



APPLICATION FOR TERMS / GUARANTY AGREEMENT

Company Information

Legal Business Name:	Date Established
Operating As:	Tax ID # or SS #:
Phone: Fax:	Email:
Physical Address:	
City: State: Zip:	Website:

Business Type:	<input type="radio"/> Corporation	<input type="radio"/> Sole Proprietorship (DBA)	<input type="radio"/> Partnership
Business Style:	<input type="radio"/> Wholesaler/Distributor	<input type="radio"/> Retailer	Type of Gas Sold at Station:
Person Responsible For Paying Invoices:	Phone:	Email:	
Person(s) Authorized to Sign Checks (please print):			
Year this Business Established:		Owner(s) # of Years Experience in This Business:	

Physical Address Where Product Will Be Shipped and Maintained (provide below)		
Address 1.		
Address 2.		
City:	State:	Zip:
Employees Authorized to Receive Shipments:		

On Contract With Any Manufacturer? (list below):
Best Selling Brands of Cigarettes/OTP Carried (list below):

Owner Information (Required for purchasing)

Officer(s) / Owner(s) Names, Home Address, Phone		
1.	Home Address:	
Phone:	DOB:	SSN:
2.	Home Address:	
Phone:	DOB:	SSN:

Officer's / Owner's Driver's License #:	State DL Issued In:
(attach a copy of DL)	Date of DL Issue: Date of DL Expiration:
Name/Address/Phone # of Nearest Relative/Friend Not Living With Officer/Owner of Company:	
Officer's / Owner's Driver's License #:	State DL Issued In:
(attach a copy of DL)	Date of DL Issue: Date of DL Expiration:

Bank Information

Bank Name 1:	Phone:
Address:	Fax:
City: State:	Zip:
Account Officer:	
Checking Account No.	Savings Account No.

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Office: 704.486.5793 **Fax:** 704.486.5985
1312 Atando Avenue, Charlotte, NC 28206



Trade References (please give at least two from our industry)			
Company Name 1:		Phone:	
Address:		Fax:	
City:	State:	Zip:	Account No.
Number of Years of Business with this Company:			
Company Name 2:		Phone:	
Address:		Fax:	
City:	State:	Zip:	Account No.
Number of Years of Business with this Company:			
Company Name 3:		Phone:	
Address:		Fax:	
City:	State:	Zip:	Account No.
Number of Years of Business with this Company:			

MSA Reporting Contact (provide below)	
Name:	Phone:

By signing this credit application/agreement, the individual executing this Application below on behalf of Buyer, individually and personally, represents and warrants to Rebel Tobacco CO that: 1) he/she is authorized to execute this Application on behalf of Buyer; 2) the information set forth in this Application is accurate and complete; 3) Buyer agrees that the prevailing party in any proceeding to enforce this Guarantee or to resolve a dispute with Rebel Tobacco CO will be entitled to recover its costs, including attorneys' fees, collection agency fee, from the other party; and 4) any legal action brought by Buyer will be in the jurisdiction of the state of North Carolina, and Buyer hereby submits to the jurisdiction of said courts. The laws of the state of North Carolina will apply. Buyer agrees to pay interest on any unpaid purchases, beginning 30 days after the payment due date, at the rate of 1.5% per month; 18% per annum, or the maximum judicial rate, whichever is less. Buyer also agrees to pay \$25 for each payment issued by Buyer to Rebel Tobacco CO which is returned to Rebel Tobacco CO unpaid or marked NSF. In signing this Application, Buyer agrees to all of the above and hereby grants permission for credit information to be verified by company(ies) and financial institution(s) that the Buyer has specified on this document and others that Rebel Tobacco CO becomes aware of during the credit review process and from time to time. The undersigned also understands that Rebel Tobacco CO will retain this Application, whether or not it is approved, and that Rebel Tobacco CO will consider this Application as a continuing statement of the undersigned's financial position and situation until notified otherwise by the Buyer. In order for Rebel Tobacco CO to sell and to continue to sell to Buyer, Buyer hereby represents and warrants that it is solvent and that it pays its obligations as they become due. The preceding representation and warranty will be deemed to be repeated in each purchase by Buyer. Faxed documents will be deemed as original. No oral agreements will be accepted. The terms on this credit application/agreement overrides all others.

Company Name: _____

Authorized Signature: _____ Date: _____

Signatory Name (please print): _____ Title: _____

PERSONAL GUARANTEE

The individual by signing this credit application/agreement is executing this Application on behalf of Buyer and personally guarantees, and agrees to be personally liable for failure of the performance by Buyer of, any and all of Buyers' obligations under this Application with Rebel Tobacco CO, including timely payment of any and all sums due to Rebel Tobacco CO. The personal guarantee also applies in the event that the Buyer declares Bankruptcy or applies for Bankruptcy protection.

Signature: _____ Date: _____

Guarantor's Name (please print): _____ Title: _____

This application must be completed in full in order to be processed. Once completed, please email this application to meister@rebel tobacco.com OR fax it to 800-793-8275 OR mail the completed application to Rebel Tobacco CO, 1314 Atando Avenue, Charlotte, NC 28206 (please print). Questions? Call 704-494-3200.

Rebel Tobacco CO remarks below

Terms Applying for:	<input type="radio"/> COD	<input type="radio"/> NET 7	Terms Approved:
Credit Amt. Requested:	Credit Amt. Approved:		Sales Rep:
Applicant:	<input type="radio"/> New	<input type="radio"/> Existing—being renewed	<input type="radio"/> Existing—requesting increased credit limit

Office: 704.486.5793 **Fax:** 704.486.5985
1312 Atando Avenue, Charlotte, NC 28206



Rebel Tobacco CO of NC, Inc. Purchase Agreement & Personal Guarant ee

The Customer hereby agrees that all purchases made from Rebel Tobacco CO of NC, Inc. (“Seller”) are subject to the following terms and conditions:

1. All amounts due for goods purchased from Seller are payable at the Seller’s distribution facility from which the goods are delivered. Customer acknowledges that such payments are not payable in installments, but are payable in full as stated herein.
2. As security for any amounts due Rebel Tobacco CO of NC, Inc. the Customer hereby grants to Rebel Tobacco CO of NC, Inc. a security interest in all equipment, supplies, inventory or other goods purchased from Rebel Tobacco CO of NC, Inc. and the proceeds there of and agrees to execute such other documents necessary to perfect Rebel Tobacco CO of NC, Inc.’s security interest.
3. Rebel Tobacco CO of NC, Inc. may, regardless of the terms stated on the invoices, require all outstanding amounts to be paid in full on demand in the event that sales to the Customer are discontinued for any reason.
4. The Customer understands and agrees that Rebel Tobacco CO of NC, Inc. may cancel deliveries at any time.
5. All amounts due seller are payable in accordance with the payment terms stated on each invoice from which the goods and services are delivered. Any amount due seller not paid in accordance with such payment terms is subject to a delinquency charge to be added to the sum due, which charge shall equal the amount obtained by multiplying the delinquent balance by the lesser of (A) one and one half percent (1.5%) per month (B) the maximum lawful rate permitted to be charged under the applicable state’s law.
6. Customer shall pay Seller a service charge in an amount equal to the greater of \$40.00 or 5% of the check amount for all checks returned by Customer’s bank; provided, however, such service charge shall not be due in the event such payment would result in the violation of the usury laws of the applicable jurisdiction.
7. In the event the account is turned over to an attorney or other agency for collection, or suit is brought on same, or the same is collected through any judicial proceeding whatsoever, Customer shall pay all reasonable attorney fees and court costs incurred by Seller.
8. The Customer authorizes Rebel Tobacco CO of NC, Inc. to inquire into and obtain from bank, lending institution or credit reference, whether listed on the credit application or not, any and all information relating to the Customer’s credit worthiness or financial condition.
9. The Customer agrees to notify Rebel Tobacco CO of NC, Inc. in writing thirty (30) days prior to any change of ownership of the Customer’s business (including the above information for the buyer) and further agrees to be liable for all purchases by any buyer of the business should said notification not be given Rebel Tobacco CO of NC, Inc.. The Seller may, regardless of the terms stated on the invoices, require all outstanding amounts be paid in full on demand upon change of ownership and refuse to make any further deliveries pending approval of the buyer’s credit, which shall be in Rebel Tobacco CO of NC, Inc.’s sole discretion.
10. Right to Jurisdiction: Rebel Tobacco CO of NC, Inc. and the Customer jointly and severally hereby consent to the jurisdiction of any state or federal court located within the city of Charlotte, County of Mecklenburg, State of North Carolina, and irrevocably agree that actions or proceedings relating to this agreement or any other agreement contemplated hereunder shall be litigated in such courts. Rebel Tobacco CO of NC, Inc. and Customer jointly and severally waive any objection which they may have based upon proper venue or forum of any proceedings in any such court and waive personal service of any and all process upon them and consent that all forth in this agreement and that service of process be made overnight express delivery directed to them at their respective address set forth in this agreement and that service so made shall be deemed to be completed upon the earlier or actual receipt for three (3) days after the same shall have been posted to the parties’ respected addresses.

Note: A signed resale certificate (or photocopy) and a photocopy of the state tobacco license (if applicable) must accompany this agreement to validate your retail or wholesale status.

Officer, Owner or Partner Signature

Print Name of Officer, Owner or Partner

Title

Date

Guaranty:

I, _____ residing at _____
in consideration of Rebel Tobacco CO of NC, Inc. extending credit at my request to _____
(hereinafter referred to as the “Customer” of which I am (Title) _____) hereby personally guarantee payment of all obligations of the Customer (including all interests, attorneys’ fees and charges) to Rebel Tobacco CO of NC, Inc. and do hereby agree to bind myself to pay Rebel Tobacco CO of NC, Inc. on demand any sums which may be due it by the Customer, whether or not demand has been made on the Customer. It is understood that this guaranty shall be continuing irrevocable for such indebtedness of the Customer to Rebel Tobacco CO of NC, Inc. as presently exists or may hereafter accrue. I do hereby waive all notices and demands of any kind, including notice of default or nonpayment or deferred for payment and consent to any modifications or renewal of the above credit agreement or any release or modification of security thereunder. Additionally, the undersigned Guarantor agrees to pay, in the event the account becomes delinquent, Rebel Tobacco CO of NC, Inc.’s attorneys’ fees associated with collection of the account plus all attendant collection costs whether litigation is initiated or not. I also agree that the venue of any action against me would at the option of Rebel Tobacco CO of NC, Inc. be either in the courts of the state and county in which Rebel Tobacco CO of NC, Inc. is located or where the Customer’s business is located.

Signature

Date

Streamlined Sales and Use Tax Agreement Certificate of Exemption



This is a multi-state form. Not all states allow all exemptions listed on this form. Purchasers are responsible for knowing if they qualify to claim exemption from tax in the state that would otherwise be due tax on this sale. The seller may be required to provide this exemption certificate (or data elements required on the form) to a state that would otherwise be due tax on this sale.

The purchaser will be held liable for any tax and interest, and possibly civil and criminal penalties imposed by the member state, if the purchaser is not eligible to claim this exemption. A seller may not accept a certificate of exemption for an entity-based exemption on a sale made at a location operated by the seller within the designated state if the state does not allow such an entity-based exemption.

1 Check if you are attaching the Multistate Supplemental form.
 If not, enter the two-letter postal abbreviation for the state under whose laws you are claiming exemption.

2 Check if this certificate is for a single purchase and enter the related invoice/purchase order # _____

3 Please print
Name of purchaser _____

Business address _____ City _____ State _____ Zip code _____

Purchaser's tax ID number _____ State of issue _____ Country of issue _____

If no tax ID number, enter one of the following: FEIN _____ Driver's license number/State issued ID number state of issue _____ number _____ Foreign diplomat number _____

Name of seller from whom you are purchasing, leasing, or renting _____

Seller's address _____ City _____ State _____ Zip code _____

4 **Type of business.** Check the number that describes your business.

- | | |
|---|--|
| <input type="checkbox"/> 1 Accommodation and food services | <input type="checkbox"/> 11 Transportation and warehousing |
| <input type="checkbox"/> 2 Agricultural, forestry, fishing, and hunting | <input type="checkbox"/> 12 Utilities |
| <input type="checkbox"/> 3 Construction | <input type="checkbox"/> 13 Wholesale trade |
| <input type="checkbox"/> 4 Finance and insurance | <input type="checkbox"/> 14 Business services |
| <input type="checkbox"/> 5 Information, publishing, and communications | <input type="checkbox"/> 15 Professional services |
| <input type="checkbox"/> 6 Manufacturing | <input type="checkbox"/> 16 Education and health-care services |
| <input type="checkbox"/> 7 Mining | <input type="checkbox"/> 17 Nonprofit organization |
| <input type="checkbox"/> 8 Real estate | <input type="checkbox"/> 18 Government |
| <input type="checkbox"/> 9 Rental and leasing | <input type="checkbox"/> 19 Not a business |
| <input type="checkbox"/> 10 Retail trade | <input type="checkbox"/> 20 Other (explain) _____ |

5 **Reason for exemption.** Check the letter that identifies the reason for the exemption.

- | | |
|--|--|
| <input type="checkbox"/> A Federal government (department) _ | <input type="checkbox"/> H Agricultural production # _ |
| <input type="checkbox"/> B State government (name) _ | <input type="checkbox"/> I Industrial production/manufacturing # _ |
| <input type="checkbox"/> C Tribal government (name) _ | <input type="checkbox"/> J Direct pay permit # _ |
| <input type="checkbox"/> D Foreign diplomat # _ | <input type="checkbox"/> K Direct mail # _ |
| <input type="checkbox"/> G Resale # _ | <input type="checkbox"/> L Other (explain) _____ |

6 **Sign here.** I declare that the information on this certificate is correct and complete to the best of my knowledge and belief.

Signature of authorized purchaser _____ Print name here _____ Title _____ Date _____

Streamlined Sales and Use Tax Agreement

Certificate of Exemption: Multistate Supplemental

Name of purchaser

State	Reason for exemption	Identification number (if required)
AR*	-	_____
IA	_____	_____
IN	_____	_____
KS	_____	_____
KY	_____	_____
MI	_____	_____
MN	-	_____
NC	-	_____
ND	-	_____
NE	-	_____
NJ	-	_____
NV	-	_____
OH	_____	_____
RI	_____	_____
OK	_____	_____
SD	-	_____
TN*	-	_____
UT	-	_____
VT	-	_____
WV	-	_____
WY	_____	_____

*SSUTA Direct Mail provision is not in effect for Arkansas and Tennessee.



AUTHORIZATION FOR PREAUTHORIZED PAYMENTS

I/We authorize the COMPANY (named below) to initiate debit entries to my/our account at the DEPOSITORY (identified below), for the purpose of accomplishing the following preauthorized payments:

COMPANY NAME: REBEL TOBACCO CO

YOUR COMPANY NAME: _____

YOUR BANK NAME: _____

BRANCH: _____ PHONE: _____

CITY: _____ STATE: _____ ZIP: _____

ROUTING NO.: _____ Please attach a voided check or deposit slip (REQUIRED)

ACCOUNT NO.: _____ Checking Savings _____

My/Our account will remain subject to its individual terms and conditions, which are not modified by this authorization. I/We acknowledge that the origination of these transactions must comply with the provisions of U.S. law. I/We understand that this authorization will remain in full force and effect until the termination date stated above or until the COMPANY has received written notification from me (or either of us) of its termination in such time and in such manner as to afford the COMPANY and the DEPOSITORY a reasonable opportunity to act on it. A \$40.00 fee will be charged should any ACH be returned due to insufficient funds.

NAME(S) (PRINT OR TYPE): _____

TITLE _____

(Signature)

(Date)

(Signature)

(Date)



WE'RE LISTENING TO YOU!

To our valued customers:

You're giving us feedback and we're listening to best accommodate your needs and concerns. You've told us that you are unsure of our process for issuing credits for products being returned. To simply this process we are updating our policy. As of Monday, 3/24/14 any product(s) returned will have a Credit Memo issued and applied to your next order. At the time the Credit Memo is applied we will send a copy of the credit with the invoice it is applied to for your records.

Please note this new policy applies to all returns. This means no returns can be made against the order being delivered that day and no short payments/partial payments can be made. **For example: If you want to refuse an item from the delivering you're receiving because your needs changed, we will not accept a short payment and remove from the invoice. Rather, our driver will process the paperwork and a Credit Memo will be issued and applied to the next order you receive.**

We want to thank you for your continued business with Rebel Tobacco CO as we work through these changes to better suite your needs! Things to look for in the coming months: simplified pricing and faster processing!