



P.O. Box 249
 Camp Verde, AZ 86322
 Phone: 928-567-3109
 Fax: 928-567-4011

Application & Agreement for Business Credit

Date: _____ New Application: _____ Updated Application: _____

Name of Company: Tribal Entity Corporation Partnership Limited Partnership Individual

Previous Company Name: _____

Mailing Address: _____ City: _____ State: _____ Zip: _____

PRINCIPALS

Principals Name:	Title:	Principals Name:	Title:	Principals Name:	Title:
------------------	--------	------------------	--------	------------------	--------

Nature of Business:	How long in present business:	Phone Number:	Fax Number:
---------------------	-------------------------------	---------------	-------------

City Sales Tax Number:	State Sales Tax Number:	Federal ID Number:	Contractors License Number:
------------------------	-------------------------	--------------------	-----------------------------

Company Bank (Name and Branch):	Account Number:	Contact Person:
---------------------------------	-----------------	-----------------

Location and Type of Real Estate Owned: _____

Credit Limit Requested:	Is a Purchase Order Required?
-------------------------	-------------------------------

TRADE REFERENCES

Name:	Address:	City:	State:	Zip:	Phone #:
1.					
2.					
3.					
4.					

AUTHORIZING OFFICER, PARTNER, OR OWNER INFORMATION:

Name of Individual Signing This Application (First, Middle and Last): _____ Title: _____

Home Address (Physical): _____ City: _____ State: _____ Zip: _____

Social Security Number: _____ Phone Number: _____ Spouses Name: _____

Give particulars on any lawsuits, judgments, bankruptcy or liens pending against Company or Individual signer. Use separate sheet, if necessary: _____

The undersigned executes this application in his or her individual capacity and on behalf of his or her marital community, if any, and for and on behalf of the Company, in the capacity indicated; by this application, both the undersigned and the Company (1) request that an account be opened in the name of the Company (2) authorize the receipt and exchange of credit information by creditor herein, or its agent (3) agree to be liable for all charges to the account and pay all bills when rendered (4) agree that if the account is not paid when due a 1 ½% per month interest charge will be computed and added to the delinquent balance. If payment is not so made, in addition to the 1 ½% interest charges, we agree to pay 25% addition to the balance due, as liquidated damages, to reimburse the creditor herein for expenses incurred due to in-house collection activities. The parties agree that the nature of the case, it would be impractical or extremely difficult to fix the actual damage to the creditor herein caused by the delinquent payment. We further agree that if this account is referred to an attorney for collection activity and/or initiation of a lawsuit, we will pay 33% in addition to the balance then due (including in-house collection costs) as and for creditor's attorney fees incurred, whether suit is initiated or not. We understand that the in-house collection costs and attorney fees are amounts actually incurred in collection of any delinquent account. We understand and agree that if any suit or action is brought upon this contract, it shall take place in the Yavapai-Apache Tribal Court. By signing this application, Company consents to the jurisdiction of the Yavapai-Apache Nation and the Yavapai-Apache Nation Tribal Court. We agree to each of the terms, conditions and requirements hereinafter set forth on the reverse, and acknowledge that we have read, understood, and agree to the provisions of this application agreement.

THIS APPLICATION AND AGREEMENT MUST BE SIGNED BY AN OFFICER, PARTNER OR PROPRIETOR OF THE FIRM TO AUTHROIZE THE OPENING OF THE ACCOUNT.

BY: _____ Individually and on behalf of any marital community and on behalf of the Company as its: <div style="text-align: center;">(Title)</div>	BY: _____ Individually and on behalf of any marital community and on behalf of the Company as its: <div style="text-align: center;">(Title)</div>
---	---



P.O. Box 249
Camp Verde, AZ
86322
Phone: 928-567-3109
Fax: 928-567-4011

Application & Agreement for Business Credit Terms and Conditions

(Keep this page for your information)

1. All sums owing the **Creditor** herein by **Customer** shall be paid in accordance with the terms and conditions expressed in **Creditor's** invoice, statement, proposal or other writings. Upon failure of **Customer** to pay any sum when due, or to comply with any of the terms, conditions or agreements contained herein and/or contained in any invoice, statement, proposal, quotation, or other writings between **Creditor** and **Customer**, **Creditor** may at its option, declare any and/all or sums when owing by **Customer** to **Creditor** to be immediately due and payable. **Customer** authorizes and consents to **Creditor**, at **Creditor's** option, applying all payments and credits first to cost of collection, if any next to accrued delinquency charges, if any, and finally to the oldest outstanding unpaid invoices or accounts. Should **Customer** not pay their account balance by the close of **Creditors** billing cycle and **Creditor** elects to file a claim or lien and/or notice of intent to file claim on bond, **Customer** agrees to reimburse **Creditor** herein for their costs of filing same.
2. **Customer** hereby waives any right which it may have against **Creditor** by reason of the fact that **Creditor** withholds shipments or delivery in the belief that its ability to collect is in doubt. This provision shall continue to be applicable notwithstanding anything to the contrary contained in any future invoice, statement, proposal, quotation or other writing between **Creditor** and **Customer**.
3. **Customer** shall furnish **Creditor**, from time to time, promptly upon receipt, (a) complete financial statements pertaining to **Customer's** operation and financial condition, in such form and detail as **Creditor** shall request; and (b) all other information and documents that **Creditor** may reasonably request.
4. Any and all quotations, certificates, invoices and other writings signed on behalf of **Customer** by any employee, agent, of **Customer** shall be deemed to have been executed on behalf of **Customer** with full authority.
5. **Customer** shall indemnify and hold **Creditor** harmless from any and all liability, claims, loss damages or expenses, including without limitation, attorney fees and costs, arising by reason of the death or injury of any person, or by reason of the damage or destruction of any property, causes or allegedly caused by any goods, machinery, parts, tools or services sold or delivered by **Creditor**, except as expressly otherwise agreed in writing by **Creditor** and **Customer**.
6. Should the Yavapai-Apache Tribal Court find any clause in this contract or in the application and agreement for business credit to be void, that clause shall be severed with all provisions remaining intact and enforceable.
7. **Customer** hereby waives any claim not asserted in writing within fifteen days after delivery by **Creditor** for nonconformity to specifications or for nonconformity to quantity or quality ordered. It is specifically agreed that the **Creditor's** liability for any expressed or implied warranty is limited to replacement of nonconforming material. **Customer** specifically waives all claims, except for replacement, against **Creditor** arising out of any transaction between **Creditor** and **Customer**.
8. The extension of credit to the **Customer**, by **Creditor** herein, shall constitute approval of this application and agreement for business credit and will be deemed sufficient consideration to establish this application and agreement for business credit as contract between parties.
9. Nothing contained herein shall be construed as a waiver by **Creditor** of any lien rights or any other rights which it may not have, or hereinafter acquire, by law. No waiver or modification hereof shall be valid unless expressed in writing and executed by **Creditor** and **Customer**.





Arizona Department of Revenue

Transaction Privilege Tax Exemption Certificate

ARIZONA FORM
5000

This form replaces earlier forms: 5000, 5001, 5002.

This exemption Certificate is prescribed by the Department of Revenue pursuant to ARS § 42-5009. The purpose of the certificate is to document tax-exempt transactions with qualified purchasers. It is to be filled out completely by the purchaser and furnished to the vendor. The vendor shall retain this Certificate for single transactions or for specified periods as indicated below. Incomplete Certificates are not considered to be accepted in good faith. Only one form of exemption can be claimed on a certificate.

<p>Purchaser's Name and Address</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Vendor's Name _____</p>	<p>Check Applicable Box:</p> <p><input type="checkbox"/> Single Transaction Certificate</p> <p><input type="checkbox"/> Period From: _____ Through: _____</p> <p style="text-align: center;"><i>(You must choose specific dates for which certificate will be valid)</i></p>
--	---

Choose one transaction type per Certificate

<p><input type="checkbox"/> Transactions with a Business (Please check appropriate item from numbers 1 - 19)</p> <p>Arizona Transaction Privilege Tax License Number _____</p> <p>SSN / EIN _____</p> <p>Other Tax License Number _____</p> <p>Tax number for another tax agency _____</p> <p>If no license number, provide reason: _____</p> <p>Precise Nature of Purchaser's Business _____</p>	<p><input type="checkbox"/> Transactions with Native Americans & Native American Businesses (Please check item number 24 or 24a)</p> <p>Tribal Business License # _____</p> <p style="text-align: center;">OR</p> <p>Tribal ID# _____</p> <p>Name of Tribe _____</p> <p><input type="checkbox"/> Transactions with a Government entity or certain Health Care Institutions (Please check appropriate item from numbers 1 - 23)</p>	<p><input type="checkbox"/> Transactions with nonresidents (Please check appropriate item from numbers 25 - 26)</p> <p>State of residence _____</p> <p>Driver's License# _____</p> <p>Driver's License State _____</p> <p>SSN/ID _____</p> <p>30 day Drive out permit # _____</p>
--	--	--

Reason for Exemption - check as applicable

- 1. Tangible personal property to be resold in the ordinary course of business. Mining Tax Will Apply
- 2. Tangible personal property to be leased or rented in the ordinary course of business.
- 3. Tangible personal property to be incorporated into a taxable contracting project. For Tax Exempt Purchases
- 4. Food, drink, or condiments purchased by a restaurant business.
- 5. Motor vehicle fuel and use fuel subject to tax under ARS § 28-5606 or 5708.
- 6. Use fuel to a holder of a valid single trip use fuel tax permit issued under ARS § 28-5739.
- 7. Aviation fuel subject to the tax imposed under ARS § 28-8344.
- 8. Pipes or valves four inches in diameter or greater to be used for transportation of oil, natural gas, artificial gas, water or coal slurry.
- 9. Neat animals, horses, asses, sheep, ratifes, swine or goats used as breeding or production stock (including ownership shares in such animals).
- 10. Aircraft, navigational and communication instruments and related accessories sold or leased to:
 - Airlines holding a federal certificate of public convenience and necessity; or Airlines holding a foreign air carrier permit for air transportation; or
 - Any foreign government or nonresidents of Arizona who will not use such property in Arizona other than in removing such property from this state.
- 11. Railroad rolling stock, rails, ties and signal control equipment used directly to transport persons or property for hire.
- 12. Buses or urban mass transit vehicles used directly to transport persons or property for hire or pursuant to a government mass transit program.
- 13. Central office switching equipment, switchboards, private branch exchange equipment, microwave radio equipment and carrier.
Equipment including optical fiber, coaxial cable and other transmission media which are components of carrier systems sold or leased to persons engaged in the telecommunications business.
- 14. New machinery and equipment, used for commercial production of agricultural, horticultural, viticultural and floricultural crops and products in this state, consisting of tractors, tractor-drawn implements, self-powered implements, drip irrigation lines, and machinery and equipment necessary for extracting milk and for cooling milk and livestock.
- 15. Machinery, equipment or transmission lines used directly in producing or transmitting electrical power, but not including distribution.

(OVER)

- 16. Groundwater measuring devices required under ARS § 45-604.
- 17. Machinery or equipment used directly in the following processes:
 - Manufacturing, processing or fabricating. Job printing. Refining or metallurgical operations.
 - Extraction of ores or minerals from the earth for commercial purposes. Extraction of, or drilling for, oil or gas from the earth for commercial purposes.
- 18. Printed, photographic, electronic media or digital media materials purchased by or for publicly funded libraries including school district libraries, charter school libraries, community college libraries, state university libraries or federal, state, county or municipal libraries for use by the public.
- 19. Other: Cite specific statutory authority for the exemption of the tangible personal property. _____

Exemptions based on the purchaser being a government entity, public school, or a qualifying health care institution.

- 20. Food, drink or condiments for consumptions within the premises of any prison, jail or other institution under the jurisdiction of the state department of corrections, the department of public safety, the department of juvenile corrections or a county sheriff. Food, drink, condiments or accessories purchased by a school district for consumption at a public school within the district during school hours.
- 21. Tangible personal property sold or leased directly to the United States Government or its departments or agencies by a manufacturer, modifier, assembler or repairer.
- 22. Fifty percent of the gross proceeds or gross income from the sale of tangible personal property directly to the United States Government or its departments or agencies, which is not deducted under number 21 above. This exemption does not apply to leases.
- 23. Tangible personal property sold or leased directly to a qualifying non profit hospital, health care organization, community health center, or rehabilitation program for mentally or physically handicapped persons (an exemption letter for these entities must accompany this form).

Transactions with Native Americans & Native American Businesses

- 24. Sale or lease of tangible personal property including Motor Vehicles to affiliated Native Americans if the solicitation for the sale, signing of the contract, delivery of the goods and payment for the goods all occur on the reservation.
- 24a. Sale of a Motor Vehicle to an enrolled member of a tribe who resides on the reservation established for that tribe.

Transactions with nonresidents

- 25. Sales of tangible personal property to nonresidents of Arizona who are temporarily within Arizona, for their use outside of Arizona, when the vendor ships the property out of Arizona by common carrier or United States mail or delivers such property out of Arizona via the vendor's own conveyance.
NOTE: The vendor shall retain adequate documentation substantiating the shipment of the property out of Arizona.
- 26. Sale of a motor vehicle (vehicle must be self-propelled) to a nonresident of Arizona whose state of residence does not allow a use tax exemption for transaction privilege taxes paid to Arizona and who has secured a special 30-day nonresident registration for the vehicle (please see Arizona Form 5010).

Describe the tangible personal property or service purchased or leased and its use below. (Use additional pages if needed)

Certification

A vendor that has reason to believe that the certificate is not accurate or complete will not be relieved of the burden of proving entitlement to the exemption. A vendor that accepts a certificate in good faith will be relieved of the burden of proof and the purchaser may be required to establish the accuracy of the claimed exemption. If the purchaser cannot establish the accuracy and completeness of the information provided in the certificate, the purchaser is liable for an amount equal to the transaction privilege tax, penalty and interest which the vendor would have been required to pay if the vendor had not accepted the certificate. Misuse of this Certificate will subject the purchaser to payment of the ARS § 42-5009 amount equal to any tax, penalty or interest. Willful misuse of this Certificate will subject the purchaser to criminal penalties of a felony pursuant to ARS § 42-1127.B.2.

→ I, (print full name) _____, hereby certify that these transactions are exempt from Arizona transaction privilege tax and that the information on this Certificate is true, accurate and complete. Further, if purchasing or leasing as an agent or officer, I certify that I am authorized to execute this Certificate on behalf of the purchaser named above.

→ Signature of purchaser _____ → Date _____

→ Title _____