



# Pacifica Wholesale Tile & Stone

1304 S. Allec St., Anaheim, CA 92805  
 Phone (714) 520-0777 Fax (714) 520-0888

BUSINESS INFORMATION					
Company name			Phone	Fax	
Business address		City		State	ZIP
Billing address (if different from above)		City		State	Zip
Preferred billing method Mail: <input type="checkbox"/> Email: <input type="checkbox"/>	Billing contact		Billing email		
Operating as: Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Co <input type="checkbox"/> Corporation <input type="checkbox"/>				Year business began	
Tax identification numbers		SSN	EIN	State of Registration/ Organization/Incorporation	
Business type: Contractor <input type="checkbox"/> Designer <input type="checkbox"/> Developer <input type="checkbox"/> Retailer <input type="checkbox"/> Wholesaler <input type="checkbox"/>					
PRINCIPAL INFORMATION (Owners/Officers)					
Name	Title	Address			
Phone		Social security number (Required)		Driver's License	
Name	Title	Address			
Phone		Social security number (Required)		Driver's License	
Name	Title	Address			
Phone		Social security number (Required)		Driver's License	
TRADE REFERENCES (4 major US suppliers with whom you have an open account with, other than banks)					
Company name		Account #	Phone	Fax	
Address			Credit limit	Terms	Date opened
Company name		Account #	Phone	Fax	
Address			Credit limit	Terms	Date opened
Company name		Account #	Phone	Fax	
Address			Credit limit	Terms	Date opened
Company name		Account #	Phone	Fax	
Address			Credit limit	Terms	Date opened

**TERMS AND CONDITIONS OF SALES**

Travertine, Marble, Slate, Limestone and Granite are products of nature and hence are susceptible to pits, cracks, and color variation. No two pieces of natural stones are alike. These characteristics are not material flaws but signature of authenticity. You must inspect the material prior to installation to check the sizing, thickness, color, and veining and prepare any blending required to meet the property owner's approval. Absolutely no claims will be accepted for any reason after installation.

- \* No refunds or returns without prior arrangement and approval.
- \* No refunds or returns after two weeks of purchase.
- \* Prices are subject to change without notice (Due to changes in cost of transportation, Customs, & international currency exchange)
- \* 25% Restocking fee will be applied to returned merchandise.
- \* Add \$.50/per Sq. Ft. on any returned merchandise for exchange.
- \* Returned check charge: \$25.00 for the first check, \$30.00 for each subsequent check.
- \* Checks returned unpaid for any reason will automatically place an account on a cash only basis for six months.
- \* Interest at 10% annually will be charged to all unpaid invoices.
- \* The prevailing venue of jurisdiction is Orange County, California

**AGREEMENT**

By submitting this application, you authorize Pacifica Wholesale Tile & Stone or its agent to investigate your credit history and authorize any bank, mortgage lender, landlord, and credit/trade reference or any other party to release said information to Pacifica Wholesale Tile & Stone or its agent and hold harmless for said disclosure. The undersigned certifies that all information is true and correct to the best of his or her knowledge and agrees to pay for all goods purchased in compliance within the terms of the seller.

**Terms of Credit Issued**

Unless otherwise agreed to in writing, said terms are that goods will be paid in full within the specified number of days after date of shipment. Should default be made in payment when due, the undersigned agrees to pay the balance plus 10% annual interest on all unpaid sums together with such attorney's fees, collection agencies fees and court costs as the seller may reasonably incur in the enforcement of the obligation.

Date \_\_\_\_\_ Title \_\_\_\_\_ Signature \_\_\_\_\_

**PERSONAL GUARANTEE (Must have original signature, not typed or printed)**

**REQUIRED**

For and in consideration of selling any goods/materials to \_\_\_\_\_ on open account or otherwise by Pacifica Wholesale Tile & Stone of which is hereby acknowledged, I (We) personally guarantee unconditionally at all times, unto you, the payment of any and all indebtedness incurred with respect to Pacifica Wholesale Tile & Stone together with interest and costs of collection thereof, including reasonable attorney's fees, collection agency fees and court costs.

Dated This \_\_\_\_\_ Day Of \_\_\_\_\_, 2009                      Guarantor \_\_\_\_\_

Dated This \_\_\_\_\_ Day Of \_\_\_\_\_, 2009                      Guarantor \_\_\_\_\_

**AUTHORIZATION TO RELEASE FINANCIAL INFORMATION**

Bank Name \_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

**Customer information:**

Name on account \_\_\_\_\_

Customer address \_\_\_\_\_

Tax ID \_\_\_\_\_

Account Number \_\_\_\_\_

Authorization is hereby given to release financial information to Pacifica Wholesale Tile & Stone and its agents.

Date \_\_\_\_\_ Title \_\_\_\_\_ Signature \_\_\_\_\_

This section to be completed and returned by bank personnel

Date account opened \_\_\_\_\_ Returned check activity \_\_\_\_\_

Current balance \_\_\_\_\_ Value of returned items \_\_\_\_\_

Average monthly balance \_\_\_\_\_

Date \_\_\_\_\_ Title \_\_\_\_\_ Signature \_\_\_\_\_

# APPENDIX A

## 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 \_\_\_\_\_ 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