



Martin Bros.
DISTRIBUTING CO INC

martinbros.com

800-847-2404



Martin Bros. Distributing Co., Inc. | Direct Debit Authorization Form
- Must include Voided Check -

Wet signature (a signature by actual person) is required on the form.
No typed or e-signatures will be accepted.

I, _____ d/b/a _____,
the undersigned do hereby give permission to Martin Bros. Distributing Co., Inc. and their banking institution, to debit my checking account for the sole purpose of settling my accounts each week, based on the ACH terms I have received. I recognize the convenience of this arrangement and have voluntarily provided the information below.

Your Bank's Name: _____

Account ABA routing number: _____
(The 9 digit number on your checks before your account number between these symbols |: must provide the office a copy of a canceled check)

Bank Account Number: _____

Amount authorized for the Debit Transaction: Invoice amounts due.

*Non-sufficient funds returns are subject to a \$30 processing fee, which will be collected in addition to normal fees.

ACH Settlement Day: ACH Direct Debits for your balance(s) due, are based on your credit terms, and your ACH Debit payment will be pulled accordingly. (The number of ACH debits that occur each week, will always equal the number of orders you have received in a given week.)

Subscriber Email address: _____ (if available)

Your email address is used solely for the purpose of notifying you that an ACH payment has been scheduled to be posted to your account with Martin Bros.

Business Account Number(s) with Martin Bros: _____

This authorization is valid until revoked by me in writing.

Name: _____

Signature: _____

Date: _____

You may email this form to: creditmanagement@martinbros.com

In order to have your application processed, all fields on both pages must be completed, along with all areas requiring signature, date and title. Applications with any missing information will not be processed and will be returned to the customer.

Date _____

Please fill out and email to: creditmanagment@martinbros.com

DSR# _____

Wet signature (a signature by actual person) is required on the form.
No typed or e-signatures will be accepted.

Account Number _____

BILLING ADDRESS

Purchaser (Legal Business Name) _____

Purchaser [DBA (Trade Name)] _____

Address _____

City/State/Zip _____

Phone Number (____) _____

Statement Email Address: _____

SHIPPING ADDRESS

Purchaser (DBA Shipping) _____

Address _____

City/State/Zip: _____

Phone Number (____) _____

NATURE OF BUSINESS Federal Tax ID# _____

Type of Ownership ☐ Corporation ☐ LLC ☐ Partnership ☐ Proprietorship ☐ Non-Profit _____

Property: ☐ Owned ☐ Leased Landlord Name: _____

State Incorporated _____ Number of years in business: _____ Years at this Location: _____

Payment Responsibility _____ Phone Number (____) _____

Address _____ City/State/Zip _____

LIST ALL OWNERS, PARTNERS, OFFICERS OR OTHER PRINCIPALS:

Role _____

Name _____

Home Address _____

City/State/Zip _____

Social Security Number _____

Phone Number (____) _____

Email _____

Role _____

Name _____

Home Address _____

City/State/Zip _____

Social Security Number _____

Phone Number (____) _____

Email _____

PERSONAL GUARANTY:

As consideration for the extension of credit to Applicant from Martin Brothers Distributing Company, Inc. ("Creditor"), the receipt and sufficiency of which is hereby acknowledged, the undersigned Guarantor hereby agrees as follows:

- The obligations of Guarantor pursuant to this Personal Guaranty are independent of the obligations of Applicant. A separate action(s) may be brought to prosecute claims pursuant to this Personal Guaranty against Guarantor without regard to whether an action has been brought against Applicant or whether Applicant has been joined in any such action(s).
- Consent:** Guarantor consents to indulgences and extensions of time and additional credit by Creditor to Applicant. Guarantor consents to any waiver by Creditor of any right or remedy on its part against Applicant, and to any and all modifications, supplementations or amendments of or to the credit terms provided for in the Application for Credit executed between Creditor and Applicant. Guarantor agrees that no act or omission on the part of Creditor nor any liability of Guarantor pursuant to this Personal Guaranty. Guarantor waives notice of sales made upon open account to Applicant and further waives any claim of entitlement to Notice of Default by Applicant. This Personal Guaranty shall be of the same force and effect as if Guarantor were a joint and several debtor with Applicant to Creditor.
- Collections:** In the event that Creditor employs the services of a collection agency or an attorney to repossess any equipment and/or products or to pursue collection of any past due balances, Applicant shall be responsible for paying Creditor's expenses, including but not limited to reasonable attorney's fees, interest and court costs. Reasonable attorney's fees may include either hourly or contingent fees, depending upon the payment arrangement that Creditor has with its attorney. All actions or legal proceedings brought pursuant to this Application shall be filed in Iowa District Court for Black Hawk County or Federal District Court for the Northern District of Iowa. Applicant hereby consents to the jurisdiction of such courts.
- Credit Report:** Guarantor consents to Martin Bros. use of a non-business consumer credit report on Guarantor in order to evaluate the credit worthiness of the Applicant in connection with the extension of business credit as contemplated by this application. Guarantor authorizes Creditor to utilize a consumer credit report on Guarantor from time to time in connection with the extension or continuation of the business credit by this application.
- Continuation:** The Personal Guaranty shall continue in full force as long as Applicant owes outstanding balances to Creditor. This Personal Guaranty shall not terminate in any way or at any time, except by written agreement by Guarantor and Creditor. This Personal Guaranty will remain in effect even if the Guarantor dissolves any relationship with Applicant.
- Signature:** The use of a corporate title on the signature line below shall in no way limit the personal liability of the individual signing the document.

Guarantor

X _____
 Signature _____ Print Name _____ Date _____

Witness:

X _____
 Signature _____ Print Name _____ Date _____

TRADE SUPPLIERS

Name _____ Account Number _____ Phone Number (____) _____

Name _____ Account Number _____ Phone Number (____) _____

Name _____ Account Number _____ Phone Number (____) _____

BANK REFERENCES

Bank Name _____ Branch (Include City & State) _____ Phone Number (____) _____

Bank Officer _____ Checking Account Number _____

AGREEMENT:

Applicant agrees that any extension of credit by Martin Brothers Distributing Company, Inc. (hereinafter Creditor) shall be subject to and in consideration of the following terms and conditions:

- Representations:** All information provided to Creditor in this Application and related materials are true, complete and accurate representations as of the relevant date. Applicant agrees to inform Creditor within 10 days, at the address below, of any changes to Applicant's name, business status or ownership.
- Due Dates:** Payments of all amounts due, as evidenced by the account, shall be made not later than the due date as indicated on each invoice under the heading "terms." Exceptions will be indicated on the invoice. Creditor reserves the right to change the terms of the credit extended to Applicant at Creditor's sole discretion and without notice.
- Credit Inquiry:** Applicant understands that Creditor will make their usual credit investigation to evaluate the extension of any business credit. Applicant authorizes Creditor to access its credit history, in accordance with the terms in the business credit application. Applicant further authorizes its bank to release information as desired by Creditor.
- Late Charge:** A late charge of 1.5% per month (or the maximum amount by law, whichever is higher) will be assessed to any outstanding balances if not paid according to the terms stated.
- Authorization:** I authorize Creditor's sales representative to fax or email this Application to Creditor.
- Defective Goods:** Applicant also agrees to examine immediately upon receipt, each of Creditor's statements, and to advise Creditor of any disputed transactions or statements within 10 days of receipt, together with a written statement specifying the reasons for such dispute. Failure to notify Creditor of any dispute with respect to defective goods or billing shall constitute a waiver of such disputes.
- Termination:** Creditor reserves the right to cease extension of credit without notice.
- Collections:** In the event that Creditor employs the services of a collection agency or an attorney to repossess any equipment and/or products or to pursue collection of any past due balances, Applicant shall be responsible for paying Creditor expenses, including but not limited to reasonable attorney's fees, interest and court costs. Reasonable attorney's fees may include either hourly or contingent fees, depending upon the payment arrangement that Creditor has with its attorney. All actions or legal proceedings brought pursuant to this Application shall be filed in Iowa District Court for Black Hawk County or Federal District Court for the Northern District of Iowa. Applicant hereby consents to the jurisdiction of such courts.
- Waiver:** Acceptance of payment outside of stated credit terms shall not operate as a waiver of the stated credit terms.
- Current Modification:** No terms of this Agreement may be modified by "crossing out" said term, initialing said term or anything similar.
- Future Modification:** Any modification of this Agreement is only valid if initialized by both the Creditor's Credit Manager and applicant.

(Applicant): _____

sign

printed name

date

PART D: Fair Credit Reporting Notice (for all non-corporate entities including Guarantors)

The applicant acknowledges and agrees that Creditor may utilize outside credit reporting services to access the credit history, including but not limited to business and non-business consumer credit reports, of the undersigned in order to further evaluate the credit worthiness of the Applicant, its owners, members, partners, officers, principals and/or guarantors in connection with the extension of business credit as contemplated by this application. In the event Applicant is/are individual(s) or doing business as a sole proprietorship or partnership, or if the Applicant is executing the Application as part of a personal guarantee, the signing of this application shall constitute authorization under the Fair Credit Reporting Act to Creditor and its Agents to utilize consumer credit reporting agencies to provide reports on said individuals in order to permit Creditor to appropriately evaluate the extension of any business credit. This authorization will remain valid and enforceable until Applicant expressly revokes authorization in writing and served on Creditor by registered or certified mail.

In accordance with the terms and conditions listed above, Applicant hereby authorizes Creditor to obtain commercial credit reports and to share this authorization, and any information contained therein.

Initial: _____

Federal Equal Credit Opportunity Act: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants based on race, color, religion, national origin, sex, marital status, age (provided that the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this credit is the Bureau of Consumer Financial Protection, 1700 G Street NW, Washington, DC 20006. If credit is denied, you have the right to a written statement of the specific reasons for denial. To obtain the statement please contact the credit manager of the Creditor at the address listed, within 60 days from the date you were notified of the decision to deny credit. Creditor will send you a written statement of reasons for denial within 30 days of receiving your request for the statement of reason(s).

Initial: _____

State Sales Tax Exemption Form: If you are claiming a sales tax exemption for your business, please complete the form for your specific state, included with this application.

WISCONSIN SALES AND USE TAX EXEMPTION CERTIFICATE

Check One ☒ Single Purchase ☐ Continuous

Purchaser's Business Name	Purchaser's Address
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The above purchaser, whose signature appears on the reverse side of this form, claims exemption from Wisconsin state, county, baseball or football stadium, local exposition, and premier resort sales or use tax on the purchase, lease, license, or rental of tangible personal property, property under s.77.52(1)(b), items under s.77.52(1)(c), goods under s.77.52(1)(d), or taxable services, as indicated by the box(es) checked below.

I hereby certify that I am engaged in the business of selling, leasing, licensing, or renting: _____

(Description of property, items, goods, or services sold by purchaser.)

General description of property or services purchased (itemize property, items, or goods purchased if "single purchase"):

Seller's Name	Seller's Address
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REASON FOR EXEMPTION

☐ **Resale** (Enter purchaser's seller's permit or use tax certificate number) _____

Manufacturing and Biotechnology

- ☐ Tangible personal property (TPP) or item under s.77.52(1)(b) that is used exclusively and directly by a manufacturer in manufacturing an article of TPP or items or property under s.77.52(1)(b) or (c) that is destined for sale and that becomes an ingredient or component part of the article of TPP or items or property under s.77.52(1)(b) or (c) destined for sale or is consumed or destroyed or loses its identity in manufacturing the article of TPP or items or property under s.77.52(1)(b) or (c) destined for sale.
- ☐ Machines and specific processing equipment and repair parts or replacements thereof, exclusively and directly used by a manufacturer in manufacturing tangible personal property or items or property under s.77.52(1)(b) or (c) and safety attachments for those machines and equipment.
- ☐ The repair, service, alteration, fitting, cleaning, painting, coating, towing, inspection, and maintenance of machines and specific processing equipment, that the above purchaser would be authorized to purchase without sales or use tax, at the time the service is performed. Tools used to repair exempt machines are not exempt.
- ☐ Fuel and electricity consumed in manufacturing tangible personal property or items or property under s.77.52(1)(b) or (c) in this state.
Percent of fuel exempt: _____ % Percent of electricity exempt: _____ %
- ☐ Portion of the amount of fuel converted to steam for purposes of resale. (Percent of fuel exempt _____ %)
- ☐ Property used exclusively and directly in qualified research, by persons engaged primarily in manufacturing or biotechnology in Wisconsin.

Farming

(To qualify for this exemption, the purchaser must use item(s) exclusively and directly in the business of farming, including dairy farming, agriculture, horticulture, floriculture, silviculture, or custom farming services.)

- ☐ Tractors (except lawn and garden tractors), all-terrain vehicles (ATV) and farm machines, including accessories, attachments, and parts, lubricants, nonpowered equipment, and other tangible personal property or items or property under s.77.52(1)(b) or (c) that are used exclusively and directly, or are consumed or lose their identities in the business of farming.
- ☐ Feed, seeds for planting, plants, fertilizer, soil conditioners, sprays, pesticides, and fungicides.
- ☐ Breeding and other livestock, poultry, and farm work stock.
- ☐ Containers for fruits, vegetables, grain, hay, and silage (including containers used to transfer merchandise to customers), and plastic bags, sleeves, and sheeting used to store or cover hay and silage. Baling twine and baling wire.
- ☐ Animal waste containers or component parts thereof (may only mark certificate as "Single Purchase").
- ☐ Animal bedding, medicine for farm livestock, and milk house supplies.

Federal and Wisconsin Governmental Units

Enter CES No., if applicable

- ☐ The United States and its unincorporated agencies and instrumentalities and any incorporated agency or instrumentality of the United States wholly owned by the United States or by a corporation wholly owned by the United States.
- ☐ Any federally recognized American Indian tribe or band in this state.
- ☐ State of Wisconsin or any agency thereof; Local Exposition District, Professional Baseball Park District, or Professional Football Stadium District.
- ☐ Wisconsin county, city, village, or town, including public inland lake protection and rehabilitation district, municipal public housing authorities, uptown business improvement districts, local cultural arts district, the Wisconsin Aerospace Authority, the Health Insurance Risk-Sharing Plan Authority, the Fox River Navigational System Authority, and the Wisconsin Economic Development Corporation.
- ☐ Wisconsin public schools, school districts, universities, and technical college districts.
- ☐ County-city hospitals or UW Hospitals and Clinics Authority.
- ☐ Sewerage commission, metropolitan sewerage district, or a joint local water authority.

Other

- ☐ Containers and other packaging, packing, and shipping materials, used to transfer merchandise to customers of the purchaser.
- ☐ Trailers and accessories, attachments, parts, supplies, materials, and service for motor trucks, tractors, and trailers which are used exclusively in common or contract carriage under LC or IC No. (if applicable) _____.
- ☐ Items or services purchased directly by and used by religious, charitable, educational, scientific, or other organizations holding a Wisconsin Certificate of Exempt Status. CES No. _____.
- ☐ Tangible personal property and items, property and goods under s.77.52(1)(b), (c), and (d) to be resold by _____ on my behalf where _____ is registered to collect and remit sales tax to the Department of Revenue on such sales.
- ☐ Tangible personal property, property, items and goods under s.77.52(1)(b), (c), and (d), or services purchased by a Native American with enrollment # _____, who is enrolled with and resides on the _____ Reservation, where buyer will take possession of such property, items, goods, or services.
- ☐ Tangible personal property and items and property under s.77.52(1)(b) and (c) becoming a component of an industrial or municipal waste treatment facility, including replacement parts, chemicals, and supplies used or consumed in operating the facility.
- ☐ Portion of the amount of electricity or natural gas used or consumed in an industrial waste treatment facility.
(Percent of electricity or natural gas exempt _____ %)
- ☐ Electricity, natural gas, fuel oil, propane, coal, steam, corn, and wood (including wood pellets which are 100% wood) used for fuel for **residential** or **farm** use.

	% of Electricity Exempt	% of Natural Gas Exempt	% of Fuel Exempt
<input type="checkbox"/> Residential	_____ %	_____ %	_____ %
<input type="checkbox"/> Farm	_____ %	_____ %	_____ %

Address Delivered: _____

- ☐ Percent of printed advertising material solely for out-of-state use. _____ %
- ☐ Catalogs, and the envelopes in which the catalogs are mailed, that are designed to advertise and promote the sale of merchandise or to advertise the services of individual business firms.
- ☐ Property used exclusively and directly in raising animals sold for use in qualified research or manufacturing.
- ☐ Other purchases exempted by law. (State items and exemption). _____

I hereby certify that if the item(s) being purchased are not used in an exempt manner, I will remit use tax on the purchase price at the time of first taxable use. I understand that failure to remit the use tax may result in a future liability that may include tax, interest, and penalty.

Signature of Purchaser	Print or Type Name	Title	Date
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(DETACH AND PRESENT TO SELLER)