



154 Woodlawn Rd. | Suite C | Berlin, CT 06037-1500 | FAX 860.828.1353 | 860.829.9229

The Music People! Inc Credit/Dealer Application

This application packet contains the following:

- Credit/Dealer Application
- General Ordering Information – Company Policy
- Uniform Sales & Use tax Certificate
 - If items are for resale (tax-exempt), please attach a copy of your state resale certificate. If you are unable to locate your certificate, please fill out the attached form
- Authorization to Release Credit Information

INSTRUCTIONS

- Complete the following Credit/Dealer Application and return by Fax (860-828-1353) or email (AR@musicpeopleinc.com) to the attention of the Credit Department.
- Please allow up to 8-10 business days to process your application. Please realize that we can only respond as fast as your references respond.
- Credit/Dealer Applications without current fax numbers for trade references will delay the approval process
- For speedier processing, make sure Trade References are 1) current/ updated and 2) have experienced the same or greater credit status/limit than you are requesting. Additionally, you can provide additional references (min 3) to further expedite the approval process.

Note: We do not accept the following as trade references:

- Utilities
- Credit Cards
- The following companies do not rate: AT, DBL, Fender, Gibson, Musicorp, Peavey, or Sony

We look forward to doing business with you.

Tim Lozier
Credit Manager
800-289-8889 x123

F. 860-828-1353
AR@musicpeopleinc.com



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CREDIT/DEALER APPLICATION

TMP Salesperson Name: _____

Requested Terms:

- Company Check (COD) Credit Card
 Open Account Security Agreement (Net) Export

How much credit are you applying for?

- < \$2,000 \$2,000-\$5,000 \$5,000-\$10,000 \$10,000+

Company Name: _____ Website: _____

Telephone: _____ Fax: _____ Email: _____

Federal ID #: _____

Tax Exempt number: _____ Yrs. In Operation: _____

Please send a copy of your tax exempt certificate

Filed for Bankruptcy: NO YES

Retail – No. of Stores: _____ Internet Based Mail Order

Corp. Proprietorship Partnership State/Fed Operation

Billing Address (Street): _____

City: _____ State: _____ Zip: _____

Shipping Address (Street): _____

City: _____ State: _____ Zip: _____

Accounts Payable Information

Contact: _____

AP Telephone: _____ AP Fax: _____

AP Email Address: _____

President Owner Partner

Name: _____ Date of Birth: _____

Home Address (Street): _____

City: _____ State: _____ Zip: _____

Driver's License # and State: _____ SS #: _____

For Credit Card Payment

Card Type: _____

Card Number: _____

Expiration Date: _____

CVV Code: _____

Is this a Debit Card: _____

Bank Name: _____ Bank Phone/Fax #: _____

Bank Address (street): _____

City: _____ State: _____ Zip _____

Bank Account Numbers: _____ Contact: _____

Landlord Information – Name: _____

Landlord Address: _____

City: _____ State: _____ Zip _____

Lease Expiration: _____ Annual Rent: _____

**AT A MINIMUM, THE COMPANY NAME, ACCOUNT # & FAX # MUST BE FILLED IN BY YOU.
TO EXPEDITE THE PROCESS, PLEASE FILL IN ALL INFORMATION REQUESTED.
Please DO NOT use the following references. These companies do not rate:
Fender, Musicorp, Gibson, AT, Sony, or Peavey**

TRADE REFERENCES

Company Name #1: _____ Account #: _____

Phone: _____ Fax: _____

Address (Street): _____

City: _____ State: _____ Zip _____

Company Name #2: _____ Account #: _____

Phone: _____ Fax: _____

Address (Street): _____

City: _____ State: _____ Zip _____

Company Name #3: _____ Account #: _____

Phone: _____ Fax: _____

Address (Street): _____

City: _____ State: _____ Zip _____

CREDIT/SECURITY AGREEMENT:

The applicant named below hereby applies for credit and supplies the information contained herein, which is warranted to be true and correct, for the purposes of introducing The Music People, Inc. to extend credit. It is agreed and understood that the undersigned is an authorized agent of the applicant and is duly empowered to enter into and make binding agreements on its behalf; all invoice balances are due and payable within 30 days of receipt of the merchandise unless otherwise stated on the invoice; any invoice unpaid after the terms printed on the invoice is subject to a late fee of 1.5% per month; in the event of default of payment when due, all costs of collection, including attorneys fee, whether suit filed, will be paid by the applicant. The Music People, Inc. will retain a security interest on the merchandise retained in the applicant's place of business to offset any and all unpaid invoices owed The Music, Inc! This agreement shall be governed exclusively by the Connecticut State Law. Further, Connecticut courts have exclusive jurisdiction to litigate any and all disputes between applicant and The Music People, Inc! and applicant's waives the right to change of venue. You are authorizing us to conduct a credit search as to the information provided. All the above mentioned in this paragraph and on Page 3 of this Agreement are material parts of this contract and your signature on this form is acknowledgment and agreement to the content. (JAN 2010)

NAME OF APPLICANT: _____ DATE: _____

AUTHORIZED FIRM SIGNATURE: _____ DATE: _____

GENERAL ORDERING INFORMATION - COMPANY POLICY

PRICING:

All prices reflect a cash discount. Since all of our suppliers update their pricing at different times during the course of a year, **ALL PRICES IN OUR CATALOG ARE SUBJECT TO CHANGE WITHOUT NOTICE.** We guarantee that we will give you the lowest possible price based on the adjusted supplier cost. Backorders are not exempted from this clause, and are subject to price increase as well as price decrease if The Music People, Inc.! prices are changed before the order is shipped.

SHIPPING:

- A. All freight charges incurred on merchandise after it leaves The Music People, Inc.! warehouse is the financial responsibility of the consignee.
- B. All merchandise is shipped via FedEx ground service unless one of the following are requested:
 - 1. FedEx 2-Day - Air service that will arrive in two (2) days or less (not guaranteed by FedEx or TMP).
 - 2. FedEx Standard Overnight - Next day air is guaranteed by FedEx not The Music People, Inc.!
- C. A ten dollar (\$10.00) charge per box is added to the cost of freight on all C.O.D. orders.
- D. To guarantee shipments the day of placing an order, the order must be called in by 3:00 p.m. EST. Upon request in special cases, 2nd-Day and Standard Overnight may be placed for shipment no later than 3:30 p.m. EST.
- E. All shipments are FOB from TMP warehouse and all cost for shipping and insuring shipments are the responsibility of the customer.

SHORT SHIPS

Upon receiving your merchandise, the goods should be checked immediately. Please recheck the package, the packing materials, cases, etc. If the item is still missing, please follow the claims instructions below.

CLAIMS

To eliminate the possibility of shipping damaged merchandise, we inspect all goods once they enter our warehouse, therefore, we cannot accept responsibility for merchandise arriving in damaged condition. Packages can be damaged in transit, being either apparent or concealed damage. In either case, the package left our warehouse in perfect shipping condition. Claims for damaged merchandise, whether it be visible or concealed, must be made to the transportation company as follows:

Visual Damage

- 1. List the damage on the carrier's shipping receipt.
- 2. Call the carrier's local agent.
- 3. Obtain a signed inspection report from the carrier
- 4. File a claim for visual damage

Concealed Damage

- 1. Set the merchandise aside in its original carton.
- 2. Call the carriers local agent.
- 3. Obtain a signed inspection report from the carrier
- 4. File a claim for concealed damage or loss.

RETURNS

Any merchandise that is DOA should be handled by the manufacturer. TMP can assist you in tracking down the correct contacts, phone numbers, etc., but the merchandise should not be sent back to TMP for any reason. Your TMP account representative will instruct you in regards to whom you should contact. All returns to TMP must be authorized by our RA Department. Returned merchandise **MUST** be repackaged, like new (including packing materials), and in resalable condition. The package **MUST** have the RA number printed on the outside of the package. If there is no RA number present, the package will be refused. Also, TMP will not accept RA's freight collect packages.

REFUSALS

Any merchandise ordered by the customer that is refused for any reason will result in a \$10 refusal charge to the customer. To avoid all refusal charges, ask FedEx to redeliver the package the next day and call The Music People, Inc.! before accepting the delivery to straighten out any problems that may have occurred.

- 1. Before any more items are shipped to the customer, the \$10 fee will have to be paid.
- 2. If the same item(s) are refused twice by the customer, you account status will be changed to payment in advance, and will remain that way until a full review of the incident is completed.
- 3. In addition to the refusal fee, the customer is responsible for all freight charged incurred by The Music People, Inc.!

DISHONORED CHECKS

- A. NSF checks are subject to a \$25 fee for the first check, \$30 for the second check, and \$25 more to each check over two (2).
 - 1. Two NSF checks will bring you account under review and most likely will result in a change from present terms to C.O.D., Bank Check, or Money Order (CD2).
- B. Section A, above, also applies to Stop Payment checks.

UNIFORM SALES & USE TAX CERTIFICATE—MULTIJURISDICTION

The below-listed states have indicated that this form of certificate is acceptable, subject to the notes on pages 2 - 4. The issuer and the recipient have the responsibility of determining the proper use of this certificate under applicable laws in each state, as these may change from time to time.

Issued to Seller: _____

Address: _____

I certify that: _____ is engaged as a registered

Name of Firm (Buyer): _____ Wholesaler _____

Address _____ Retailer _____

_____ Manufacturer _____

_____ Seller (California) _____

_____ Lessor (see notes _____

_____ on pages 2 - 4) _____

_____ Other (Specify) _____

and is registered with the below listed states and cities within which your firm would deliver purchases to us and that any such purchases are for wholesale, resale, ingredients or components of a new product or service¹ to be resold, leased, or rented in the normal course of business. We are in the business of wholesaling, retailing, manufacturing, leasing (renting) the following:

Description of Business: _____

General description of tangible property or taxable services to be purchased from the seller: _____

State	State Registration, Seller's Permit, or ID Number of Purchaser	State	State Registration, Seller's Permit, or ID Number of Purchaser
AL ²	_____	MO ¹³	_____
AR	_____	NE ¹⁴	_____
AZ ²²	_____	NV	_____
CA ³	_____	NJ	_____
CO ¹	_____	NM ^{1,15}	_____
CT ⁴	_____	NC ²⁵	_____
DC ⁵	_____	ND	_____
FL ²³	_____	OH ²⁶	_____
GA ⁶	_____	OK ¹⁶	_____
HI ^{1,7}	_____	PA ²⁷	_____
ID	_____	RI ¹⁷	_____
IL ^{1,8}	_____	SC	_____
IA	_____	SD ¹⁸	_____
KS	_____	TN	_____
KY ²⁴	_____	TX ¹⁹	_____
ME ⁹	_____	UT	_____
MD ¹⁰	_____	VT	_____
MI ¹¹	_____	WA ²⁰	_____
MN ¹²	_____	WI ²¹	_____

I further certify that if any property or service so purchased tax free is used or consumed by the firm as to make it subject to a Sales or Use Tax we will pay the tax due directly to the proper taxing authority when state law so provides or inform the seller for added tax billing. This certificate shall be a part of each order which we may hereafter give to you, unless otherwise specified, and shall be valid until canceled by us in writing or revoked by the city or state.

Under penalties of perjury, I swear or affirm that the information on this form is true and correct as to every material matter.

Authorized Signature: _____
(Owner, Partner or Corporate Officer)

Title: _____

Date: _____

AUTHORIZATION TO RELEASE CREDIT INFORMATION

Bank: _____

Fax: _____

This letter authorizes your bank to release my credit history to The Music People! Inc. Please forward a copy of my credit history with your bank for the account number(s) listed below to The Music People! Inc.

Thank you for your attention on this matter.

Signature

Date

Printed Name

Name on Account

Account Number(s)

Please forward credit information to:

The Music People! Inc
ATTN: Tim Lozier
Accounts Receivable
154 Woodlawn Rd, Ste C
Berlin, CT 06037
AR@MusicPeopleInc.com
800-289-8889 x123
Fax: 860-828-1353