

<b>I. Account Information</b>						
*Business Name						
Trade / Fictitious Name				*Federal ID#:		
*How long under current ownership? (years)		Tax Resale #		*Are PO #s required?    Yes    No		
*Ownership type (mark it with an X)						
Corporation Mgmt	Co	Municipality/Gov	LLC	Individual	Members	Partnership
*Owners / Officers Information						
Officer 1		Addr.		Tel		SSN#
Officer 2		Addr.		Tel		SSN#
Officer 3		Addr.		Tel		SSN#
*Corporation Information						
Registered Agent		Date of Incorporation		Tel		
Address		City, St, Zip		County of Principle Place of Business		
*Billing & Shipping Info						
Billing Address	Co. Name					
	Bldg/ Dept					
	Street					
	City		County		State	
Shipping Address Can mail be delivered here? Yes    No	Co. Name					
	Bldg / Dept					
	Street					
	City		County		State	
Additional Information / Special Shipping Instructions:						
*Superintendent				E-mail		
Tel		Fax		Request Web Acct Yes / No		
Asst Superintendent				E-mail		
Tel		Fax		Request Web Acct Yes / No		
Mechanic				E-mail		
Tel		Fax		Request Web Acct Yes / No		
*AP				E-mail		
Tel		Fax				
*Stmts by Email / Fax:				*Invs by Email / Fax:		
Bank Reference						
Bank Name		Acct #			Acct Type	
Address:			Contact		Ph:	
***Credit Card Info*** Optional – Only for Credit Card Accounts						
Card #		Exp	cvv	Card Holder Name		
Address				Zip Code		

Under the penalty of perjury, I swear the above information is true and correct.

**Company Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**II. Trade References (Please refer to the Trade References Guide for instructions. Include all acct and fax numbers)**

**Trade References Guide:**

References must be greens maintenance equipment-related entities :Ex: John Deere / Toro / Jacobsen dealers / Auto Parts / Equipment Suppliers / etc.  
 Precision Small Engine does not accept: Clothing / Apparel; Credit / Financial Entities; Food / Beverage; Freight Forwarding; Management Companies; Office / Business Supplies; Other Golf / Country Clubs; Paper goods; Printing / Business Sol; Sporting Goods; Trucking / Transportation; Utilities / Oil  
 Companies that do NOT fulfill trade reference requests: Acushnet / Titalist; Calloway; CarQuest; Cart Parts, Inc.; Grainger; Harrell's Fertilizer; Jerry Pate; Lowe's Home Improvement; Northeastern Tool & Equipment; Partsmaster (a NCH Corp); R & R Products Inc.; Regal Chemical ; Textron Business Services; United Agricultural Products.

Reference 1	Acct #	Email
Addr.	City, St, Zip	Tel
Reference 2	Acct #	Email
Addr.	City, St, Zip	Tel
Reference 3	Acct #	Email
Address	City, St, Zip	Tel

**\* Sales Agreement of Terms and Conditions (must be signed)**

Precision Small Engine Company, Inc. hereinafter referred to as "Seller", and \_\_\_\_\_, hereinafter referred to as "purchaser", agree as follows:

- PAYMENT TERMS:** Purchaser agrees to pay all charges within 30 days of the date printed on any invoice issued by Seller.
- LIMITATIONS AND LIABILITIES:** Seller makes no warranty, expressed or implied, whether of merchant ability or fitness for any particular purpose or use or otherwise on the product, or on any parts of labor furnished during the sale, delivery or servicing of products. In no event shall Seller be liable to Purchaser for any special, indirect, incidental, or consequential damages arising out of, or as the result of, the sale, delivery, servicing, use or loss if use of the products or any part thereof, or for any charges or expenses of any nature incurred. In no event shall Seller's liability, under any claim made by Purchaser, exceed the purchase price of the products in respect of which damages are claimed.
- RETURN POLICY:** Purchaser may not return any products sold by Seller without its expressed written permission and Purchaser agrees to pay a 25% restocking charge on all returned products. Any returned product must be unused in the original packaging and in saleable condition.
- ACTIONS: ATTORNEY'S FEES: VENUE:** In any dispute between Seller and Purchaser for any claim arising out of any sale whether litigation be instituted or otherwise, Purchaser agrees to pay all costs, including finance charges, court costs and reasonable attorneys' fees, if the Seller is the prevailing party as a result of the lawsuit or out of court settlement. Purchaser hereby waives its right to recover attorneys' fees pursuant to Florida Statute, Section 57.105. It is further agreed that venue for any suit between Seller and Purchaser shall be in Palm Beach County, Florida. If Purchaser's principle place of business is not within the State of Florida, Purchaser agrees and consents to the jurisdiction of Florida Courts.
- CONTINGENCIES:** Seller shall not be liable for any default or delay in performance if caused directly or indirectly by acts of God, war, force of arms, fire, the elements, riot, disputes, picketing, or other labor controversies, sabotage, civil commotion, accidents, any governmental action, prohibition or regulation, delay in transportation facilities, shortage or breakdown or inability to obtain or non-arrival of any of any products or equipment used in the manufacture of the products covered hereby, failure of any party to perform any contract with Seller relative to the production of the products covered hereby, or from any cause whatsoever beyond Seller's control whether or not such cause be similar or dissimilar to those enumerated.
- LOSS TO PURCHASER'S PROPERTY:** Seller shall not be liable to and shall have no duty to provide insurance against damage, loss to any goods or materials of Purchaser which are used by Seller in connection with any order.
- PURCHASER'S OBLIGATIONS: RIGHTS OF SELLER:** If Seller shall at any time doubt Purchaser's financial responsibility, Seller, in its sole discretion, may decline to make shipments except upon receipt of cash payment in advance or other proof of responsibility satisfactory to Seller. If Purchaser fails in any way to fulfill the terms and conditions herein, Seller may delay further shipments until such default is corrected. Remedies provided to Seller herein shall be in addition to, and not in lieu of other remedies provided by Florida law.
- CANCELLATION:** After acceptance of order by Seller, orders shall not be subject to cancellation except with Seller's written consent and upon terms that will indemnify Seller against direct, incidental, and consequential loss or damages.
- ASSIGNMENT:** Purchaser may not assign any of the rights or obligations hereunder without prior written consent of Seller.
- ENTIRE AGREEMENT:** This document contains the entire agreement between Seller and Purchaser and constitutes the final complete and exclusive expression of all terms of the agreement, all prior or contemporaneous written or on agreements or negotiations with respect to such terms are included herein or are the subject matter hereof being merged herein.
- SEVERABILITY:** In the event any word, phrase, clause, sentence, or other provision hereof shall be declared illegal, invalid, or unenforceable, such provision shall be ineffective to the extent of such invalidity, illegality, or unenforceability without invalidating any other provision contained herein and this agreement shall be construed as if such word, phrase, clause, sentence, or other portion of this contract had not been contained herein. (cont)

**Sales Agreement of Terms and Conditions (cont)**

- GOVERNING LAW:** This document shall be governed by an d construed in accordance of the laws of the State of Florida whenever there is a conflict of laws, the laws of the State of Florida shall prevail.
- RELIANCE ON CREDIT INFORMATION:** The information contained herein is for the purposes of obtaining credit and is warranted by Purchaser to be true and correct. False or misleading information provided by Purchaser will cause revocation of any extension of credit by Seller to Purchaser.
- AUTHORIZATION TO OBTAIN CREDIT INFORMATION:** Purchaser hereby authorizes Seller or any credit bureau implied by Seller to investigate the references listed on any credit application or statement or other data obtained from Purchaser or from any other person pertaining to Purchaser's credit responsibility and to supply further information, if requested.

**Company Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_ **Title** \_\_\_\_\_

- Please, return the Credit Application and Purchase Agreement only AFTER it is signed by the owner(s) of business; or, if a partnership, by all partners; or, if a corporation, by an authorized officer; or, if the company's policy allows, by any employee entitled to sign official documents.
- If your organization is tax exempt, kindly provide a copy of your most recent tax certificate. We must receive your certificate in order to exempt your account from sales tax. There will be no exceptions. If applicant is member of a country club, the full name of the not-for-profit corporation must be provided.

**\*\*\*Guaranty of Payment\*\*\***

\*\*\* The Guaranty of Payment is optional: it has to be signed ONLY IF AN INCREASED CREDIT LIMIT IS SOLICITATED. In this case, the Guaranty of Payment must be signed ONLY by the owner(s) of the business; or, if a partnership, by all partners; or, if a corporation, by an authorized officer.

FOR VALUE RECEIVED, the undersigned jointly and severally, endorse, guarantee and promise to pay all charges for products sold by the above Seller to the above Purchaser. Charges for products include, without limitation, the costs of collection, finance charges, late charges, court costs and attorney's fees. Guarantor(s) agree Seller may, at its option, proceed in the first instance against Guarantor(s) to collect any obligation covered by this Guaranty without first proceeding against Purchaser, or any other person, firm or corporation and without first resorting to any property at the time held by Seller as collateral security. This Guaranty is delivered and made in, and shall be construed in accordance with the laws of the State of Florida and is binding upon the Guarantor(s) and his / her legal representative, heirs, assigns and successors, and shall inure to the benefit of Seller, its heirs, legal representatives, assigns and successors.

Signature	Signature
Print name	Print name
Address	Address
City, St, Zip Code	City, St, Zip Code
Ph #	Ph #
Signature	Signature