



Commercial Building Specialties Sales, Service and Installation

1220 South Pasadena
Mesa, AZ 85210
480-969-6606
paracc@partitionsco.com
AZ ROC# 110352

Dear Customer:

Thank you for your interest in our company; we have over 40 years of experience serving customers for their building specialties needs. We would be pleased to become your vendor of choice.

Included is a credit application form and tax-exempt forms. Please complete and return the appropriate forms as soon as possible. Be sure to fill out each form **completely**. **Include your bank account number four (4) trade credit references**, and please be sure to **sign the application** giving us the authorization to contact your creditors.

If you should have any questions about you application, please call our office and ask to speak with Hannah Vazques or Melissa Allende.

480-969-6606

480-833-5524 (fax)

pacontracts@partitionsco.com

Thank you and we look forward to working with you.

All information provided will be kept confidential. This communication, including attachments, is for the exclusive use of Partitions & Accessories Company to be used only for the intended purpose of obtaining information necessary to determine appropriate extension of credit terms between the Partitions & Accessories Company and customer.



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Date _____

Business Legal Name _____ Phone _____

Street Address _____

Mailing Address _____

Please Indicate Corporation Partnership Individual Federal I.D. Tax# _____

Years in Business _____ Years in Present Location _____

State Resale # _____ Est. monthly credit requirement _____

Contractors License # _____ Qualifying Party _____

Contact for Accounts Payable _____ P.O. Required? _____

Principals Name _____ Title _____ Home Address _____ Phone _____

BANK REFERENCES

<u>Bank #1</u>	<u>Bank#2</u>
<u>Address</u>	<u>Address</u>
<u>Phone</u>	<u>Phone</u>
<u>Fax</u>	<u>Fax</u>
<u>Email</u>	<u>Email</u>
<u>Person to Contact</u>	<u>Person to Contact</u>
<u>Account #</u>	<u>Account #</u>

CREDIT REFERENCES

<u>Supplier #1</u>	<u>Supplier #2</u>
<u>Address</u>	<u>Address</u>
<u>Phone</u>	<u>Phone</u>
<u>Fax</u>	<u>Fax</u>
<u>Email</u>	<u>Email</u>
<u>Supplier #3</u>	<u>Supplier #4</u>
<u>Address</u>	<u>Address</u>
<u>Phone</u>	<u>Phone</u>
<u>Fax</u>	<u>Fax</u>
<u>Email</u>	<u>Email</u>

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The above information is submitted by the undersigned for the purpose of obtaining credit. The undersigned represents and warrants said information to be true and correct and a complete statement of its financial condition. The undersigned hereby authorizes Partitions & Accessories Company, to make such inquiries as are necessary to obtain credit and authorizes the banks of record to release information regarding my accounts. The undersigned agrees to pay all invoices within the prescribed terms extended by Partitions & Accessories Company. Late Payment charges of 2% per month are assessed on all balances which become 30 days or more past due. The undersigned agrees to pay such last payment charges on any amounts not paid within these terms of sale. In the event legal action is instituted to enforce collection, the undersigned agrees to pay reasonable attorney's fees and other costs incurred for such legal action. The undersigned represents to have authority to supply this information and to seek credit on behalf of the applicant if a corporation.

Authorized Signature _____ Title _____ Date _____

Special Instructions _____

CREDIT AGREEMENT

In consideration of advances, and/or extensions of credit for merchandise sold and delivered to the Applicant above named by Partitions & Accessories Company, and as an inducement to make such advances and/or sale and deliveries, the undersigned, jointly and severally unconditionally guarantee the payment of any and all sums of money as are now, or at any time hereafter may be owing the Partitions & Accessories Company by said applicant, on account of such advances and/or sales and deliveries, in accordance with the terms, conditions, and agreements contained in this Application, together with such costs and expenses, including reasonable attorney's fees, as may be incurred by Partitions & Accessories Company in the enforcement of this Guaranty, whether or not suit is commenced. The undersigned hereby waivers notice of acceptance hereof, amount of advances and/or sales and deliveries, terms of credit, date of shipment or delivery, extensions of time of payment and/or default in payment, and further waive legal proceedings by Partitions & Accessories Company against said Applicant.

This is intended to be and is a continuing credit arrangement and shall not be revoked except by written notice to Partitions & Accessories Company not to make any further advances and/or sales and deliveries on the security of the Guaranty and until the expiration of five (5) days after such notice shall have been received by Partitions & Accessories Company by registered mail, return receipt requested. Any such revocation shall be effective only with respect to advances made and/or merchandise shipped or delivered after the expiration of said five-day period, and shall not affect, in any respect, liability incurred by the undersigned prior to that time.

Authorized Signature _____ Title _____ Date _____



Arizona Department of Revenue

Arizona Form 5005

Contractor's Certificate Prime Contracting and MRRA

The purpose of this Certificate is to provide a subcontractor with the validation required for prime contracting transaction privilege tax (TPT) exemption, and for exemption from liability for an amount equal to retail TPT on materials incorporated or fabricated into maintenance, repair, replacement or alteration (MRRA) projects. The Certificate can be provided for a particular project, for a period of time, or until revoked. This Certificate establishes liability of the contractor issuing it for the prime contracting TPT and/or the amount equal to the retail TPT; therefore, it must be completed by the contractor assuming the liability. The asterisked (*) items must be completed; otherwise, the Certificate is not valid. The Department may disregard this Certificate pursuant to A.R.S. § 42-5008.01 or A.R.S. § 42-5075.E if the Certificate is incomplete or erroneous. If disregarded, the subcontractor accepting the Certificate will have the burden of proving (pursuant to A.R.S. § 42-5008.01 or A.R.S. § 42-5075.D), that it is not liable for the prime contracting TPT and/or the amount equal to the retail TPT.

Prime contractor should provide this Certificate to the subcontractor(s) and retain a copy for their records.

A. Contractor

* Name	<input type="checkbox"/> TPT License # (if none, write "N/A - MRRA only") _____ <input type="checkbox"/> Tribal Business License _____ <input type="checkbox"/> Tribal Number _____		
* Address	* City, Town or Post Office	* State	* ZIP Code
AZ Contractor License Number	* Phone Number		
<input type="checkbox"/> I am a Native American Contractor working on the reservation established for my tribe. (Provide your Tribal Business License or Tribal Number above.)			
I am performing contracting work for a <input type="checkbox"/> Native American member or <input type="checkbox"/> the Tribe for which the reservation is established named below. Name of Tribe _____			

B. Subcontractor

* Name	* TPT License # (if none, write "N/A - MRRA only") _____		
* Address	* City, Town or Post Office	* State	* ZIP Code
AZ Contractor License Number	* Phone Number		

C*. Type of Certificate (check one and provide requested information)

<input type="checkbox"/> Single Project Certificate *PROJECT DESCRIPTION * (For example; Building Permit #, Address, Subdivision, Book/Map/Parcel #s, and/or Legal Description) Project Designation (see instructions for definitions) <input type="checkbox"/> MRRA <input type="checkbox"/> Modification	OR	<input type="checkbox"/> Blanket Certificate (check applicable box and fill in requested information).* <input type="checkbox"/> Period From: _____ Through: _____ <input type="checkbox"/> Until revoked * NOTE: Blanket Certificate indicates the prime contractor is responsible for every contract during the period regardless of contract designation. <input type="checkbox"/> Specific Project Exclusion: <input type="checkbox"/> Description: _____ Designation: <input type="checkbox"/> MRRA <input type="checkbox"/> Modification
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I hereby certify that I am the contractor issuing this form or I have authority to sign this Certificate on behalf of Contractor. **I understand that by executing this Certificate, Contractor is licensed for TPT purposes and is assuming the prime contracting TPT liability and/or the amount equal to retail TPT liability applicable to the above referenced project(s).**

SIGNATURE

PRINT NAME

TITLE

DATE SIGNED

Contractor's Certificate Instructions

GENERAL INSTRUCTIONS

In order to ensure the effectiveness of the Certificate, all required fields must be completed.

- A. The "NAME", "ADDRESS", and "TPT LICENSE NUMBER" fields of the Contractor section must be completed. The contractor is the entity responsible for the tax.

A contractor who is Native American, working on the reservation established for their tribe will mark the box indicating this.

A contractor working for the Native American or the Tribe on the reservation established for the Tribe will mark the box indicating this. The name of the Tribe must also be included.

- B. The "NAME", "ADDRESS", and "TPT LICENSE" fields of the Subcontractor section must be complete.
- C. Either the "Single Project Certificate" box or the "Blanket Certificate" box of the Type of Certificate section must be checked.
- If the "Single Project Certificate" box is checked, the "PROJECT DESCRIPTION" must be supplied. The project description must be sufficient to identify the location of the single project or the Certificate will be deemed incomplete by the Department.
 - Additionally, if the "Single Project Certificate" box is checked, a project designation description must be provided. See below for definitions.
 - If the "Blanket Certificate" box is checked, either the "From: Through:" box or the "Until revoked" box must be checked. If the "From: Through:" box is checked, the "From: Through:" dates must be provided. The "Specific Project Exclusion" box is optional and allows the "Prime Contractor" to exclude specific projects or time periods from the Blanket Certificate. If the "Specific Project Exclusion" box is checked, details including the project's description and designation or the excluded time periods must be provided.
 - The "SIGNATURE", "TITLE", "PRINT NAME" and "DATE SIGNED" FIELDS of the Signature section must be completed.

Failure to complete these fields as specified may result in the Department disregarding the incomplete Certificate.

MARRA AND MODIFICATION DEFINITIONS

Maintenance: The upkeep of property or equipment.

Repair: Returning existing property to a usable state from a partial or total state of inoperability or non-functionality.

Replacement: Removal from service of existing property of a: (i) *component*; or (ii) *system*; or (iii) *type of tangible personal property*, and replacement with another one that provides the: (i) same; or (ii) similar; or (iii) upgraded design or functionality; regardless of whether the existing component or system or existing tangible personal property is physically removed from the existing property.

Component: One of the parts of a compound or complex whole; helping to make up the whole of something. A component may be part of a system.

System: A regularly interacting or interdependent group of items (or components) forming a unified whole.

Tangible personal property installed in existing property: Property installed into existing real property that can still be identified after installation, that does not lose its character and can be removed in essentially the same form.

Alteration: An activity or action that causes a direct physical change (e.g., adding or expanding square footage) to existing property that cannot be classified as maintenance, repair or replacement and that is under the following thresholds. For *residential* property (see explanation below) the alteration amount is less than 25% of the property's value as determined by the county assessor. For *commercial* property (see explanation below), the alteration amount is for less than \$750,000. If the above thresholds are exceeded, then the project is a modification project (see below).

Modification: Activities encompassing "ground up" construction, grading and leveling ground, and wreckage or demolition, or other new contracting activity where none previously existed to the extent such activity cannot otherwise be characterized as maintenance, repair, replacement or alteration ("MARRA").

Residential: Existing property classified as class two property and that is used for residential purposes (see A.R.S. § 42-12002(1)(c)); class three property (see A.R.S. § 42-12003), or class four property (see A.R.S. § 42-12004).

Commercial: All other existing property not classified as residential (classes one, five, six, seven, eight, and nine). See A.R.S. §§ 42-12001, 42-12005, 42-12006, 42-12007, 42-12008, and 42-12009.

RETROACTIVE EFFECT

If a Certificate is not signed contemporaneously with the commencement of a contracting project intended to be within the scope of the Certificate, the Department will accept the Certificate as evidence of the alleged facts. However, the person receiving the Certificate may not receive the benefit of the Certificate if the Department determines that any of the facts set forth in the Certificate are inaccurate.

ASSUMPTION OF TPT LIABILITY

In most instances, the entity assuming the transaction privilege tax liability for the contracting project(s) referenced in the Certificate will legally be the prime contractor for such project(s). However, in some instances such entity may not legally be the prime contractor for such project(s). If an entity is not the prime contractor for such project(s), the Certificate will nevertheless be effective and will subject such entity to the transaction privilege tax liability of the entity receiving the Certificate.



Arizona Form 5000

Transaction Privilege Tax Exemption Certificate

- Do not use Form 5000 to claim sale for resale. Use Form 5000A.
- Do not use Form 5000 if you are a non-TPT licensed contractor. Use Form 5000M.

This Certificate is prescribed by the Department of Revenue pursuant to A.R.S. § 42-5009. The purpose of the Certificate is to document and establish a basis for state and city tax deductions or exemptions. It is to be filled out completely by the purchaser and furnished to the vendor at the time of the sale. The vendor shall retain this Certificate for single transactions or for the specified period as indicated below. Incomplete Certificates are not considered to be accepted in good faith. Only one category of exemption may be claimed on a Certificate.

A. Purchaser's Name and Address:		B. Check Applicable Box:	
Purchaser's Name		<input type="checkbox"/> Single Transaction Certificate	
Address		<input type="checkbox"/> Period From _____ Through _____ <i>(You must choose specific dates for which the certificate will be valid. You are encouraged not to exceed a 12 month period. However, a certificate will be considered to be accepted in good faith for a period not to exceed 48 months if the vendor has documentation the TPT license is valid for each calendar year covered in the certificate.)</i>	
City	State	ZIP Code	Purchaser's Telephone Number (Optional)
Purchaser's Email (Optional)		Purchaser's Telephone Number (Optional)	
Vendor's Name			

C. Choose one transaction type per Certificate:	
<input type="checkbox"/> Transactions with a Business	<input type="checkbox"/> Transactions with Native Americans, Native American Businesses and Tribal Governments (See reason #14.)
Arizona Transaction Privilege Tax (TPT) License Number	Tribal Business License Number OR Tribal Number
SSN / EIN	Name of Tribe <input type="checkbox"/> Tribal Government <input type="checkbox"/>
Other Tax License Number	<input type="checkbox"/> Transactions with a U.S. Government entity (See reasons #9 and #10.)
If no license, provide reason:	<input type="checkbox"/> Transaction with a Foreign Diplomat (See reason #15.)
Precise Nature of Purchaser's Business	

D. Reason for Exemption:
<p>Check the box indicating one of the more common exemptions provided below, or use Box 16 or 17 to cite the appropriate authority for another exemption (deduction). Refer to www.azdor.gov/Forms/TransactionPrivilegeTax.aspx for a complete list of state and city exemptions (deductions) and the business classes (codes) under which the deductions apply.</p> <p><input type="checkbox"/> 1. Tangible personal property to be leased or rented in the ordinary course of the purchaser's licensed business.</p> <p><input type="checkbox"/> 2. Tangible personal property to be incorporated into a taxable contracting project, or a maintenance, repair, replacement or alteration project.</p> <p><input type="checkbox"/> 3. Food, drink, or condiments purchased by a restaurant business.</p> <p><input type="checkbox"/> 4. Pipes or valves four inches in diameter or greater to be used for transportation of oil, natural gas, artificial gas, water or coal slurry.</p> <p><input type="checkbox"/> 5. Railroad rolling stock, rails, ties, and signal control equipment.</p> <p><input type="checkbox"/> 6. Machinery and equipment sold or leased and used directly in the following business activities:</p> <p style="padding-left: 20px;"><input type="checkbox"/> Manufacturing, processing or fabricating. <input type="checkbox"/> Job printing. <input type="checkbox"/> Refining or metallurgical operations.</p> <p style="padding-left: 20px;"><input type="checkbox"/> Extraction of ores or minerals from the earth for commercial purposes.</p> <p style="padding-left: 20px;"><input type="checkbox"/> Extraction of, or drilling for, oil or gas from the earth for commercial purposes.</p> <p><input type="checkbox"/> 7. Income Producing Capital Equipment to be leased. NOTE: Cities only - See M.C.T.C. 110 for definitions.</p> <p><input type="checkbox"/> 8. Food, drink or condiments for consumption within the premises of any prison, jail or other institution under the jurisdiction of the state department of corrections, the department of public safety, the department of juvenile corrections or a county sheriff. Food, drink, condiments or accessories purchased by a school district for consumption at a public school within the district during school hours.</p> <p><input type="checkbox"/> 9. Tangible personal property sold or leased directly to the United States Government or its departments or agencies by a manufacturer, modifier, assembler or repairer. (Retail, personal property rental and mining classifications only.)</p> <p><input type="checkbox"/> 10. Fifty percent of the gross proceeds or gross income from the sale of tangible personal property directly to the United States Government or its departments or agencies. (Retail classification only.)</p>

Continued on page 2 →

Your Name (as shown on page 1)	Arizona Transaction Privilege Tax License Number
<p><input type="checkbox"/> 11. Electricity, natural gas or liquefied petroleum gas sold to a qualified manufacturing or smelting business. A manufacturing or smelting business that claims this exemption authorizes the release by the vendor of the information required to be provided to the Department of Revenue pursuant to A.R.S. § 42-5063(C)(6). NOTE: It is recommended that the purchaser attach the worksheet from the Transaction Privilege Procedure (TPP 18-1). (Utilities classification only.) (Not available for all Cities.)</p> <p><input type="checkbox"/> 12. Electricity or natural gas to a business that operates an international operations center in this state and that is certified by the Arizona Commerce Authority. NOTE: Certification must be attached. (Utilities classification only.) (Not available for all Cities.)</p> <p><input type="checkbox"/> 13. Computer data center equipment sold to the owner, operator or qualified colocation tenant of a computer data center that is certified by the Arizona Commerce Authority pursuant to A.R.S. § 41-1519. NOTE: Equipment must qualify and certification must be attached.</p> <p><input type="checkbox"/> 14. Sale or lease of tangible personal property to affiliated Native Americans if the order is placed from and delivered to the reservation. NOTE: The vendor shall retain adequate documentation to substantiate the transaction.</p> <p><input type="checkbox"/> 15. Foreign diplomat. NOTE: Limited to authorization on the U.S. Department of State Diplomatic Tax Exemption Card. The vendor shall retain a copy of the U.S. Department of State Diplomatic Tax Exemption Card and any other documentation issued by the U.S. Department of State. Motor vehicle purchases or leases must be pre-authorized by the Office of Foreign Missions ("OFM"). See "Vehicle Tax Exemption" at www.state.gov/ofm/tax/</p> <p><input type="checkbox"/> 16.*Other Deduction: Cite the Arizona Revised Statutes authority for the deduction. A.R.S. § _____ Description: _____</p> <p><input type="checkbox"/> 17.*Other Cities Deduction: Cite the Model City Tax Code authority for the deduction. M.C.T.C. § _____ Description: _____</p> <p><small>*Refer to www.azdor.gov/TransactionPrivilegeTax(TPT)/RatesandDeductionCodes.aspx for a complete list of state and city exemptions (deductions) and the business classes (codes) under which the deductions apply.</small></p>	

E. Describe the tangible personal property or service purchased or leased and its use below.
(Use additional pages if needed.)

F. Certification

A vendor that has reason to believe that this Certificate is not accurate or complete will not be relieved of the burden of proving entitlement to the exemption. A vendor that accepts a Certificate in good faith will be relieved of the burden of proof and the purchaser may be required to establish the accuracy of the claimed exemption. If the purchaser cannot establish the accuracy and completeness of the information provided in the Certificate, the purchaser is liable for an amount equal to the transaction privilege tax, penalty and interest which the vendor would have been required to pay if the vendor had not accepted the Certificate. Misuse of this Certificate will subject the purchaser to payment of the A.R.S. § 42-5009 amount equal to any tax, penalty or interest. Willful misuse of this Certificate will subject the purchaser to criminal penalties of a felony pursuant to A.R.S. § 42-1127(B).

I, (print full name) _____, hereby certify that these transactions are exempt from Arizona transaction privilege tax and that the information on this Certificate is true, accurate and complete. Further, if purchasing or leasing as an agent or officer, I certify that I am authorized to execute this Certificate on behalf of the purchaser named above.

SIGNATURE OF PURCHASER

DATE

TITLE