

# WHOLESALE DEALER APPLICATION FOR WHOLESALEWALKINTUBS.NET

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## **INFORMATION FORM**

### **COMPANY'S INFORMATION**

Company's Legal Name: \_\_\_\_\_

Type of Business: \_\_\_\_\_

Number of Years in this Business: \_\_\_\_\_

Company's Corporate FEIN Number: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

Company's Sales Tax ID# \_\_\_\_\_

State of Sales Tax ID \_\_\_\_\_

\*A copy of your Sales Tax ID reseller certificate must be scanned and emailed to [wholesalewalkintub@gmail.com](mailto:wholesalewalkintub@gmail.com)

Company's Business License #: \_\_\_\_\_

License Type: \_\_\_\_\_

Company 's Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Company's Telephone #: ( \_\_\_\_\_ ) \_\_\_\_\_

Company's Fax #: ( \_\_\_\_\_ ) \_\_\_\_\_

Email Address: \_\_\_\_\_

Website Address (if applicable): \_\_\_\_\_

Vendor/Supplier Reference #1 Name: \_\_\_\_\_

Phone #: \_\_\_\_\_

Vendor/Supplier Reference #2 Name: \_\_\_\_\_

Phone #: \_\_\_\_\_

Vendor/Supplier Reference #3 Name: \_\_\_\_\_

Phone #: \_\_\_\_\_

### **CONTACT PERSON'S INFORMATION**

Company Contact Person's

Name: \_\_\_\_\_

Contact Person's Telephone Number: ( \_\_\_\_\_ ) \_\_\_\_\_

Contact Person's Position/Title in \_\_\_\_\_

Company: \_\_\_\_\_

QUESTIONS REGARDING WALK-IN BATHTUBS

Will you be advertising Walk-In Bathtubs in any print or broadcast media?  
\_\_\_\_\_ Yes \_\_\_\_\_ No

Will you be displaying any of Walk-In Bathtubs in a showroom or other facility?  
\_\_\_\_\_ Yes \_\_\_\_\_ No

Will you be displaying or advertising Walk-In Bathtubs on any website?  
\_\_\_\_\_ Yes \_\_\_\_\_ No

Will you be selling Walk-In Bathtubs from any other supplier other supplier  
? \_\_\_\_\_ Yes \_\_\_\_\_ No

Approximately how many of our Walk-In Bathtubs do you realistically plan  
to sell monthly? \_\_\_\_\_

**APPLICATION INSTRUCTIONS:**

- 1) Complete the Information Form on page 1.
- 2) Read, complete and sign the Wholesale Dealer Agreement on page 2.
- 3) Scan completed pages 1 and 2, along with a copy of your Sales Tax ID reseller certificate to <mailto:wholesalewalkintub@gmail.com>

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**WHOLESALE DEALER AGREEMENT**

The Company listed on page one of this two page application is an Independent Dealer/Distributor (ID) desiring to resell products purchased from Wholesale WalkIn Tubs and nothing in this Wholesale Dealer Agreement (WDA)

is intended nor shall be construed to create an employer/employee relationship, or a joint venture relationship, a partnership relationship, or to allow Wholesale WalkIn Tubs exercise control or direction over the manner or method by which the ID performs the activities or services which are the subject matter of this WDA. The ID understands and agrees that:

(a) The ID is purchasing Walk-In Bathtubs, other bathing solutions and accessories thereof from Wholesale WalkIn Tubs for resale purposes only; and

(b) The ID represents that it is registered with the State of \_\_\_\_\_ Sales and Use Tax Authority, and as evidence of such will fax or scan a copy of its State Sales Tax Resale Exemption Certificate. Wholesale WalkIn Tubs cannot sell at wholesale to ID

without said document. ID is responsible to fax or scan this document to our offices prior to their first order with Wholesale WalkIn Tubs and further agrees to be responsible for collection of any and all sales and/or use taxes for any and all products sold by American Bathrooms and further agrees to indemnify and hold Wholesale WalkIn Tubs harmless from any governmental actions involving the collection of, or lack thereof collecting, sales and/or use taxes; and

(c) Wholesale WalkIn Tubs will not collect deposits, payments-in-full, balance due payments, sales or use taxes, resale tax certificates, prescriptions, or any cash or credit card monies owed customers, employees, representatives, and/or installers

from any sales of products purchased by the ID; and

(d) All such collections, payments, expenses, benefits, withholdings and

taxes are the sole responsibility of the ID, and are to be exercised by the ID at the ID's sole discretion; and

(e) The ID will indemnify and hold Wholesale WalkIn Tubs harmless from any and all loss or liability arising with respect to such collections, payments, expenses, withholdings, or taxes. The parties hereto agree that Wholesale WalkIn Tubs shall have the right to participate in any discussion or negotiation with Federal, State and local governments including, but not limited to the Internal Revenue Service, concerning the ID's independent status and any sales and/or use taxes owed, under this WDA irrespective of whom or by whom discussions or negotiations are initiated; and

(f) Wholesale WalkIn Tubs shall not be responsible for any and all expenses that are incurred by the ID in connection with running of the ID's business or other ID entities; and

(g) The ID agrees, that it shall always deal directly with its prospects and customers on all issues, including but not limited to shipping, delivery, installation, customer service and warranty issues. The ID shall then communicate its customers' needs directly with Wholesale WalkIn Tubs, only when Wholesale WalkIn Tubs is the only entity that can assist in the resolution of the issues involved; and

(h) ID agrees that it understands it has no authority to copy or use any marketing, advertising, sales promotional material, created by Wholesale WalkIn Tubs or third party firms, for other than business purposes to sell our Products. ID further agrees that promotion of Wholesale WalkIn Tubs Products is not limited ,. Any and all advertising, promotion, selling materials, visual aids, and similar media, to be used by the

ID in the marketing of our Products, whether or not encompassing the Branded Names must be approved in writing by Wholesale WalkIn Tubs before use in the marketing of our Products. Wholesale WalkIn Tubs will make transportation arrangements to any destination in the contiguous United States. Shipments to Alaska and

Hawaii, will be by special arrangement based on quoted freight rates at the time of shipment. Orders for destinations outside the United States, shall be the sole responsibility of the ID and all arrangements, including arranging for common carriers, import and export documents, bills of lading, import/export agency, etc. for the shipping of our product from our warehouse, but the ultimate responsibility lies with the ID for all such arrangements.

All faxes and/or scanned email images are considered original, legal & binding. I CERTIFY THAT ALL INFORMATION COMPLETED BY ME OR MY ASSIGNS ON PAGE 1 AND 2 ARE TRUE.

I AGREE WITH AND AGREE TO FULLY ABIDE BY THIS WHOLESALE DEALER AGREEMENT. Signature of ID Company owner or officer:

Date: \_\_\_\_\_

SCAN COMPLETED FORM & COPY OF SALES TAX CERTIFICATE TO  
info@wholesalewalkintubs.net