



## NEW CUSTOMER PACKET

In order to become a valued customer of Powers Candy Company we need the following items.

1. New Customer Form filled out.
2. Accounts wishing to apply for credit terms must fill out the credit application.
3. Credit terms and conditions must be signed.
4. Personal Guaranty Form must be filled out and signed.
5. Sales Tax Resale or Exemption Certificate must be filled out and signed.
6. Accounts wanting to be on an "ACH" program (automated clearing house) must fill out the ACH Authorization form and contact accounting department for payment arrangements. ACH customer must have a minimum \$500 per week order to be eligible.

Thank you,  
PCC

**Customer Information**

Please tell us the facts about your Business.

Corporation  Non-Profit  
 Partnership  Limited Liability Company  
 Proprietorship  Management Company  
 Franchise Of: \_\_\_\_\_

Federal (EIN) Tax ID# \_\_\_\_\_

New Owner(s)? \_\_\_\_\_ Purchase Date: \_\_\_\_\_

Additional Locations/Store Names:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Please provide the following information for all Proprietors, Corporate Offices and/or Partners.**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**Please list a few references, preferably distributors you are currently doing business with.**

Business Name: \_\_\_\_\_

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

City, ST, Zip: \_\_\_\_\_

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

Business Name: \_\_\_\_\_

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

City, ST, Zip: \_\_\_\_\_

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

Business Name: \_\_\_\_\_

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

City, ST, Zip: \_\_\_\_\_

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

**Please fill us in on who your Banker is:**

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

Officer: \_\_\_\_\_

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

City, ST, Zip: \_\_\_\_\_

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

**Bill To:**

Legal Business Name: \_\_\_\_\_

(dba) Trade Name: \_\_\_\_\_

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

City, State, ZIP: \_\_\_\_\_

Phone Number: \_\_\_\_\_

A/P Contact Name: \_\_\_\_\_

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

**Ship To:**

Legal Business Name: \_\_\_\_\_

(dba) Trade Name: \_\_\_\_\_

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

City, State, ZIP: \_\_\_\_\_

Phone Number: \_\_\_\_\_

A/P Contact Name: \_\_\_\_\_

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

**Tell us what products you are interested in:**

- Candy/Confectionary  Snack Foods
- Cigarettes/Tobacco  Coffee/Bar Supplies
- Grocery Items  Meat Snacks
- Health and Beauty Care  Beverages
- Frozen/Refrigerated Foods  Paper Products
- Blue Bunny Ice Cream  Popcorn, Toys
- Camping/Fishing Items  General
- Other: \_\_\_\_\_

**FOR INTERNAL USE ONLY**

- Cash  Net 7 Days
- Order to Order  Net 15 Days
- Visa/MC/Debit  C.O.D.
- ACH (Automated Clearing House)
- Other: \_\_\_\_\_

## Terms and Conditions

This Customer Account Application ("Application") is made to POWERS CANDY CO., Inc. to extend credit accommodations to the Applicant named below, and in accordance with the following terms:

1. Upon approval of this application, POWERS CANDY CO., Inc. in its sole discretion, and notwithstanding any request of the Applicant, shall have the right to terminate Applicant's credit privileges under this Application at any time, without prior notice to the applicant, except as otherwise provided by law.
2. All purchases by Applicant of goods and/or services from POWERS CANDY CO., Inc. will be made in accordance with the terms and conditions of this Application and any invoices and/or other documents evidencing Applicant's obligations to POWERS CANDY CO., Inc. all of which are incorporate herein by this reference.
3. The entire outstanding balance due to POWERS CANDY CO., Inc. on all invoices shall become due in full immediately upon default in the payment of any invoice. Applicant agrees to pay interest in the amount of 1.5% per month, or the highest rate permitted by law, whichever is less, on any past due amounts until collected, and Applicant agrees to pay all costs of collection incurred by POWERS CANDY CO., Inc. including attorney's fees and expenses, should a default in payment or any other obligation of Applicant to POWERS CANDY CO., Inc. occur.
4. If this Application is not fully approved or if any other adverse action is taken with respect to the Applicant's credit with POWERS CANDY CO., Inc. Applicant has the right to request within 60 days of POWERS CANDY CO., Inc.'s notification of such adverse action, a statement of specific reasons for such action, which statement will be provided within 30 days of said request. The Federal Equal Credit opportunity Act prohibits creditors from discrimination against credit applicants on the basis of race, color, religion, national origin, sex, marital status, or age (provided that the applicant has the capacity to enter into a binding contract); because all or part or the applicant's income derives from any public assistance programs, or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning the creditor is the Federal Trade Commission, Washington, D.C.
5. This Application and all transactions between the Applicant and POWERS CANDY CO., Inc. shall be governed by and interpreted in accordance with the laws and decisions of the state where POWERS CANDY CO., Inc.'s operating company which provided this Application is located, without regard to the conflicts of law provisions thereof (the "Applicable State").
6. Applicant and POWERS CANDY CO., Inc. irrevocably agree, and hereby consent and submit to the non-exclusive jurisdiction of any state or federal court located in the Applicable State, with regard to any actions or proceedings arising from, relating to, or in connections with Applicant's obligations to POWERS CANDY CO., Inc. or this Application. Applicant hereby waives any right Applicant may have to transfer or change the venue of litigation filed in such courts.
7. Applicant is required to notify POWERS CANDY CO., Inc. of any changes in ownership via certified mail. If Applicant ceases doing business with POWERS CANDY CO., Inc. for any reason, Applicant will immediately purchase from POWERS CANDY CO., Inc. all remaining proprietary/special order items ordered by Applicant in POWERS CANDY CO., Inc.'s inventory.
8. Applicant expressly agrees that POWERS CANDY CO., Inc. shall not be responsible for any product nonconformity as to quantity, quality, or price, unless noted on the original delivery receipt at the time of delivery or unless POWERS CANDY CO., Inc. is notified within 48 hours of delivery.
9. Except as to quantity of goods ordered, no terms and conditions set forth in any purchase order or other form of Applicant will apply to sales by POWERS CANDY CO., Inc. to Applicant. The approximate Initial amount of credit that Applicant requires per month shall not be binding upon POWERS CANDY CO., Inc. nor shall POWERS CANDY CO., Inc. incur liability by granting, reducing, increasing, or refusing such amount. Applicant hereby certifies that the information furnished under this Application and any other financial statements furnished in connection herewith, is true and correct and that this information is being furnished to POWERS CANDY CO., Inc. for the purpose of including POWERS CANDY CO., Inc. to extend credit to Applicant, and understands that POWERS CANDY CO., Inc. intends to rely upon such information. Applicant understands and agrees to be bound by the above terms and all invoices and other documents furnished by POWERS CANDY CO., Inc. from time to time, all of which are incorporated herein by reference, and to advice POWERS CANDY CO., Inc. of any material change in the information provided here in, including but not limited to, change of ownership, address, or telephone number. Applicant understands that POWERS CANDY CO., Inc. will retain the Application whether or not it is approved. Applicant hereby authorizes POWERS CANDY CO., Inc. to check Applicant and Applicant's principals' credit history and trade, bank and personal references (whether or not referenced in this Application) for customary credit information, to confirm the information contained on the Application, including but not limited to, sending a copy hereof to the trade and bank references, and to release information to regarding Applicant's credit experience with POWERS CANDY CO., Inc.

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Application (Legal Business Name)

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By Authorized Agent (Printed Name and Title)

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Signature and Date

## Authorization for Credit Report

The undersigned is executing this Authorization for Credit Report individually for the purpose of authorizing POWERS CANDY CO., Inc. to obtain a consumer report from time to time on the undersigned individual(s) through credit and consumer reporting agencies and other sources, in order to further evaluate the credit worthiness of such individual in connection with the credit evaluation process and the proposed extension of credit to the Applicant. The undersigned, as an individual, hereby knowingly consents to the use use of such credit report in accordance with the Federal Fair Credit Reporting Act as contained in U.S.C. 1681, ET SEQ., as amended from time to time.

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Signature and Date

## **Individual Personal Guaranty**

The undersigned, ("Guarantor"), having a financial interest in Applicant, and benefiting from the transactions contemplated by this Application, hereby personally guaranties the payment by Applicant to POWERS CANDY CO., Inc. of all amounts due and owing now, and from time to time hereafter from Applicant to POWERS CANDY CO., Inc. (the "Liabilities").

Guarantor expressly waives notice from POWERS CANDY CO., Inc. of its acceptance and reliance on this Guaranty; notice of sales made to Applicant and notice of default by Applicant. The obligations of Guarantor hereunder shall not be affected, excused, modified, or impaired upon the happening from time to time of any event. No set-off, counterclaim or reduction of any obligation, or any defense of any kind or nature, which the Guarantor has or may have against Applicant or POWERS CANDY CO., Inc. In the event of a default by Applicant on its obligations to POWERS CANDY CO., Inc., POWERS CANDY CO., Inc. may proceed directly to enforce its rights hereunder and shall have the right to proceed first against Guarantor, without proceeding with or exhausting any other remedies it may have.

Guarantor (i) hereby acknowledges that he or she may have rights of indemnification, contribution, reimbursement, or exoneration from Applicant if Guarantor performs his or her obligations under this Guaranty (collectively the "Rights"); (ii) understands the benefits of having such Rights; and (iii) in further consideration of POWERS CANDY CO., Inc. extending financial accommodations to Applicant, knowingly and voluntarily waives and relinquishes any Rights which may arise. Guarantor agrees to pay all fees, costs, and expenses, including reasonable attorney's fees, which may be incurred by POWERS CANDY CO., Inc. in enforcing this Guaranty or protecting its rights following any default on the part of the Guarantor. Guarantor agrees that an interest charge of one and one-half (1.5%) percent per month, or the highest rate permitted by law, whichever is less, shall be assessed on any amount due and owing to POWERS CANDY CO., Inc. by Guarantor under this GUaranty until collected. This Guaranty shall be binding upon Guarantor and Guarantor's heirs, successors, assigns, representatives, and survivors, and shall inure to the benefit of POWERS CANDY CO., Inc. its successors, assigns, affiliates, and shareholders and may be assigned by POWERS CANDY CO., Inc. without notice to Guarantor. This Guaranty shall be governed by and interpreted under the laws and decisions of the states where POWERS CANDY CO., Inc.'s operating company which provided the Application is located, without regard to the conflicts of law provisions thereof (the "Applicable State"). Guarantor and POWERS CANDY CO., Inc. irrevocably agree, and hereby consent and submit to the non-exclusive jurisdiction of any state or federal court located in the Applicable State with regard to any actions or proceedings arising from, relating to, or in connection with the Liabilities, this Guaranty or any collateral or security thereof. Guarantor hereby waives any right Guarantor may have to transfer or change the venue of any litigation filed in such courts. If executed by more than one, the obligations of the Guarantor shall be joint and several and all references to the singular shall be deemed in plural.

Use of a corporate title shall in no way limit the personal liability of the personal guaranty signatory.

This personal Guaranty is entered into this day of \_\_\_\_\_ (month & day), \_\_\_\_\_ (year).

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

This is a multi-state form. Not all states allow all exemptions listed on this form. Purchasers are responsible for knowing if they qualify to claim exemption from tax in the state that would otherwise be due tax on this sale. The seller may be required to provide this exemption certificate (or the data elements required on the form) to a state that would otherwise be due tax on this sale.

The purchaser will be held liable for any tax and interest, and possibly civil and criminal penalties imposed by the member state, if the purchaser is not eligible to claim this exemption. A seller may not accept a certificate of exemption for an entity-based exemption on a sale made at a location operated by the seller within the designated state if the state does not allow such an entity-based exemption.

1.  Check if you are attaching the Multi-state Supplemental form.  
 If not, enter the two-letter postal abbreviation for the state under whose laws you are claiming exemption.
2.  Check if this certificate is for a single purchase and enter the related invoice/purchase order # \_\_\_\_\_.

3. **Please print**

Name of purchaser \_\_\_\_\_

Business Address	City	State	Zip Code
Purchaser's Tax ID Number	State of Issue	Country of Issue	
If no Tax ID Number Enter one of the following:	FEIN	Driver's License Number/State Issued ID Number State of Issue:    Number	Foreign diplomat number
Name of seller from whom you are purchasing, leasing or renting _____			
Seller's address	City	State	Zip code

4. **Type of business.** Circle the number that describes your business

- |   |                                       |
|---|---------------------------------------|
| 01 Accommodation and food services            | 11 Transportation and warehousing     |
| 02 Agricultural, forestry, fishing, hunting   | 12 Utilities                          |
| 03 Construction                               | 13 Wholesale trade                    |
| 04 Finance and insurance                      | 14 Business services                  |
| 05 Information, publishing and communications | 15 Professional services              |
| 06 Manufacturing                              | 16 Education and health-care services |
| 07 Mining                                     | 17 Nonprofit organization             |
| 08 Real estate                                | 18 Government                         |
| 09 Rental and leasing                         | 19 Not a business                     |
| 10 Retail trade                               | 20 Other (explain) _____              |

5. **Reason for exemption.** Circle the letter that identifies the reason for the exemption.

- |   |   |
|---|---|
| A Federal government (department) _____         | H Agricultural production # _____             |
| B State or local government (name) _____        | I Industrial production/manufacturing # _____ |
| C Tribal government (name) _____                | J Direct pay permit # _____                   |
| D Foreign diplomat # _____                      | K Direct mail # _____                         |
| E Charitable organization # _____               | L Other (explain) _____                       |
| F Religious or educational organization # _____ |   |
| G Resale # _____                                |   |

6. **Sign here.** *I declare that the information on this certificate is correct and complete to the best of my knowledge and belief.*

Signature of Authorized Purchaser \_\_\_\_\_ Print Name Here \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

This is a multi-state form. Not all states allow all exemptions listed on this form. Purchasers are responsible for knowing if they qualify to claim exemption from tax in the state that would otherwise be due tax on this sale. The seller may be required to provide this exemption certificate (or the data elements required on the form) to a state that would otherwise be due tax on this sale.

The purchaser will be held liable for any tax and interest, and possibly civil and criminal penalties imposed by the member state, if the purchaser is not eligible to claim this exemption. A seller may not accept a certificate of exemption for an entity-based exemption on a sale made at a location operated by the seller within the designated state if the state does not allow such an entity-based exemption.

1.  Check if you are attaching the Multi-state Supplemental form.  
 If not, enter the two-letter postal abbreviation for the state under whose laws you are claiming exemption.
2.  Check if this certificate is for a single purchase and enter the related invoice/purchase order # \_\_\_\_\_.

3. **Please print**

Name of purchaser \_\_\_\_\_

Business Address	City	State	Zip Code
Purchaser's Tax ID Number	State of Issue	Country of Issue	
If no Tax ID Number Enter one of the following:	FEIN	Driver's License Number/State Issued ID Number	Foreign diplomat number
Name of seller from whom you are purchasing, leasing or renting		State of Issue: _____	Number _____
Seller's address	City	State	Zip code

4. **Type of business.** Circle the number that describes your business

- |   |                                       |
|---|---------------------------------------|
| 01 Accommodation and food services            | 11 Transportation and warehousing     |
| 02 Agricultural, forestry, fishing, hunting   | 12 Utilities                          |
| 03 Construction                               | 13 Wholesale trade                    |
| 04 Finance and insurance                      | 14 Business services                  |
| 05 Information, publishing and communications | 15 Professional services              |
| 06 Manufacturing                              | 16 Education and health-care services |
| 07 Mining                                     | 17 Nonprofit organization             |
| 08 Real estate                                | 18 Government                         |
| 09 Rental and leasing                         | 19 Not a business                     |
| 10 Retail trade                               | 20 Other (explain) _____              |

5. **Reason for exemption.** Circle the letter that identifies the reason for the exemption.

- |   |   |
|---|---|
| A Federal government (department) _____         | H Agricultural production # _____             |
| B State or local government (name) _____        | I Industrial production/manufacturing # _____ |
| C Tribal government (name) _____                | J Direct pay permit # _____                   |
| D Foreign diplomat # _____                      | K Direct mail # _____                         |
| E Charitable organization # _____               | L Other (explain) _____                       |
| F Religious or educational organization # _____ |   |
| G Resale # _____                                |   |

6. **Sign here.** *I declare that the information on this certificate is correct and complete to the best of my knowledge and belief.*

Signature of Authorized Purchaser \_\_\_\_\_ Print Name Here \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_



## Recurring Payment Authorization Form

Schedule your payment to be automatically deducted from your bank account, or charged to your Visa, MasterCard or American Express card. Just complete and sign this form to get started!

### Recurring Payments Will Make Your Life Easier:

- It's convenient (saving you time and postage)
- Your payment is always on time (even if you're out of town), eliminating late charges.

### Here's How Recurring Payments Work:

You authorize regularly scheduled charges to your checking/savings account or credit card. You will be charged for each order placed with Powers Candy Co., Inc. You agree that no prior notification will be provided and at any time you can request a total from our main office by calling: 208-237-3311.

#### Authorization:

With my signature below, I hereby authorize Powers Candy Co., Inc. to maintain a record of my Credit Card and Bank information to charge my Credit Card and/or Bank account for services ordered by myself or by others, authorized on this form. I understand this Credit Card and/or Bank Account will be charged for each order that is placed with Powers Candy Co., Inc, and I authorized the persons named below to place orders on my behalf:

_____	_____
Full Name	Full Name
Company/Individual (D8A) Name: _____	
Billing Address: _____	Phone #: _____
City, State, Zip: _____	Email: _____

### Checking/Savings Account

### Credit Card

<input type="checkbox"/> Checking <input type="checkbox"/> Savings Name on Acct: _____ Bank Name: _____ Bank Routing #: _____ Bank City/State: _____	<input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> American Express Cardholder Name: _____ Account Number: _____ Exp. Date: _____ CVV (3 digit number on back of card): _____ American Express CVV (number on front of card): _____ Due to increased interchange charges imposed to us by Credit Card Companies there will be a 3% processing fee added to your order.
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SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify POWERS CANDY CO., Inc., in writing of any changes in my account information or termination of this authorization at least 15 days prior to the next billing date. If the above noted payment dates fall on a weekend or a holiday, I understand that the payments may be executed on the next business day. For ACH debits to my checking/savings account, I understand that because these are electronic transactions these funds may be withdrawn from my account as soon as the above noted periodic transaction dates. In the case of an ACH Transaction being rejected for Non Sufficient Funds (NSF) I understand that POWERS CANDY CO. Inc. may at its discretion attempt to process the charge again within 5 days, and agree to an additional \$30 charge for each attempt returned NSF which will be initiated as a separate transaction from the authorized recurring payment. I acknowledge that the origination of the ACH transactions to my account must comply with the provisions of the U.S. law. I certify that I am an authorized user of this credit card/bank account and will not dispute these scheduled transactions with my bank or credit card Company; so long as the transactions correspond to the terms indicated in this authorization form.