



**LNJ BRANDS**  
 999 SOUTH OYSTER BAY  
 ROAD, Building 104  
 Bethpage, New York, 11714  
 PHONE: (516)-470-1320  
 newaccounts@lnjbrands.com

For office use only	
METRO	
UPSTATE	
Account #	

**APPLICATION AND CREDIT AGREEMENT**  
**THIS APPLICATION MUST BE PROMPTLY AND FILLED OUT BY THE CUSTOMER**  
**FOR ALL NEW ACCOUNTS OR CHANGES IN THE OWNERSHIP STATUS**

For the purpose of establishing credit with LNJ BRANDS (hereafter "LNJ"), the undersigned applicant(s) furnish and represent the information set forth in this credit application as true and accurate. It is understood and agreed that; in deciding whether or not to extend credit to licensee, and to check licensee's credit history with credit bureaus and others. Except as agreed herein, LNJ will not disclose your private information unless it is in accordance with law and reasonable business practices. It is understood and agreed that LNJ reserves the right to refuse to extend credit to licensee at any time. The undersigned understands and agrees to LNJ's terms of sale.

1. All invoices are due within the time set forth in the SLA credit cycle;
2. All sales are made in accordance with state law.
3. A charge of \$35.00 will be assessed on the first occurrence of a check returned by the bank unpaid.

*SLA LICENSE SERIAL #:	_____	BUSINESS ADDRESS:	_____
*NY STATE TAX ID #	_____	COUNTY:	_____
LICENSEE NAME:	_____	DELIVERY TIME:	_____
TRADE NAME:	_____	SPECIAL DELIVERY INSTRUCTIONS	_____
BUSINESS PHONE #:	(____) _____		_____

	<u>FIRST APPLICANT</u>	<u>SECOND APPLICANT</u>
<b>APPLICANT(S) FULL NAME:</b>		
<b>APPLICANT(S) TITLE:</b>		
<b>BUSINESS ADDRESS, CITY, STATE, ZIP:</b>		
<b>CELL PHONE/ANY OTHER CONTACT:</b>		
<b>EMAIL ADDRESS:</b>		
Have you done business with LNJ? If yes, please provide location address:		
	<u>BANK REFERENCE</u>	<u>BANK REFERENCE</u>
<b>BANK NAME:</b>		
<b>BANK PHONE #:</b>		
<b>BRANCH ADDRESS, CITY, STATE, ZIP:</b>		
<b>APPLICANT SIGNATURE:</b>		
<b>PRINT NAME:</b>		
<b>APPLICATION DATE:</b>		

\*A copy of a valid NYS Liquor Authority License must be attached  
 \*A copy of a valid NYS Certificate of Authority (or signed ST120) must be attached



Department of Taxation and Finance  
**New York State and Local Sales and Use Tax**  
**Resale Certificate**

**ST-120**  
(6/18)

Name of seller			Name of purchaser		
Street address			Street address		
City	State	ZIP code	City	State	ZIP code

Mark an **X** in the appropriate box:  Single-use certificate  Blanket certificate  
 Temporary vendors must issue a single-use certificate.

**To the purchaser:**

You may not use this certificate to purchase items or services that are not for resale. If you purchase tangible personal property or services for resale, but use or consume the tangible personal property or services yourself in New York State, you must report and pay the unpaid tax directly to New York State. Any misuse of this certificate will result in tax liabilities and substantial penalty and interest.

**Purchaser information – please type or print**

I am engaged in the business of \_\_\_\_\_ and principally sell \_\_\_\_\_  
 (Contractors may not use this certificate to purchase materials and supplies.)

**Part 1 – To be completed by registered New York State sales tax vendors**

**I certify that I am:**

- a New York State vendor (including a hotel operator or a dues or admissions recipient), show vendor or entertainment vendor. My valid *Certificate of Authority* number is \_\_\_\_\_
- a New York State temporary vendor. My valid *Certificate of Authority* number is \_\_\_\_\_ and expires on \_\_\_\_\_

**I am purchasing:**

- A.** Tangible personal property (other than motor fuel or diesel motor fuel)
  - for resale in its present form or for resale as a physical component part of tangible personal property;
  - for use in performing taxable services where the property will become a physical component part of the property upon which the services will be performed, or the property will actually be transferred to the purchaser of the taxable service in conjunction with the performance of the service; or
- B.** A service for resale, including the servicing of tangible personal property held for sale.
- C.** Restaurant-type food, heated food, or heated drink for resale.

**Part 2 – To be completed by non-New York State purchasers**

**I certify that I am** not registered nor am I required to be registered as a New York State sales tax vendor. I am registered to collect sales tax or value added tax (VAT) in the following state/jurisdiction \_\_\_\_\_ and have been issued the following registration number \_\_\_\_\_ (If sales tax or VAT registration is not required and a registration number is not issued by your home jurisdiction, indicate the location of your business and write **not applicable** on the line requesting the registration number.)

**I am purchasing:**

- D.** Tangible personal property (other than motor fuel or diesel motor fuel) for resale, and it is being delivered directly by the seller to my customer or to an unaffiliated fulfillment services provider in New York State.
- E.** Tangible personal property for resale that will be resold from a business located outside New York State.

**Certification:** I certify that the above statements are true, complete, and correct, and that no material information has been omitted. I make these statements and issue this exemption certificate with the knowledge that this document provides evidence that state and local sales or use taxes do not apply to a transaction or transactions for which I tendered this document and that willfully issuing this document with the intent to evade any such tax may constitute a felony or other crime under New York State Law, punishable by a substantial fine and a possible jail sentence. I understand that this document is required to be filed with, and delivered to, the vendor as agent for the Tax Department for the purposes of Tax Law section 1838 and is deemed a document required to be filed with the Tax Department for the purpose of prosecution of offenses. I also understand that the Tax Department is authorized to investigate the validity of tax exclusions or exemptions claimed and the accuracy of any information entered on this document.

Type or print name and title of owner, partner, or authorized person of purchaser	
Signature of owner, partner, or authorized person of purchaser	Date prepared

**Substantial penalties will result from misuse of this certificate.**

# Instructions

**New:** Effective June 1, 2018, use box C in Part 1 to purchase restaurant-type food or drink for resale. For more information, see [TSB-M-18\(1\)S](#), *Summary of Sales and Use Tax Changes Enacted in the 2018-2019 Budget Bill*.

Form ST-120, *Resale Certificate*, is a sales tax exemption certificate.

## This certificate is only for use by a purchaser who:

- A** – is registered as a New York State sales tax vendor and has a valid *Certificate of Authority* issued by the Tax Department and is making purchases of tangible personal property (other than motor fuel or diesel motor fuel) or services that will be resold or transferred to the purchaser's customers, **or**
- B** – is not required to be registered with the New York State Tax Department;
  - is registered with another state, the District of Columbia, a province of Canada, or other country, or is located in a state, province, or country which does not require sellers to register for sales tax or VAT purposes; and
  - is purchasing items for resale that will be either:
    - 1) delivered by the seller to the purchaser's customer or to an unaffiliated fulfillment service provider located in New York State, **or**
    - 2) delivered to the purchaser in New York State, but resold from a business located outside the state.

**Note:** For purposes of 1) above, delivery by the seller includes delivery in the seller's own vehicle or by common carrier, regardless of who arranges for the transportation.

## Non-New York State purchasers: registration requirements

If, among other things, a purchaser has any place of business or salespeople in New York State, or owns or leases tangible personal property in the State, the purchaser is required to be registered for New York State sales tax.

A business must register (unless the business can rebut the statutory presumption as described in TSB-M-08(3.1)S, *Additional Information on How Sellers May Rebut the New Presumption Applicable to the Definition of Sales Tax Vendor as Described in TSB-M-08(3)S*) for New York State sales tax if the business enters into agreements with residents of New York State under which the residents receive consideration for referring potential customers to the business by links on a Web site or otherwise, and the value of the sales in New York State made by the business through those agreements totals more than \$10,000 in the preceding four sales tax quarters. See TSB-M-08(3)S, *New Presumption Applicable to Definition of Sales Tax Vendor*, and TSB-M-08(3.1)S.

Also see TSB-M-09(3)S, *Definition of a Sales Tax Vendor is Expanded to Include Out-of-State Sellers with Related Businesses in New York State*, for information on sales tax registration requirements for out-of-state businesses with New York affiliates.

A purchaser who is not otherwise required to be registered for New York State sales tax may purchase fulfillment services from an **unaffiliated** New York fulfillment service provider and have its tangible personal property located on the premises of the provider without being required to be registered for sales tax in New York State.

If you need help determining if you are required to register because you engage in activity in New York State, contact the department (see *Need help?*).

If you meet the registration requirements and engage in business activities in New York State without possessing a valid *Certificate of Authority*, you will be subject to penalty of up to \$500 for the first day on which you make a sale or purchase, and up to \$200 for each additional day, up to a maximum of \$10,000.

## Limitations on use

Contractors **cannot** use this certificate. They must either:

- issue Form ST-120.1, *Contractor Exempt Purchase Certificate*, if the tangible personal property being purchased qualifies for exemption as specified by the certificate, **or**
- issue Form AU-297, *Direct Payment Permit*, **or**
- pay sales tax at the time of purchase.

Contractors are entitled to a refund or credit of sales tax paid on materials used in repairing, servicing or maintaining real property, if the materials are transferred to the purchaser of the taxable service in conjunction with the performance of the service. For additional information, see Publication 862,

*Sales and Use Tax Classifications of Capital Improvements and Repairs to Real Property*.

## To the Purchaser

Enter all the information requested on the front of this form.

You may mark an **X** in the *Blanket certificate* box to cover all purchases of the same general type of property or service purchased for resale. If you do not mark an **X** in the *Blanket certificate* box, the certificate will be deemed a *Single-use certificate*. Temporary vendors may not issue a blanket certificate. A *temporary vendor* is a vendor (other than a show or entertainment vendor), who, in no more than two consecutive quarters in any 12-month period, makes sales of tangible personal property or services that are subject to tax.

This certificate does not exempt prepaid sales tax on cigarettes. This certificate may not be used to purchase motor fuel or diesel motor fuel.

## Misuse of this certificate

Misuse of this exemption certificate may subject you to serious civil and criminal sanctions in addition to the payment of any tax and interest due. These include:

- A penalty equal to 100% of the tax due;
- A \$50 penalty for each fraudulent exemption certificate issued;
- Criminal felony prosecution, punishable by a substantial fine and a possible jail sentence; and
- Revocation of your *Certificate of Authority*, if you are required to be registered as a vendor. See TSB-M-09(17)S, *Amendments that Encourage Compliance with the Tax Law and Enhance the Tax Department's Enforcement Ability*, for more information.

## To the Seller

If you are a New York State registered vendor and accept an exemption document, you will be protected from liability for the tax, if the certificate is valid.

The certificate will be considered valid if it was:

- accepted in good faith;
- in the vendor's possession within 90 days of the transaction; and
- properly completed (all required entries were made).

A certificate is accepted in good faith when a seller has no knowledge that the exemption certificate is false or is fraudulently given, and reasonable ordinary due care is exercised in the acceptance of the certificate.

You must get a properly completed exemption certificate from your customer no later than 90 days after the delivery of the property or the performance of the service. When you receive a certificate after the 90 days, both you and the purchaser are subject to the burden of proving that the sale was exempt, and additional documentation may be required. An exemption certificate received on time that is not properly completed will be considered satisfactory if the deficiency is corrected within a reasonable period. You must also maintain a method of associating an invoice (or other source document) for an exempt sale made to a customer with the exemption certificate you have on file from that customer.

**Invalid exemption certificates** – Sales transactions which are not supported by valid exemption certificates are deemed to be taxable retail sales. The burden of proof that the tax was not required to be collected is upon the seller.

**Retention of exemption certificates - You must keep this certificate for at least three years** after the due date of the return to which it relates, or the date the return was filed, if later.

## Need help?



Visit our website at [www.tax.ny.gov](http://www.tax.ny.gov)

- get information and manage your taxes online
- check for new online services and features

## Telephone assistance

Sales Tax Information Center: 518-485-2889

To order forms and publications: 518-457-5431

Text Telephone (TTY) or TDD: Dial 7-1-1 for the New York Relay Service



**Acct#**  
**ELECTRONIC FUNDS TRANSFER/AUTOMATED CLEARINGHOUSE / TRADING PARTNER**  
**AUTHORIZATION AGREEMENT**  
 PH: 516-470-1320

This Agreement governs Automated Clearinghouse ("ACH") transactions initiated by **LNJ Brands** (hereafter "**LNJ**") to debit the Account(s), listed below, of \_\_\_\_\_ (the "**COMPANY**") to pay for goods and/or services provided to **COMPANY** by **LNJ**. Both parties agree to be bound by NACHA Operating Rules as they pertain to ACH transactions, and acknowledge that they also must comply with applicable provisions of U.S. federal and state law.

This Agreement provides authorization for individual ACH transactions to be initiated by **LNJ** when individually authorized by any Authorized Agent, listed below, of the **COMPANY** using any Individual Transaction Authorization Method(s) specified below. Both parties agree that this Agreement in conjunction with the use of any such Individual Transaction Authorization Method by such Authorized Agent will constitute proper authorization to debit **COMPANY'S** Account(s) listed below in the amount authorized by the Authorized Agent. This authorization will become effective immediately upon its receipt by **LNJ**.

The **COMPANY** hereby (1) authorizes **LNJ** to make debit and/or credit instructions for the purchase of goods and/or services to the **ACCOUNT** by EFT, (2) certifies that it maintains the **ACCOUNT** at the following financial institution, and (3) directs that all such debit and/or credit instructions be made to the **ACCOUNT** as provided below.

The **COMPANY** will give **LNJ** thirty (30) days' advance written notice of any changes to this financial institution account information.

**SIGNATURE OF COMPANY REPRESENTATIVE** \_\_\_\_\_  
**PRINT NAME** \_\_\_\_\_ **TITLE** \_\_\_\_\_ **DATE** \_\_\_\_\_

**TERMS AND CONDITIONS**

1. This Agreement is an amendment to any existing agreements between the parties which govern the terms and conditions of the purchase or lease of products or services.
2. Each party is responsible for its respective costs for network service charges and any and all other expenses it incurs for any reason relating to the transmission of EDI communications pursuant to this Agreement.
3. Neither party shall be liable to the other for any special, exemplary, incidental or consequential damage arising out of or resulting from the electronic payment of invoices.
4. Neither party shall be liable to the other for any damage, loss, injury or liability arising out of or resulting from interruptions, delays, defects, or garbling in the electronic transmission which are not the fault of the sending party or receiving party.
5. Either party may terminate this Agreement upon five (5) days advance written notice to the other, with no liability of any kind.
6. This Agreement may not be assigned by either party without the prior written approval of the other party. Notwithstanding the foregoing, nothing herein shall prevent LNJ Brands from assigning this Agreement to an Affiliate without the prior written approval of Company. For the purpose of this Agreement, "Affiliate" shall mean any entity under the control of, or under common control with LNJ Brands of New York, LLC.
7. This Agreement shall be governed by the laws of the state of New York and the rules of the Automated Clearing House.
8. Returned items fees may apply

**Customer Contact Information**

Contact Person: \_\_\_\_\_ Telephone number: (\_\_\_\_) \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Authorized Agent(s): \_\_\_\_\_  
 Transaction authorization method(s): Telephone \_\_\_\_\_ Email: \_\_\_\_\_

**Customer Primary Banking Information**

Financial Institution Name \_\_\_\_\_  
 Name as listed on the Bank Account: \_\_\_\_\_  
 Bank ABA/Routing Number: \_\_\_\_\_ Acct. Type:    
 Account #: \_\_\_\_\_ Checking:

**Please complete and return an original of the Enrollment Form and Authorization Agreement to our offices.**