



# GULFSIDE SUPPLY, INC. DBA: GULFEAGLE SUPPLY



## Application for CASH/COD Account and Agreement of Terms and Conditions of Sale

Mail completed application to: \_\_\_\_\_

Or Email completed application to: \_\_\_\_\_

For Office use only:

BRANCH # \_\_\_\_\_ ASSIGNED SALESPERSON \_\_\_\_\_ BRANCH MANAGER SIGNATURE: \_\_\_\_\_ PRICE LEVEL: \_\_\_\_\_

### COMPANY/APPLICANT NAME:

Street Address:	City:	State:	Zip Code:
Phone:	Fax:	Contact Name:	
Contact for invoicing - email:		Contact for products/pricing information - Email:	
PO Box:		City, State, Zip:	
Sole proprietorship: <input type="checkbox"/> Partnership: <input type="checkbox"/> Corporation: <input type="checkbox"/>		State of Incorporation:	Date business commenced:

### PRINCIPALS NAMES AND HOME ADDRESSES

Name:	Name:	Name:
Home Address:	Home Address:	Home Address:
State, Zip:	State, Zip:	State, Zip:
Phone:	Phone:	Phone:
Own or Rent:	Own or Rent:	Own or Rent:
Spouse's Name:	Spouse's Name:	Spouse's Name:
Driver License #:	Driver License #:	Driver License #:
State of Issue:	State of Issue:	State of Issue:

### TAX & LICENSE INFORMATION

Contractor License #:	Renewal Date:	Name of License Holder:
Federal Tax ID #:	Tax Year End Date:	

Blanket Exemption Certificate (Please attach copy if applicable)

Taxable  Exempt

The undersigned Applicant hereby certifies that it is licensed to do business under the law(s) of the State of \_\_\_\_\_ holding the sales tax license Permit number: \_\_\_\_\_

Enumerated and that the tangible personal property purchased is exempt from sales and use tax for the following reason:

- Resale, in the regular course of business, the form of tangible personal property.
- Incorporating the same, as material, ingredient or component part into tangible personal property.
- Other authorized exemption (describe): \_\_\_\_\_

This certificate shall be considered a part of each order given by Applicant from and after the effective date hereof unless such order shall otherwise specify. This certificate shall continue in full force and effect unless and until revoked in writing by Applicant. Applicant understands and agrees that if it uses any property purchased tax-free under this certificate in any manner which would not exempt the sale from tax, it becomes the user or consumer of such property, as assumes liability for and undertakes full payment of any tax due.

### TERMS AND CONDITIONS OF CASH / C.O.D. SALE

The following terms and conditions apply to and govern the sale and delivery of products by Gulfside Supply, Inc. d/b/a Gulfeagle Supply and d/b/a Kimal Lumber (hereafter referred to as "Gulfeagle") to the purchaser listed on the application (the "Customer"). Customer's acceptance of any products is expressly limited to these Terms and Conditions of Sale. Any additional or different terms suggested by Customer are rejected unless expressly consented to in a written document signed by Gulfeagle's President or CEO.

- 1.) COD sales are required to be paid simultaneously at the time of delivery or in advance of delivery.
- 2.) Customer agrees that payment must be by check or cash and recognizes that all pricing has been discounted in advance of invoicing. If Customer seeks to pay with an alternate method, including but not limited to a credit card, then Gulfeagle reserves the right to reprice those respective goods, items at the non-discounted price or a courtesy fee may be applied.
- 3.) Any disputed item, claim of damage, material defect or shortage, must be made at the point of sale otherwise Customer understands that disputes not addressed at the point of sale are waived.
- 4.) Gulfeagle does not guarantee or warrant any specific delivery times or dates.
- 5.) **GULFEAGLE MAKES NO WARRANTIES, IMPLIED OR OTHERWISE, AND HEREBY DISCLAIMS ALL WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE OR MERCHANTABILITY. SOME GOODS SOLD BY GULFEAGLE CONTAIN MANUFACTURER'S WARRANTIES OR GUARANTEES; OTHER THAN THESE, ALL GOODS ARE SOLD "AS IS". THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE HEREOF.**
- 6.) Should any indebtedness not be paid in accordance with the terms herein or from any dispute arising out of or relating to the terms and conditions of sale, Customer agrees to pay Gulfeagle's attorney's fees, as a prevailing party, (the greater of 33-1/3% of the account balance or court awarded attorney's fees) and court costs, costs of collection, including litigation in the trial court and appellate litigation, and hereby waives right to jury trial, notice of presentment and notice of default and stipulates to venue in the state courts of either Pinellas County or Hillsborough County, Florida or the county where the Gulfeagle branch is located

and where the sale transaction took place, any of the foregoing solely at the discretion of Gulfeagle Supply as well as being subject to a minimum maintenance fee of \$9.50/month, interest at the rate of 1-1/2% per month (18% per annum) or the maximum lawful rate, whichever is higher, and a monthly late charge fee.

- 7.) Gulfeagle shall not be responsible for delays in or failure of delivery due to circumstances beyond its control, including but not limited to labor disputes, fires, floods or other casualties, adverse weather conditions, public disturbances, government regulations, or material shortages.
- 8.) Gulfeagle's trucks may weigh over 10 tons which can cause damages to driveways, sidewalks, pipes, septic systems, ruts in lawns, etc. Gulfeagle shall load materials on the roof as requested by the Customer, with the expectation the Customer has done proper diligence and the roof structure is sound to accept the weight of the material. With this knowledge, Customer takes full responsibility for any damages resulting from delivery, and Gulfeagle is not responsible for any driveway, truss or structure damage. Gulfeagle also assumes no extended liability for any damages incurred after material delivery, including but not limited to claims for mold or environmental claims. Further, Customer warrants that it has advised its customer, if applicable, of the possibility of such damages and neither will hold Gulfeagle responsible in the event of loss. All deliveries are subject to a delivery charge and fuel surcharge which is in addition to the quoted price.
- 9.) All material returned for refund is subject to a restocking fee of up to 25%. All special-order materials are not returnable or refundable.
- 10.) In the event that Customer does not have a representative on a jobsite, Customer accepts responsibility for the correctness of the material count as shown by Gulfeagle on any delivery ticket and/or invoice. Customer accepts responsibility for the material upon completion of the delivery. Delivery of material with or without a signed delivery ticket shall constitute acceptance and obligate Customer for payment of same.
- 11.) Customer shall defend, indemnify, and hold harmless Gulfeagle and its agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the delivery and/or placement of materials, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property but only to the extent caused by the negligent acts or omissions of Customer, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.
- 12.) Customer shall furnish any/all free-fall protection as may be required by OSHA and shall bear the responsibility of same.
- 13.) Each invoice along with these terms and conditions shall be construed to be between merchants and are commercial sales. Specifically, it is understood that these transactions are not consumer transactions. Any question or dispute regarding their validity, construction or performance by either party shall be governed by the laws of the State of Florida, the exclusive choice of law and which laws control.
- 14.) Customer agrees that these are cash or C.O.D. sales and that Customer is not allowed payment terms otherwise. Specifically, Gulfeagle is not providing credit terms nor payment terms extending into the future following the date of sale and delivery.
- 15.) This agreement and application along with the invoice(s) and terms and conditions therein contain the entire agreement between the parties and supersede any prior agreements or understandings between them. These may not be amended or modified except by written instrument including additional consideration signed by Gulfeagle's President or CEO or their successors-in-interest. There shall be no oral amendment(s) to the terms, conditions, and guaranty in this agreement. If any part of this agreement is determined by the court to be invalid, all other portions remain intact. An electronic copy of or facsimile of this document shall be deemed an original for all purposes. **CUSTOMER ACKNOWLEDGES THAT TERMS AND CONDITIONS MAY BE UPDATED FROM TIME TO TIME AND AVAILABLE UPON REQUEST.**

EEO/AA EMPLOYER. Customer and Gulfeagle shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a) as applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

I have read and agree to the terms contained herein and further affirm and expressly consent to the obligations assumed by me individually and/or on behalf of the Customer identified above.

Signature of Customer: \_\_\_\_\_

Date: \_\_\_\_\_

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

Signature of Customer: \_\_\_\_\_

Date: \_\_\_\_\_

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