

Commercial Account Application

Business Information		
Company Name	Owner/Officer Name	
Billing Address		
City	State	Zip
Shipping Address		
City	State	Zip
Phone #	Fax #	Cell #
Accounting Contact Information		
Accounts Payable Contact	Email Address	
Date Business Acquired	# of Employees	
Account Type Information		
Type of Business: <input type="checkbox"/> Corporation <input type="checkbox"/> Gov't <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> LLC.		
Description of Business: <input type="checkbox"/> Repair Shop <input type="checkbox"/> Body Shop <input type="checkbox"/> Dealership <input type="checkbox"/> Auto Parts Store <input type="checkbox"/> Tire Shop <input type="checkbox"/> Farm		
Group/National Program	Shop Management System: if applicable	
Payment Schedule <input type="checkbox"/> Monthly <input type="checkbox"/> Weekly <input type="checkbox"/> C.O.D	Payment Type <input type="checkbox"/> Cash <input type="checkbox"/> Check <input type="checkbox"/> Credit Card	
Add't'l Information		
Federal I.D #	Purchase Order # required? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Credit Limit requesting		
Authorized Signers/Purchasers - (Please print First and Last Name)		
Authorized Signer #1	Authorized Signer #2	
Authorized Signer #3	Authorized Signer #4	

*** Please fill out the additional fields on the backside of this page to complete your application



For Office Use Only

Salesman: _____ Writer #: _____ Store: _____ Acct. #: _____ Date Est: _____

Bank Account Information

Bank Name	Bank Phone #
Checking Account #	Savings Account #

Personal Guarantee

In consideration for Smyth Automotive Inc. "Creditor" extending credit to the Applicant and or Company identified above for any parts and/or services after this date at the request or hereafter arising of (the "Guarantor") or its agents, the undersigned individual hereby personally guarantees unconditionally and irrevocable the full and prompt payment of any sums now and hereafter owed to Smyth Automotive by the applicant identified above. The guarantor agrees and acknowledge the creditor has relied on the personal guaranty in agreeing to extend or continue the extension of credit to the applicant. The Guarantor hereby waives any right to a trial by jury in any action hereafter brought and related in any way to this agreement and account. The guarantor further agrees to pay all interest, collection expenses, and attorney fees incurred on any past due balances. It is understood and agreed that credit, if extended, is to be on a continuing basis. Smyth Automotiv'e shall not be obligated to notify the undersigned of the dates or amounts when the account is in default. The guarantor agrees that any and all actions or proceedings arising from this Personal Guaranty shall, at the creditor's option, be proper only in courts having subject matter jurisdiction and located in Clermont County, Ohio.

I have Read and fully understand the above "Personal Guarantee" - Owner Information

Full Name	Date of Birth	
SSN#	Phone #	
Home Address		
City	State	Zip

I have Read and fully understand the above "Personal Guarantee" - Co-Owner Information

Full Name	Date of Birth	
SSN#	Phone #	
Home Address		
City	State	Zip

Agreement

In consideration for the extension of credit, said applicant promises to pay for all purchases within the terms agreed. Payment is due in full to the corporate address by the payment due date shown on the statement. The applicant agrees to pay finance charges if the account is 30 days or more past due at a rate of 2% per month. Accounts past due of 60 days or more are automatically deemed in default and all amounts are due in full, prior to extending additional credit. The applicant shall assume complete responsibility for any charge account established and agrees to promptly review invoices and billing statements and notify Smyth Automotive of any errors or unauthorized purchases. Subject to state laws, such notification must be received no later than 60 days from the statement date on which the transaction first appeared.

Smyth Automotive reserves the right to grant, refuse, or discontinue, suspend, or reduce any credit line at any time or terminate an existing account at any time based on the breach of this agreement or for any other reason not prohibited by State of Federal law. Upon default, any third party can be employed to collect any outstanding monies owed by said business the undersigned agrees to pay all collections costs, including but not limited to, attorney's fees, court cost, and collection agency fees incurred by SMYTH AUTOMOTIVE for protecting or enforcing their rights under this agreement. The undersigned represents that he/she has the authority to execute this credit agreement on behalf of the business identified.

The undersigned Guarantor hereby authorizes Smyth Automotive, Inc. to gather and use, from time to time, any and all financial and/or credit information relating to this account and can be obtained from any source. The undersigned also hereby authorizes Smyth Automotive, Inc. to investigate the personal credit history of the undersigned and obtain credit bureau reports on the undersigned from time to time as Smyth Automotive's sole discretion.

The applicant agrees that this agreement shall be deemed to have been made and executed in the State of Ohio and that any dispute arising under this contract shall be resolved in accordance with the internal laws of the State of Ohio and not its laws of conflict. The guarantor waives trial by jury. The business identified above and Smyth Automotive agree that any legal action related to this contract shall be filed in any court of competent jurisdiction in Clermont County, OH. The undersigned certifies that all information provided is true and correct. Applicant (s) is/are a valid business entity and further warrants that he or she is authorized to execute this application on behalf of the Applicants (s).

I have Read and fully understand the above "Agreement" - Owner Information

Printed Name	Signature
Title	Date

I have Read and fully understand the above "Agreement" - Co-Owner Information

Printed Name	Signature
Title	Date

Sales and Use Tax Blanket Exemption Certificate

The purchaser hereby claims exception or exemption on all purchases of tangible personal property and selected services made under this certificate from:

Smyth Automotive Inc.

(Vendor's name)

and certifies that the claim is based upon the purchaser's proposed use of the items or services, the activity of the purchase, or both, as shown hereon:

Purchaser must state a valid reason for claiming exception or exemption.

Purchaser's name

Street address

City, state, ZIP code

Signature

Title

Date signed

Vendor's license number, if any

Vendors of motor vehicles, titled watercraft and titled outboard motors may use this certificate to purchase these items under the "resale" exception. Otherwise, purchaser must comply with either rule 5703-9-10 or 5703-9-25 of the Administrative Code. This certificate cannot be used by construction contractors to purchase material for incorporation into real property under an exempt construction contract. Construction contractors must comply with rule 5703-9-14 of the Administrative Code.

Important—Certificate not valid unless completed.

RESALE CERTIFICATE

Check Applicable Block
Blanket
Single Purchase

I hereby certify that _____
Name of Business Address
holds a valid Sales and Use Tax Permit, Account No. _____, issued pursuant to the sales and use tax law and is engaged in the business of selling, leasing or renting, industrial processing or manufacturing the following:

I further certify that the tangible personal property or digital property described herein which I shall purchase from: _____
Name of Seller Address
_____ Smyth Automotive Inc. _____ 4275 Mt. Carmel Tobasco Rd. Cincinnati, OH 45244 _____

will be resold in the regular course of business, or leased or rented, as provided by Regulation 103 KAR 28:051, or used, as provided in KRS 139.470(10), in the manufacture or industrial processing of tangible personal property or digital property which will be resold. In the event any property purchased under this certificate is used for any purpose other than retention, demonstration or display while holding it for sale, lease or rental in the regular course of business, it is understood that I am required by law to report and pay the tax measured by the purchase price of such property. Description of property to be purchased:

Under penalties of perjury, I swear or affirm that the information on this certificate is true and correct as to every material matter.

Authorized Signature (Owner, Partner or Corporate Officer)

Title

Date

CAUTION TO SELLER: Contractors or other persons registered under a consumer number in the 900,000 series may not issue a resale certificate for any purchase. Sellers accepting certificates from such persons will be held liable for the sales or use tax.

NOTE: Any person who makes improper use of this certificate is subject to such penalties as provided by law including the criminal provisions of KRS 139.990(1).

Indiana Department of Revenue
General Sales Tax Exemption Certificate

Indiana registered retail merchants and businesses located outside Indiana may use this certificate. The claimed exemption must be allowed by Indiana code. Exemption statutes of other states are not valid for purchases from Indiana vendors. **This exemption certificate can not be issued for the purchase of Utilities, Vehicles, Watercraft, or Aircraft.** Purchaser must be registered with the Department of Revenue or the appropriate taxing authority of the purchaser's state of residence.

Sales tax must be charged unless all information in each section is fully completed by the purchaser. Purchasers not able to provide all required information must pay the tax and may file a claim for refund (Form GA-110L) directly with the Department of Revenue. A valid certificate also serves as an exemption certificate for (1) county innkeeper's tax and (2) local food and beverage tax.

Section 1 (print only)

Name of Purchaser: _____

Business Address: _____ City: _____ State: _____ ZIP Code: _____

Purchaser must provide minimum of one ID number below.*

Provide your Indiana Registered Retail Merchant's Certificate TID and LOC Number as shown on your Certificate.

TID Number (10 digits): _____ - LOC Number (3 digits): _____

If not registered with the Indiana DOR, provide your State Tax ID Number from another State
***See instructions on the reverse side if you do not have either number.**

State ID Number: _____ State of Issue: _____

Section 2

Is this a blanket purchase exemption request or a single purchase exemption request? (check one)

Description of items to be purchased: _____

Section 3

Purchaser must indicate the type of exemption being claimed for this purchase. (check one or explain)

Sales to a retailer, wholesaler, or manufacturer for **resale** only.

Sale of manufacturing machinery, tools, and equipment to be used directly in direct **production**.

Sales to **nonprofit organizations** claiming exemption pursuant to Sales Tax Information Bulletin #10. (May not be used for personal hotel rooms and meals.)

Sales of tangible personal property predominately used (greater than 50 percent) in providing **public transportation** - provide USDOT Number. A person or corporation who is hauling under someone else's motor carrier authority, or has a contract as a **school bus operator**, must provide their SSN or FID Number in lieu of a State ID Number in Section 1.

USDOT Number: _____

Sales to persons, occupationally engaged as farmers, to be used directly in production of **agricultural** products for sale.
Note: A farmer not possessing a State Business License Number may enter a FID Number or a SSN in lieu of a State ID Number in Section 1.

Sales to a **contractor** for exempt projects (such as public schools, government, or nonprofits).

Sales to **Indiana Governmental Units** (agencies, cities, towns, municipalities, public schools, and state universities).

Sales to the **United States Federal Government** - show agency name. _____
Note: A U.S. Government agency should enter its Federal Identification Number (FID) in Section 1 in lieu of a State ID Number.

Other - explain. _____

Section 4

I hereby certify under the penalties of perjury that the property purchased by the use of this exemption certificate is to be used for an exempt purpose pursuant to the State Gross Retail Sales Tax Act, Indiana Code 6-2.5, and the item purchased is not a utility, vehicle, watercraft, or aircraft.

I confirm my understanding that misuse, (*either negligent or intentional*), and/or fraudulent use of this certificate may subject both me personally and/or the business entity I represent to the imposition of tax, interest, and civil and/or criminal penalties.

Signature of Purchaser: _____ Date: _____

Printed Name: _____ Title: _____

The Indiana Department of Revenue may request verification of registration in another state if you are an out-of-state purchaser.
Seller must keep this certificate on file to support exempt sales.

Instructions for Completing Form ST-105

All four sections of the ST-105 must be completed or the exemption is not valid and the seller is responsible for the collection of the Indiana sales tax.

Section 1

- A) This section requires an identification number.** In most cases this number will be an Indiana Department of Revenue issued Taxpayer Identification Number (TID - see note below) used for Indiana sales and/or withholding tax reporting. If the purchaser is from another state and does not possess an Indiana TID Number, a resident state's business license, or State issued ID Number must be provided.
- B) Exceptions** - For a purchaser not possessing either an Indiana TID Number or another State ID Number, the following may be used in lieu of this requirement.
- Federal Government** – place your FID Number in the State ID Number space.
- Farmer** – place your SSN or FID Number in the State ID Number space.
- Public transportation haulers** operating under another motor carrier authority, or with a contract as a school bus operator, must indicate their SSN or FID Number in the State ID Number space.
- Nonprofit Organization** – must show its FID Number in the State ID Number space.

Section 2

- A) Check a box to indicate if this is a single purchase or blanket exemption.
- B) Describe product being purchased.

Section 3

- A) Purchaser must check the reason for exemption.
- B) Purchaser must be able to provide additional information if requested.

Section 4

- A) Purchaser must sign and date the form.
- B) Printed name and title of signer must be shown.

Note: The Indiana Taxpayer Identification Number (TID) is a ten digit number followed by a three digit LOC Number. The TID is also known as the following:

- a) Registered Retail Merchant Certificate
- b) Tax Exempt Identification Number
- c) Sales Tax Identification Number
- d) Withholding Tax Identification Number

The Registered Retail Merchant Certificate issued by the Indiana Department of Revenue shows the TID (10 digits) and the LOC (3 digits) at the top right of the certificate.



TENNESSEE SALES AND USE TAX
BLANKET CERTIFICATE OF RESALE

TO: Vendor's Name Smyth Automotive Inc.
Vendor's Address 4275 Mt. Carmel Tobasco Rd Cincinnati, OH 45244

The undersigned hereby certifies that the merchandise purchased on each order is purchased for (Indicate the purpose for which the property is bought when no Sales or Use Tax is to be collected):

- Resale as tangible personal property, or resale of a service subject to tax.
- A component part of an article to be produced for sale by manufacturing, assembling, processing, or refining.
- Rental or leasing of tangible personal property.
- Use in accordance with the provisions of Rule No. 68. (A copy of the Direct Pay Permit must be given to the vendor with this form.)
- Other (indicate reason):

	Name of Business _____
Sales Tax Registration Number _____	Name of Authorized Purchaser: _____
of Purchaser _____	Signature of Authorized Purchaser: _____
Effective Date of Registration: _____	Address _____

NOTICE

This Certificate must be fully completed and signed before it is valid. Certificate remains in effect until revoked in writing by purchaser. Once a valid certificate is on file, it is not necessary to obtain additional copies for subsequent purchases.

Any merchandise obtained upon this resale certificate is subject to the Sales and Use Tax if it is used or consumed by the vendee in any manner and must be reported and the tax paid thereon directly to the Department of Revenue.

TENNESSEE CODE ANNOTATED SECTION 67-6-607 MAKES IT A MISDEMEANOR TO MISUSE A CERTIFICATE OF REGISTRATION WITHOUT PAYING THE SALES AND USE TAXES, AND SUBJECTS THE CERTIFICATE TO REVOCATION.