



**Dealer Application**

**Please Type or Print Clearly**

Business Name: \_\_\_\_\_ DBA: \_\_\_\_\_

Tax Resale#: \_\_\_\_\_ Federal ID#: \_\_\_\_\_

Billing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Shipping Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

Buyer's Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Buyer's Email Address: \_\_\_\_\_

Payables Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Proprietorship: \_\_\_\_\_ Partnership: \_\_\_\_\_ Corporation: \_\_\_\_\_ Year & State of Incorporation: \_\_\_\_/\_\_\_\_

Years in Business: \_\_\_\_\_

**Person Guarantee:**

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

Principal: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

SS#: \_\_\_\_\_

I, \_\_\_\_\_, hereby personally guarantee to Golden Designs, Inc. the payment of any obligation of the Company and I hereby agree to bind myself to pay you on demand any sum which may become due to you by the Company whenever the Company shall fail to pay the same. It is understood that this guarantee shall be a continuing and irrevocable guarantee, and indemnity for such indebtedness of the Company. I do hereby waive notice of default, non-payment and notice thereof and consent to any modification or renewal of the credit agreement hereby guaranteed.

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

Bank Name: \_\_\_\_\_ Account#: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Banking Officer: \_\_\_\_\_ Phone: \_\_\_\_\_

**Credit References:**

- 1.) \_\_\_\_\_
- 2.) \_\_\_\_\_
- 3.) \_\_\_\_\_

The undersigned authorizes Golden Designs Inc., hereinafter known as "Seller" to investigate our credit worthiness. The undersigned warrants that the foregoing answers are true and correct, that the firm is financially solvent, and that the firm will make payments on the designated due dates as indicated on the Sellers invoices. It is further understood that the Seller does not accept returns. In cases where special circumstances arise, a 20% restocking fee will apply and the Company will be responsible for the return shipping charges (item must be NEW in ORIGINAL PACKAGING). I have read and fully understand this agreement in its entirety and by evidence of my signature agree to said terms. If purchases are to be exempt from sales tax, tax exemption certificates or registrations must be provided for all states where the product is shipped.

Authorized Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

## NON-DISCLOSURE & CIRCUMVENTION AGREEMENT

I. The undersigned parties \_\_Golden Designs, Inc.\_\_, herein referred to as "Seller", and \_\_\_\_\_, herein referred to as "Company", during the course and scope of both of their communications will likely have exposure and access to certain confidential information, financial information, proprietary information, and trade secrets of the Seller.

II. The parties are concerned about the disclosure, use, access, and dissemination of any such confidential, financial, proprietary or trade secret information.

III. In consideration for the undersigned prospective business relationship with the Seller, the Company hereby warrants, represents, covenants and agrees as follows:

A. **Definition of Confidential Information.** "Confidential Information" as used throughout this Agreement means any trade secret, as defined in the Uniform Trade Secrets Act at Civil Code Section 3426.2(a), or proprietary information, or confidential information relating to the Seller's business including, but not limited to, financial information, products, customer lists, pricing policies, communications records and policies, operational methods, marketing plans and strategies, product development techniques or plans, business acquisition plans, new personnel acquisition plans, technical processes, designs and design projects, inventions and research programs, specific software, algorithms, computer processing systems, object and source codes, user manuals, systems documentation, and other business affairs of the Seller and any of the Seller's affiliated companies and subsidiaries.

B. **Nondisclosure.** The Company agrees to keep strictly confidential all Confidential Information and will not, without the Seller's express written authorization, signed by one of the Seller's authorized officers, use, sell, market, disclose or attempt to circumvent the intent of this agreement any Confidential Information to any third person, firm, corporation, entity or association for any purpose. The Company and any current, future, or past employees, principles or agents, further agree not to use, sell, market, disclose or disseminate any Confidential Information under any circumstances. The Company further agrees not to make any copies of the Confidential Information, except upon the Seller's written authorization, signed by one of the Seller's authorized officers, and will not remove any copy or sample of Confidential Information from the control of the Seller without such authorization.

Initials \_\_\_\_\_

C. **Return of Material.** Upon receipt of written request from the Seller, the Company shall immediately return to the Seller any and all copies of samples of Confidential Information which are within the Company's possession, custody or control.

D. **Obligations Continue Past Term.** The obligations imposed on the Company shall continue with respect to the Confidential Information following the termination of the business relationship between the Company and the Seller.

E. **Equitable Relief.** The Company acknowledges and agrees that a breach of any provisions of this Agreement would cause the Seller to suffer irreparable damage that could not be adequately remedied by an action at law. Accordingly, the Company agrees that the Seller shall have the right to seek injunctive relief and/or specific performance of any provision to enjoin a breach of anticipated breach of the provisions thereof and to compel performance of any provisions of this Agreement. Such rights shall be in addition to all other rights and remedies that are available to the Seller at law, in equity, or otherwise.

F. **Attorney's Fees.** The prevailing party in any action to enforce or interpret the terms of this agreement shall be entitled to its reasonable attorneys' fees and costs.

G. **Choice of Law and Jurisdiction.** This agreement shall be governed in accordance with the laws of the State of California. In the event that any legal action or proceeding is initiated respecting this agreement, said action shall have venue in the State of California, County of Riverside.

This agreement has been signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

*Company*

Sign: \_\_\_\_\_

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

Position: \_\_\_\_\_

*Seller*

Sign: \_\_\_\_\_

Position: \_\_\_\_\_



2980 South Stefano Court  
Ontario, CA 91761  
Bus (909) 212-5555 Fax (909) 212-5550

## Open Account Agreement & Credit Application

### Please Fill Out The Following Information

Cardholder/Company Name: \_\_\_\_\_

Name Shown On The Card: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

Credit Card#: \_\_\_\_\_

Visa: \_\_\_\_ Master: \_\_\_\_ Discover: \_\_\_\_

Exp. Date: \_\_\_\_\_

Visa, MC, or Discover ID Number (3 digits on the back) : \_\_\_\_\_

Card Billing Address (if different from your company address) : \_\_\_\_\_  
\_\_\_\_\_

Open Charge Amount Limit (to be completed by Golden Designs, Inc.): \_\_\_\_\_

**Until and unless credit terms are granted by Golden Designs Inc. under the TERMS AND CONDITIONS of this Agreement, I hereby authorize Golden Designs Inc. to charge the listed credit card above per open invoice(s) unless payment is previously received by check for amounts due Golden Designs Inc. I further authorize Golden Designs Inc. to charge the credit card for any amounts more than 15 days overdue under the terms of this Open Account Agreement. I authorize Golden Designs Inc., in the event Credit Terms are not established (for any reason), to charge the listed credit card unless I pay COD with a check for any open invoices. Any refunds on return items authorized by Golden Designs, Inc. will not be issued until the item is shipped back to Golden Designs Inc. and received in "NEW" condition in the original packaging at your expense less a 20% restocking charge. The undersigned Authorizing Officer has read and fully understood the above and does hereby accept all terms and conditions. Furthermore, the undersigned Authorizing Officer understands that this is an Open Credit Card Account and will be charged for open and outstanding invoices. The above terms shall be binding.**

Card Authorized Signature: \_\_\_\_\_

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

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





## Insurance Bulletin

March 19, 2021

ATTN: All Dealers and Distributors

Subject: Insurance Requirements

Please be advised that effective immediately our Insurance Carrier is requiring that all our business associates provide us with proof of insurance **naming Golden Designs, Inc. as Additional Insured.** Said insurance shall include General Liability as well as Products & Completed Operations with limits not less than \$1MM per Occurrence / \$2MM Aggregate.

Please send your certificate of insurance (sample attached) to [michael@goldendesignsinc.com](mailto:michael@goldendesignsinc.com) on or before April 1<sup>st</sup>, 2021.

Thank you.



## California Resale Certificate

**I HEREBY CERTIFY:**

1. I hold valid seller's permit number: \_\_\_\_\_

2. I am engaged in the business of selling the following type of tangible personal property:

\_\_\_\_\_

3. This certificate is for the purchase from \_\_\_\_\_ of the item(s) I have listed in paragraph 5 below. [Vendor's name]

4. I will resell the item(s) listed in paragraph 5, which I am purchasing under this resale certificate in the form of tangible personal property in the regular course of my business operations, and I will do so prior to making any use of the item(s) other than demonstration and display while holding the item(s) for sale in the regular course of my business. I understand that if I use the item(s) purchased under this certificate in any manner other than as just described, I will owe use tax based on each item's purchase price or as otherwise provided by law.

5. Description of property to be purchased for resale:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. I have read and understand the following:

**For Your Information:** A person may be guilty of a misdemeanor under Revenue and Taxation Code section 6094.5 if the purchaser knows at the time of purchase that he or she will not resell the purchased item prior to any use (other than retention, demonstration, or display while holding it for resale) and he or she furnishes a resale certificate to avoid payment to the seller of an amount as tax. Additionally, a person misusing a resale certificate for personal gain or to evade the payment of tax is liable, for each purchase, for the tax that would have been due, plus a penalty of 10 percent of the tax or \$500, whichever is more.

NAME OF PURCHASER \_\_\_\_\_

SIGNATURE OF PURCHASER, PURCHASER'S EMPLOYEE OR AUTHORIZED REPRESENTATIVE \_\_\_\_\_

 \_\_\_\_\_

PRINTED NAME OF PERSON SIGNING	TITLE
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ADDRESS OF PURCHASER \_\_\_\_\_

TELEPHONE NUMBER (      )	DATE
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