



Thank you for your interest in Helium & Balloons Across America!

Whether we are supplying you with Balloons, Gift Items, and/or Helium, our commitment is to be the best in our Industry at taking care of your needs.

- ❖ Please take a few minutes to provide the requested information on the enclosed forms. This will insure that we have accurate information to process your Account Application.
  
- ❖ Please return your completed Application to our Accounting Department by fax or email. Within 24 hours of receiving your completed Application, we will run a credit report for your company and send you notification of your account status.

If you have questions regarding the Account Application, please contact:

<b>Accounting</b>	Phone:	(704) 499-9667
	Toll Free:	(877) 443-5486 option # 3
	Fax:	(704) 587-4541
	Email:	<a href="mailto:accounting@heliumandballoons.com">accounting@heliumandballoons.com</a>

If you have questions regarding the Products or Services offered, please contact:

<b>Customer Service</b>	Phone:	(704) 499-9699
	Toll Free:	(877) 443-5486 option # 1
	Fax:	(704) 499-9660
	Email:	<a href="mailto:customerservice@heliumandballoons.com">customerservice@heliumandballoons.com</a>



## ACCOUNT APPLICATION – INDEPENDENT ACCOUNTS

### BILLING/SHIPPING INFORMATION

<b>Company Name:</b> _____ <b>DBA Name:</b> _____ <b>Days of Operation:</b> _____  <b>Bill to Address:</b> _____ _____ <b>Main Phone:</b> _____ <b>Main Fax:</b> _____  <b>Terms Requested:</b> N30      COD      CC *requires Credit Card Authorization	<b>Email:</b> _____ <b>Website:</b> _____ <b>Hrs. of Operation:</b> _____  <b>Ship to Address: (if different)</b> _____ _____ <b>Location Phone:</b> _____ <b>Location Fax:</b> _____
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\*I authorize HABAA to charge my credit card as payment for purchase(s) and would like HABAA to keep my credit card information on file to charge on a per order basis.

<b>Card Type:</b> Visa      MasterCard      American Express <b>Card No:</b> _____ <b>Exp Date:</b> _____	<b>Cardholder Name:</b> _____ <b>Billing Address:</b> _____ _____
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### BUSINESS INFORMATION

<b>Type of Ownership:</b> ( ) Corporation <b>Yrs. in Operation:</b> _____ <b>Fed ID #:</b> _____ <b>D&amp;B #:</b> _____ <b>Type of Business:</b> _____ <b>Tax Exempt:</b> Yes      No <b>A/P Contact:</b> _____ <b>A/P Phone:</b> _____	<b>Type of Ownership:</b> ( ) Partnership    ( ) Individual <b>Owner Name:</b> _____ <b>Home Address:</b> _____ <b>Home Phone:</b> _____ <b>Cell Phone:</b> _____ <b>Social Sec. #:</b> _____ <b>Driver's Lic #:</b> _____  <b>Owner Name:</b> _____ <b>Home Address:</b> _____ <b>Home Phone:</b> _____ <b>Cell Phone:</b> _____ <b>Social Sec. #:</b> _____ <b>Driver's Lic #:</b> _____
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### BANK INFORMATION

**Bank:** \_\_\_\_\_  
**Account No.:** \_\_\_\_\_  
**Contact Name:** \_\_\_\_\_  
**Phone:** \_\_\_\_\_

### TRADE REFERENCES

**Reference 1:** \_\_\_\_\_  
**Contact:** \_\_\_\_\_  
**Phone No.:** \_\_\_\_\_      **Fax No.:** \_\_\_\_\_  
  
**Reference 2:** \_\_\_\_\_  
**Contact:** \_\_\_\_\_  
**Phone No.:** \_\_\_\_\_      **Fax No.:** \_\_\_\_\_

#### CUSTOMER'S AUTHORIZATION TO RELEASE BANK AND TRADE INFORMATION

Attention Bank and Trade References: Please provide information to Helium And Balloons Across America on all accounts listed for the purpose of establishing credit terms.

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

### TERMS & CONDITIONS

Please review and initial the following Terms & Conditions:

- \_\_\_ Accounts not paid in full within 30 days are deemed past due and subject to 1% finance charge (\$.50 minimum) per month.
- \_\_\_ Accounts will be placed on hold for delinquent balances or for exceeding the credit limit.
- \_\_\_ Charges associated with collecting on a delinquent account are the responsibility of the applicant.
- \_\_\_ A fee of \$25.00 will be added to accounts when a check is not honored or returned for non-sufficient funds.
- \_\_\_ It is the responsibility of the Account to provide HABAA with updated and accurate billing information as changes occur.

### PERSONAL GUARANTEE

I have read, understand, and accept the terms stated within this credit agreement. I have provided true information to the best of my knowledge.

In consideration of Helium And Balloons Across America sales to the above open account, I personally guarantee payment for all materials and services purchased by the above applicant.

**Guarantor (Print):** \_\_\_\_\_  
**Guarantor (Sign):** \_\_\_\_\_  
**Guarantor Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

\* This application will not be processed without Owners social security # and driver's license # in the Business Information Section or without guarantor's signature and title in the Person Guarantee Section.



## HELIUM PURCHASE AND CYLINDER LEASE AGREEMENT

1) HELIUM & BALLOONS ACROSS AMERICA (hereinafter called "Seller") hereby agrees to sell, and \_\_\_\_\_ (hereinafter called "Buyer") hereby agrees to buy, upon the terms and conditions hereinafter set forth, all Buyer's gas requirements, for buyers own use for a period of **1 year** beginning on \_\_\_\_\_, 20\_\_\_\_, and thereafter from year to year unless notice of cancellation is given by either party in writing at least six (6) months prior to the commencement of any such year.

2) The initial pricing for helium, cylinders and related services are as follows:

Product or Service	Cost	Unit	Information
Helium – MED		per cylinder	200 cubic feet
Helium – LRG		per cylinder	291 cubic feet (same price per cu. ft. as medium cylinder)
Cylinder - rent		each	Monthly rental for cylinders on hand for any part of a month
Cylinder – lease		each	Annual lease of cylinders, payable in advance
Delivery Charge		per stop	Regularly scheduled delivery
Emergency Delivery		per occurrence	Demand for off schedule deliver, if available

- 3) Terms: Net 30 days from receipt of invoice
- 4) Prices are guaranteed for Twelve (12) months from the signing of this agreement.
- 5) Annually Seller may revise the price(s) set forth in paragraph #2 above by giving the Buyer not less than thirty (30) days prior notice prior to the effective date of such revision. If prior to the effective date of the revision in price Buyer furnishes Seller a written offer from a credible supplier to sell Buyer Helium in like quantities under similar terms and conditions at a lower price, and Seller does not agree to either: (a) meet said lower price; or (b) rescind the notice of the revised price, then Buyer will have the right to terminate this contract giving Seller not less than thirty (30) days prior written notice.
- 6) On any increase in the price of helium, the increase from Seller to Buyer shall not exceed the percentage increase in price paid by Buyer.
- 7) All orders shall be processed from Seller's centralized customer service department.
- 8) TITLE to all equipment leased or loaned to Buyer shall at all times remain with Seller and Buyer shall have no interest therein except as provided by this agreement. Buyer agrees to indemnify Seller against loss or damage to any and all cylinders supplied to Buyer by Seller, ordinary wear and tear excepted. Buyer agrees that no cylinder owned by Seller shall be refilled or exchanged except through Seller.
- 9) The obligations of Seller to deliver and Buyer to accept deliveries hereunder are subject to strikes, riots, wars, fires, acts of God, accidents, Governmental orders and regulations, curtailment of, and failure in obtaining, sufficient electrical power, lack of transportation facilities, and other similar contingencies beyond the reasonable control of Seller or Buyer, as the case may be.
- 10) Seller's liability for non-delivery or for quality of material delivered shall not exceed the purchase price of such material.
- 11) This agreement shall supersede any previous existing agreement between the parties hereto covering the sale of gases for any one or more of Buyer's facilities to be supplied hereunder.
- 12) This agreement shall inure to the benefit of and be binding upon the successors and assigns of the respective parties hereto.
- 13) This agreement shall become effective only when signed by authorized representatives of both Buyer and Seller.
- 14) No change in or addition to the terms and provisions hereof shall be made unless approved in writing by Seller.
- 15) Buyer acknowledges that there are hazards associated with the storage, distribution and use of the Helium products and cylinders furnished under this Agreement and that the responsible Buyer representative has received, read and agrees to comply with the Materials Safety Data Sheet, a copy of which, Buyer will provide to all personnel responsible for handling or using Helium at its store location. Buyer hereby assumes all responsibility for warning and training its personnel and any third parties on its premises of all hazards to persons and property in any way associated with such gases, products or cylinders themselves or the storage, distribution or use thereof.

**Buyer**

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Signature Buyer's Representative

By \_\_\_\_\_  
(print name)

Title \_\_\_\_\_

**Seller**

Helium & Balloons Across America

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Signature Seller's Representative

By \_\_\_\_\_  
(print name)

Title \_\_\_\_\_

# Streamlined Sales and Use Tax Agreement Certificate of Exemption

This is a multi-state form. Not all states allow all exemptions listed on this form. Purchasers are responsible for knowing if they qualify to claim exemption from tax in the state that would otherwise be due tax on this sale. The seller may be required to provide this exemption certificate (or data elements required on the form) to a state that would otherwise be due tax on this sale.

The purchaser will be held liable for any tax and interest, and possibly civil and criminal penalties imposed by the member state, if the purchaser is not eligible to claim this exemption. A seller may not accept a certificate of exemption for an entity-based exemption on a sale made at a location operated by the seller within the designated state if the state does not allow such an entity-based exemption.

- 1**  Check if you are attaching the Multistate Supplemental form.  
 If not, enter the two-letter postal abbreviation for the state under whose laws you are claiming exemption.
- 2**  Check if this certificate is for a single purchase and enter the related invoice/purchase order # \_\_\_\_\_.

**3 Please print**

Name of purchaser \_\_\_\_\_

Business address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip code \_\_\_\_\_

Purchaser's tax ID number \_\_\_\_\_ State of issue \_\_\_\_\_ Country of issue \_\_\_\_\_

If no tax ID number, enter one of the following:	FEIN	Driver's license number/State issued ID number <i>state of issue</i> <i>number</i>	Foreign diplomat number
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Name of seller from whom you are purchasing, leasing, or renting \_\_\_\_\_

Seller's address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip code \_\_\_\_\_

**4 Type of business.** Check the number that describes your business.

- |                                                                          |                                                                |
|--------------------------------------------------------------------------|----------------------------------------------------------------|
| <input type="checkbox"/> 01 Accommodation and food services              | <input type="checkbox"/> 11 Transportation and warehousing     |
| <input type="checkbox"/> 02 Agricultural, forestry, fishing, and hunting | <input type="checkbox"/> 12 Utilities                          |
| <input type="checkbox"/> 03 Construction                                 | <input type="checkbox"/> 13 Wholesale trade                    |
| <input type="checkbox"/> 04 Finance and insurance                        | <input type="checkbox"/> 14 Business services                  |
| <input type="checkbox"/> 05 Information, publishing, and communications  | <input type="checkbox"/> 15 Professional services              |
| <input type="checkbox"/> 06 Manufacturing                                | <input type="checkbox"/> 16 Education and health-care services |
| <input type="checkbox"/> 07 Mining                                       | <input type="checkbox"/> 17 Nonprofit organization             |
| <input type="checkbox"/> 08 Real estate                                  | <input type="checkbox"/> 18 Government                         |
| <input type="checkbox"/> 09 Rental and leasing                           | <input type="checkbox"/> 19 Not a business                     |
| <input type="checkbox"/> 10 Retail trade                                 | <input type="checkbox"/> 20 Other ( <i>explain</i> ) _____     |

**5 Reason for exemption.** Check the letter that identifies the reason for the exemption.

- |                                                                           |                                                                        |
|---------------------------------------------------------------------------|------------------------------------------------------------------------|
| <input type="checkbox"/> A Federal government ( <i>department</i> ) _____ | <input type="checkbox"/> H Agricultural production # _____             |
| <input type="checkbox"/> B State _____ government ( <i>name</i> ) _____   | <input type="checkbox"/> I Industrial production/manufacturing # _____ |
| <input type="checkbox"/> C Tribal government ( <i>name</i> ) _____        | <input type="checkbox"/> J Direct pay permit # _____                   |
| <input type="checkbox"/> D Foreign diplomat # _____                       | <input type="checkbox"/> K Direct mail # _____                         |
| <input type="checkbox"/> G Resale # _____                                 | <input type="checkbox"/> L Other ( <i>explain</i> ) _____              |

**6 Sign here.** I declare that the information on this certificate is correct and complete to the best of my knowledge and belief.

Signature of authorized purchaser \_\_\_\_\_ Print name here \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

# Streamlined Sales and Use Tax Agreement

## Certificate of Exemption: Multistate Supplemental

Name of purchaser \_\_\_\_\_

State	Reason for exemption	Identification number (if required)
AR*	_____	_____
IA	_____	_____
IN	_____	_____
KS	_____	_____
KY	_____	_____
MI	_____	_____
MN	_____	_____
NC	_____	_____
ND	_____	_____
NE	_____	_____
NJ	_____	_____
NV	_____	_____
OH	_____	_____
RI	_____	_____
OK	_____	_____
SD	_____	_____
TN*	_____	_____
UT	_____	_____
VT	_____	_____
WV	_____	_____
WY	_____	_____

\*SSUTA Direct Mail provision is not in effect for Arkansas and Tennessee.