



**Account Application**

**Application must be accompanied by a current resale license.**

**Application Type:**  **New Customer**  **Ownership Change**  **Update Only**

Type of Account:  Club Account  Off-Course Retail  Golf Association  Other – Specify \_\_\_\_\_

Legal Business Name: \_\_\_\_\_ Tax ID # \_\_\_\_\_

DBA: \_\_\_\_\_  Private  Public  Semi-Private  Municipal

Year Established: \_\_\_\_\_ Years in Business: \_\_\_\_\_ Months Open: \_\_\_\_\_ Age of Facility: \_\_\_\_\_

Golf Shop Name: \_\_\_\_\_ Shop Owner:  Club  Pro  Other: \_\_\_\_\_

Business Entity Responsible for Payment: \_\_\_\_\_ How long in Business: \_\_\_\_\_

Management Company (if applicable): \_\_\_\_\_

Management Co. Point of Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Address (As it is to appear on invoices):

**BILL TO:**

**SHIP TO:**

Name: \_\_\_\_\_  
Attn: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
E-mail: \_\_\_\_\_

Name: \_\_\_\_\_  
Attn: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
E-mail: \_\_\_\_\_

Accounting Contact: \_\_\_\_\_ Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Golf Shop Contact: \_\_\_\_\_ Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Trade References:

Vendor/Contact Name: \_\_\_\_\_ Email: \_\_\_\_\_

Vendor/Contact Name: \_\_\_\_\_ Email: \_\_\_\_\_

Vendor/Contact Name: \_\_\_\_\_ Email: \_\_\_\_\_

Club/Shop Authorized Representative: \_\_\_\_\_ Title: \_\_\_\_\_

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

Signature: \_\_\_\_\_ Date Signed: \_\_\_\_\_

\*Signature grants permission to contact references for credit worthiness and represents acknowledgment and agreement to MESSY TEDDY'S Terms and conditions.



PARTIES HEREBY AGREE THAT ALL PURCHASES MADE ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. The purchaser hereby agrees that all amounts due for goods and services purchased from MESSY TEDDY are payable at 5201 RAVENSWOOD RD. SUITE 109 FORT LAUDERDALE, FL 33312 within 30 days of the invoice date.
2. The purchaser agrees to pay, in the event the account becomes delinquent and is turned over to an attorney for collection, Reasonable attorney's fees plus all court and associated collection costs.
3. Failure to pay in a timely manner may result in a report being filed with Experian, Trans Union, Equifax and other credit reporting agencies. This reporting may be executed at 91 days from the invoices date if payment has not been received at MESSY TEDDY, 5201 RAVENSWOOD RD. SUITE 109 FORT LAUDERDALE, FL 33312.
4. Authorization is given to MESSY TEDDY to check with and receive information from all financial institutions and references given to determine credit worthiness and adequate credit terms.
5. The purchaser confirms authorization by local jurisdiction to sell goods/services and is solely responsible for collecting any applicable sales taxes.
6. **All images, information, depictions, and concepts on [www.messyteddy.com](http://www.messyteddy.com) are the sole property of MESSY TEDDY, and may not be used in any public mediums (including web sales and/or images) without the express written permissions of MESSY TEDDY. MESSY TEDDY name or logo cannot be used in any form without the express written permission of MESSY TEDDY.**
7. **Internet sales of MESSY TEDDY products are strictly prohibited without the express written permission of MESSY TEDDY.**

ORDER ACCEPTANCE, CANCELLATIONS AND CHARGES:

1. All orders, pricing and delivery dates are subject to acceptance by MESSY TEDDY. MESSY TEDDY reserves the right to accept or reject any order.
2. Once an order is received and entered at MESSY TEDDY, your organization will have up to 24 hours to cancel a portion of or the entire order. If you cancel after 24 hours, you will incur the full cost of the portion of or entire order being canceled.
3. All changes to an order should be in writing via email. Verbal instructions must be confirmed in writing via email in order to avoid misunderstandings. email to: [sales@messyteddy.com](mailto:sales@messyteddy.com)

RETURN GOODS POLICY:

MESSY TEDDY will accept the return of merchandise if the following conditions are met:

1. Prior permission must be obtained before returning items. Call (305-786-5343) for an authorization to return goods with and explanation of the problem causing the return request.
2. MESSY TEDDY must be notified of all defects within ten (10) business days of receipt of the product.
3. MESSY TEDDY will issue credit based upon the original invoice amount for the resalable quantity (excluding freight cost).
4. MESSY TEDDY sales representative will not pick up, issue credit and/or return packaged goods for you.

MERCHANDISE NOT RECEIVED:

1. All claims for undelivered merchandise must be made within ten (10) business days of the invoice date. Call (305-786-5343) to report your claim.
2. MESSY TEDDY will initiate an inquiry regarding the merchandise with the carrier immediately.
3. The customer will be notified of the results of the trace within 24 hours if possible. This will include the date and the name of the individual who signed for the shipment. If a written tracer is requested, allow up to two (2) weeks for the processing by the carrier center.
4. If the Customer requests a replacement of the order prior to receiving the results of the tracer, the Customer is liable for all orders received.

BILLING ERRORS:

MESSY TEDDY will send a credit to the Customer within one (1) week of the notification of the error.



**CREDIT MEMO POLICY:**

Credit memos will be issued within 30 days of initial credit communications at a value not to exceed the original invoice amount and applying the specific policies outlined below. PLEASE OPEN PACKAGES IMMEDIATELY UPON RECEIPT TO VERIFY CORRECTNESS OF YOUR ORDER. **\*\*Request for credit must be made within 30 days of the invoice date.**

**FREIGHT:**

Freight is based on the distance shipped and the dimensional weight of the merchandise upon shipment. If a partial shipment is requested, freight will be charged on each shipment made.

Transfer of Title and Possession: Delivery to the carrier constitutes delivery and transfer of title and possession to the Customer. MESSY TEDDY products are carefully inspected prior to leaving our plant to ensure they are in good condition and in approved containers. Any claim for damaged, lost or delayed shipment must originate with the consignee and must be filed against the carrier making delivery. Signing carrier paperwork at the time of delivery indicated acceptance of the shipment. MESSY TEDDY Customer Service will be glad to assist our Customer if a problem should occur.

Shipping address: MESSY TEDDY will ship merchandise direct to the Customer as listed in the "SHIP TO" information using our labels and name.

**LIABILITY:**

1. MESSY TEDDY is not responsible for errors due to the Customer's provision of incorrect or incomplete information when submitting the order. The Customer is responsible for ensure that they have correctly chosen and included all correct styles, colors, logos, and options.
2. MESSY TEDDY is not responsible for order mistakes due to the lack of due diligence on the part of the Customer in supplying and specifying the correct order information, placing, type styles, spelling, logo, numbering, special wording or other information that the Customer should have supplied with the order.
3. MESSY TEDDY's liability for errors due to our mistakes is limited to the replacement of the items or credit for the items invoices. MESSY TEDDY cannot be responsible for any consequential costs incurred.
4. Customer orders tailored to the Customer's specifications are the responsibility of the Customer to protect themselves and MESSY TEDDY against violation of existing patents, copyrights and personal rights. All Customer property on MESSY TEDDY premises is held at the Customer's risk. The customer is solely responsible and financially liable for all costs associated with infringement of patents, copyrights and other personal rights and agrees to indemnify MESSY TEDDY for any liability.

**WARRANTY:**

1. All products bearing MESSY TEDDY's name are warranted to be free from defects in material and workmanship.
2. Our commitment is to provide our Customers with superior quality merchandise. We do not normally offer price adjustments for products with quality-related defects. Our policy is to replace all unsatisfactory products with products that meet the Customer's quality expectations.
3. All quality complaints/return requests will be resolved by replacement of the product. Questions should be addressed to Customer Service at (305-786-5343).
4. Replacements will be treated as a high priority RUSH order.