of Account, the prevailing party shall be entitled to reasonable attorneys' fees and costs.
12. The undersigned applicant certifies that all the information on this form is correct; and fully understands this credit agreement and agrees to the proper payment of extended credit as specified herein.
13. This Application for Credit and Terms of Account may be dated and signed and returned via facsimile transmission. In that event, the facsimile copy shall be as valid as if it contained an original ink signature.
14. The person executing this Application for Credit and Terms of Account represents that he/she has full authority to sign said Application for Credit and Terms of Account, and, if executing on behalf of a principal, he/she is authorized by his or her principal to sign on behalf of said principal. **If the undersigned applicant is not authorized to sign on behalf of a principal who is a corporation or limited liability company, or said principal refuses payment on the basis that the signer of this Application for Credit and Terms of Account is not authorized to sign on behalf of the principal, the signer hereby agrees to personally pay RMB Associates, Inc. for any balance unpaid by the principal, including all late fees, interest, attorney's fees, and costs of collection.**

Section 6: Signatures

Name and Capacity of person(s) completing and signing this application:

Applicant 1: _____

Printed Name	Capacity/Position
_____	_____
Signature	Date

Applicant 2: _____

Printed Name	Capacity/Position
_____	_____
Signature	Date

Personal Guarantee [Required for Corporations and Limited Liability Companies]

As additional consideration and to assist RMB Associates, Inc. to provide credit in accordance with the terms contained in the above described Application for Credit and Terms of Account, the undersigned shareholders, officers and/ or members, as the case may be, personally guarantee the payment of all obligations of the Applicant arising from said Application for Credit and Terms of Account.

_____	_____	_____
Printed Name	Signature	Date
_____	_____	_____
Printed Name	Signature	Date

*****A completed copy of California Resale Certificate given by RMB Associates, Inc. must be attached to application.**

GENERAL RESALE CERTIFICATE California Resale Certificate

I HEREBY CERTIFY:

1. I hold valid seller's permit number: _____

2. I am engaged in the business of selling the following type of tangible personal property:

3. This certificate is for the purchase from RMB Associates, Inc. of the item(s) I have listed in paragraph 5 below.
[Vendor's name]

4. I will resell the item(s) listed in paragraph 5, which I am purchasing under this resale certificate in the form of tangible personal property in the regular course of my business operations, and I will do so prior to making any use of the item(s) other than demonstration and display while holding the item(s) for sale in the regular course of my business. I understand that if I use the item(s) purchased under this certificate in any manner other than as just described, I will owe use tax based on each item's purchase price or as otherwise provided by law.

5. Description of property to be purchased for resale: _____

6. I have read and understand the following:

For Your Information: A person may be guilty of a misdemeanor under Revenue and Taxation Code section 6094.5 if the purchaser knows at the time of purchase that he or she will not resell the purchased item prior to any use (other than retention, demonstration, or display while holding it for resale) and he or she furnishes a resale certificate to avoid payment to the seller of an amount as tax. Additionally, a person misusing a resale certificate for personal gain or to evade the payment of tax is liable, for each purchase, for the tax that would have been due, plus a penalty of 10 percent of the tax or \$500, whichever is more.

NAME OF PURCHASER

SIGNATURE OF PURCHASER, PURCHASER'S EMPLOYEE OR, AUTHORIZED REPRESENTATIVE

PRINTED NAME OF PERSON SIGNING

TITLE

ADDRESS OF PURCHASER

TELEPHONE NUMBER

DATE