

Courtney's Distributing Inc.

1941 5th Line, P.O.Box 178 Port Hope, Ontario L1A 3W3
Telephone (905)786-1106 Long Distance (800)588-3225 Fax (905)786-1146

Customer Application Form

1. Bill To: (Please use proper legal name) Cust. No: _____ Rep No: _____
Name _____

Street Address: _____

City _____ Postal Code _____

Phone No. _____ Fax No. _____

2. Type of Business: Ltd./Corp. _____ Partnership _____ Proprietorship _____

3. Ship To: (If different from Bill To) Terms
Name _____

Street Address _____

City _____ Postal Code _____

Phone No. _____ Fax No. _____

Contact _____ Position _____

4. Ontario Retail Sales Tax Purchase Exemption Certificate:

PST/Vendor's Permit Number _____ Blanket _____

Under the provisions of the Retail Sales Tax Act, the above-named business claims exemption from Ontario Retail Sales Tax on the following goods or taxable services:

The party buying the goods or taxable service for which an exemption is claimed must complete this certificate and give it to the supplier.

The supplier is to keep this form as stated in the regulations.

This certificate is valid for four years for purchases of the above listed goods or services if:

- a) The box beside the word "blanket" at the top of the form is checked; and
- b) The purchase order refers to this purchase exemption certificate.

Every person who makes a false statement on this certificate is liable, if convicted, to a fine of not less than \$500 and not more than \$10,000, plus an amount of not more than double the amount of the tax that should have been paid or that was evaded, or to imprisonment for a term of not more than two years, or to both.

Name (Print): _____ Signature: _____ Date: _____

5. Business Owners

1. Last Name: First: Initial: Date of Birth: S.I.N.

Address: _____

2. Last Name: First: Initial: Date of Birth S.I.N.

Address: _____

6. Business Information

Date Established: Years under Current Owner

Building: _____

Own:

Mortgage Details: _____

Lease:

Lease/lessor name & phone no. _____

Banking History: (must be completed)

Bank Name: Branch: Account#

Contact: Phone: _____

Trade Credit References: (must be completed)

Supplier Nme: Phone: Terms:
1 _____
2 _____
3 _____

Estimated weekly purchases (in dollars):

Type of Products to be purchased:

Tobacco _____ Confectionary _____ Food Service _____ Grocery _____ Paper _____ Other _____

Special Instructions for Rep/Driver

7. Terms and Conditions (please read and sign)

- 1. The undersigned consents and warrants that all of the information in this credit application to be a true and complete disclosure.
- 2. The undersigned consents to inquiries by Courtney's Distributing Inc., to any party regarding the financial affairs of the Credit Applicant, including relevant Credit Bureaus on both the company and its principal (s)
- 3. The Purchaser shall forthwith notify Courtney's Distributing Inc., in writing, of any change in ownership of the purchaser.
- 4. The undersigned agrees that all purchases made from Courtney's Distributing Ince. Are subject to the following conditions:

- a) The customer shall provide payments in full to Courtney's Distributing upon delivery of goods to the customer, unless the parties have expressly agreed otherwise;
- b) A service charge will be issued at 2.0% per month on the balance owing over 30 days (24% per year)
- c) A service charge of \$30.00 per cheque shall be payable immediately by the customer in the event that any cheque issued by the customer is not hoored for any reason;
- d) Title to all goods delivered by Courtney's Distributing Inc. to the customer shall remain with Courtney's Distributing Inc. and shall not pass or transfer to the customer until the said goods are paid for in full by the customer.
- e) Courtney's Distributing Inc. shall, in its sole discretion and without being liable for any loss resulting therefrom, be entitled at any time to alter, suspend or revoke any credit privileges or terms granted to the customer.
- f) Courtney's Distributing Inc. shall be entitled to obtain and release credit information about the customer(s), guarantor(s) and corporate principal(s) from and to any credit bureau, fiancial institution, or person or entity at law whatsoever, and the release to and by Courtney's Distributing Inc. of such credit information is hereby authorized and permitted;
- g) On default, the customer shall pay all lawyers fees and court costs incurred by Courtney's Distributing Inc. on a solicitor and client scale;
- h) This agreement shall be governed by the laws of the Province of Ontario.

The undersigned confirms that there are no other representation, warranties or agreement upon which they rely other than those set out herein and that this agreement contains the entire agreement between parties.

I the undersigned, fully understand and agree to the terms and conditions stated above and by signing below do represent that I have the authority to bind the company.

Date: _____ Signature: _____ Witness: _____
Print Name: _____ Print Name _____

8. Credit Approval (office use only)

Sales Representative Name:	Signature:	Number:
Terms Requested:	Limit:	Pricing:
Approved By:	Title:	Date:
Comments:		

The information on previous of this page is submitted by the undersigned (hereinafter called "the debtor") for the purpose of obtaining credit and the undersigned warrants and promises that all the information is true and complete. The debtor hereby agrees to make payment to Courtney's Distributing Inc., (hereinafter called "the creditor") in accordance with the invoice from time to time rendered and, unless otherwise specified in such invoices, within seven days of the date of the receipt of invoice. Upon default of payment, interest shall accrue at the rate of 24% per annum calculated 2% per month. The debtor shall be responsible for payment of all collector and client and all other costs of collection incurred by the creditor. The creditor may at any time for such reasons as it deems fit withdraw the credit extended under this agreement. This credit application shall become effective upon acceptance thereof by the representative of the creditor and shall be deemed to be so accepted by any extension of credit given after the date of this application. The debtor and guarantor acknowledge, consent to and agree to co-operate with the creditor completing such credit check and investigations that creditor deems advisable. This agreement shall not be transferred and assigned.

GUARANTEE

NOTICE: BY EXECUTING THIS GUARANTEE YOU BECOME PERSONALLY LIABLE FOR THE OBLIGATIONS OF THE DEBTOR NAMED BELOW

In consideration of furnishing of goods and continuing to finish goods and the extension of credit or the continuation of credit by Courtney's Distributing Inc.

("Creditor") to _____
 ("Debtor"), the undersigned hereby unconditionally guarantees payment of all amounts Debtor shall at any time present and future, owe to Creditor on account of goods sold and delivered to Debtor whether such indebtedness is in the form of notes, bills, open accounts or otherwise. This guarantee shall continue notwithstanding and change in the form of such indebtedness or renewals or extensions granted by the Creditor without the necessity of obtaining any consent of the undersigned thereto, until expressly revoked by written notice from the undersigned. Any such revocation shall not in any matter affect the liability of the undersigned. Any such revocation shall not in any matter affect the liability of the undersigned as to indebtedness contracted by Debtor prior thereto. This guarantee extends to and includes any and all interest due or to become due together with all attorney's fees, costs, and expenses incurred by Creditor in connection with any matter covered by this guarantee. The undersigned hereby waives notice of acceptance of this guarantee by Creditor and notice of default or non-payment. No delay by Creditor in exercising any right hereunder or taking any action to collect or enforce payment of any obligation hereby guaranteed, either as against Debtor or any otherwise liable, shall operate as a waiver of any such right or in any manner prejudice the rights of Creditor against the undersigned. The undersigned hereby agrees that in the event of any default by Debtor, Creditor shall be entitled to proceed against the undersigned immediately for such payment without prior demand or notice without prejudice to Creditor's rights to pursue any other remedies against the Debtor for such default. Any change of credit terms with the Debtor or any compromise of settlement of monies owing with the Debtor or with any of the undersigned if there is more than one, may be made without notice to the undersigned and shall not in any way affect or limit the full obligations of the undersigned pursuant to this personal guarantee. The creditor need not exhaust its remedies against the Debtor before entitled to payment from the undersigned. In the case of multiple guarantors hereunder, all liability of each guarantor shall be joint and several. This guarantee shall bind each of the undersigned personally, their heirs, executors, administrators, successors, and assigns.

Dated at _____, this _____ day of _____ 20____.

Witness _____

Signature-Personal Guarantor

Witness _____

Print Name

Signature-Personal Guarantor

Print Name

Credit Application (with personal guarantees) accepted this _____ day of _____ 20____.
 Courtney's Distributing Inc.

Courtney's Distributing Inc.

PAYOR'S AUTHORIZATION FORM FOR PRE-AUTHORIZED DEBIT ("PAD")

Instructions: Please complete all sections to instruct your financial institution to make payments directly from your account. Return the completed form with a **blank cheque marked "VOID"** to the Payee below.

PAYOR INFORMATION *(Please type or print clearly)*

Payor Name(s):	
Address:	
Telephone:	Fax:
Email Address:	

PAYOR FINANCIAL INSTITUTION/BANKING INFORMATION

Institution Number:	Branch Number:	Account Number:
Name of Financial Institution:		
Branch:		
Branch Address:		
City/Postal Code:	Province:	
Telephone:	Fax:	

PAYEE INFORMATION

Courtney's Distributing Inc.
P.O Box 178, 1941 Fifth Line
Port Hope, Ontario
L1A 3W3
Phone # (905) 786-1106 Fax # (905) 786-1146
sue.courtneys@gmail.com

This form is for Business Pre-Authorized Debit Plans which relate to commercial activities of a Payor who is a corporation, organization, trade, association, government entity, profession, venture, partnership, sole proprietor or enterprise.

1. We warrant and guarantee that the above information is accurate.
2. We undertake to inform the Payee, in writing, of any change in the information provided in this Authorization prior to the next due date of the PAD.

3. We acknowledge that this Authorization is provided for the benefit of Payee and the Financial Institution and is provided in consideration of the Financial Institution agreeing to process debits against the "account" as listed above for business purposes in accordance with the Rules of the Canadian Payments Association.
4. We warrant and guarantee that persons whose signatures are authorized to sign on the Account have signed this Authorization and that the persons signing this Authorization are our Authorized signing officers and are empowered to enter into this agreement.
5. The Account that the Payee is authorized to draw upon is indicated above. A specimen cheque available for this "account" has been marked "VOID" and is attached to this Authorization
6. We hereby authorize the Payee to issue Business PAD's (as defined in Rule H1 of the Rules of the Canadian Payments Association) drawn on the "account" as listed above for goods invoiced and delivered.
7. We hereby authorize the Payee to issue Business PAD's in a variable dollar amount at set intervals as agreed to by the parties. The set interval will be the terms issued for the goods invoiced and delivered shown on the invoice from the date of the invoice.
8. Unless otherwise agreed to in writing, we acknowledge and agree that Payee will provide to us Pre-notification, at the address provided in this agreement:
 - a. with respect to variable amount PADs, including any representment or reprocessing of PADs which were returned for the reason of Non-Sufficient Funds or Funds Not Cleared, written notice of the Payment Amount and the Payment Date(s), at least 1 calendar day before the Payment Date of every PAD;
 - b. with respect to variable amount PADs, including any representment or reprocessing of PADs which were returned for the reason of Non-Sufficient Funds or Funds Not Cleared, where the option chosen is 0 days written notice of the Payment Amount. The Payment notice must be received by the Payor no later than 14:00 EST on the same day, or in the event of force majeure or any event reasonably beyond the control of the Payee, written or verbal notice of the Payment Amount and the Payment Date must be received by the Payor no later than 15:30 EST on the same day; and
 - c. with respect to a PAD plan that provides for the issuance of a PAD in response to a direct action of ours (such as, but not limited to, a telephone instruction) requesting Payee to issue a PAD in full or partial payment of a billing received by us for a payment obligation that meets the requirements of SECTION 15(d) of Rule H1, no notice is required.

All Payment Amounts must exactly match the amount specified in the written notice for the specified Payment Date.

9. *We hereby agree to reduce or waive the Pre-notification requirements of section 15(a) and (b) of Rule H1 and agree to the Pre-notification requirements set out in section 8. of this agreement.*
10. We have certain recourse rights if any debit does not comply with this agreement. For example we have the right to receive reimbursement for any PAD that is not authorized or is not consistent with this PAD agreement. To obtain more information on our recourse rights, we may contact our our financial institution or visit www.cdnpay.ca.

11. We may dispute a Business PAD under the conditions in section 20 of rule H1:

We acknowledge that in order to be reimbursed, a declaration must be completed and presented to the branch of the Financial Institution holding the Account up to and including 10 business days after the date on which the PAD in dispute was posted to the Account, Payee will also be advised simultaneously.

We acknowledge that when disputing any PAD beyond the time allowed in this section, it is a matter to be resolved solely between Payee and Payor outside the payment system.

12. We acknowledge that the Processing member is not required to verify that a PAD has been issued in accordance with the particulars of this Authorization including, but not limited to, a) the amount or b) that any purpose of payment for which the PAD was issued.

13. We acknowledge that revocation of this Authorization does not terminate any contract for goods or services that exists between Payee and Payor. The Authorization applies only to the method of payment and does not otherwise have any bearing on the contract for goods or services exchanged, which remains in full force and effect.

14. This authorization may be cancelled by either the Payor or the Payee at any time upon providing written notification to the other party. Such cancellation will be effective 30 days after the receipt of a cancellation notice. A sample cancellation form, and further information on our right to cancel a PAD Agreement may be obtained from our financial institution, or by visiting www.cdnpay.ca.

15. We acknowledge that provision and delivery of this Authorization to the Payee constitutes delivery by us to the Financial Institution. Any delivery of this Authorization to the Payee regardless of the method of delivery constitutes delivery by us.

16. We agree that the information contained in this Authorization may be disclosed to the Payee's Financial Institution as required to complete any PAD transaction.

17. We understand and accept the terms and conditions of participating in the PAD plan.

Company Name:		Date:
Authorized Signature:		Print Name:
Authorized Signature:		Print Name: