



CONTACT INFORMATION

Company Name: _____

Billing Information: _____
Address City/County State Zip

Billing Contact: _____
Name Phone Fax

Shipping Address: _____
Address City /County State Zip

Contact Name: _____
Name Phone Fax

Email: _____

Please add me to weekly fax _____ weekly Email _____

Preferred Delivery Times: _____

Resale Certificate: Yes / No

If so: Please attach an original signed copy

Signature: _____ Date: _____

Office@nfbgi.com
2450 Elijah's Lane Mattituck, New York 11952
631.734.6832 office 631.734.7550 fax



Tentative Delivery Schedule 2017

Monday	Tuesday	Wednesday	Thursday	Friday
North Fork South Fork Western Suffolk Open	Brooklyn Bronx Manhattan Nassau Queens	Connecticut Massachusetts Nassau Rhode Island Westchester	Connecticut New Jersey Pennsylvania Staten Island Westchester	North Fork South Fork Western Suffolk Open

**New Availability
Released**

*Schedule can be adjusted as customers' needs arise,
please let us know at your earliest convenience if this is a request.*

**Pick-ups are welcomed, must be scheduled in advance*

Delivery Rates

*Freight is calculated by distance.

North Fork (Riverhead to Orient) - **No charge**

South Fork & Western Suffolk – **5% or \$250**

Nassau County, Queens, Brooklyn & Bronx - **8% or \$400**

Connecticut & Westchester – **12% or \$600**

Manhattan, Staten Island & New Jersey - **18% or \$1,000**

Eastern Pennsylvania (East of Harrisburg & Williamsport) – **20% or \$1250**

Cape Cod, Martha's Vineyard, & Nantucket – **22% or \$1550**

Rhode Island, Massachusetts & Southern New Hampshire – **22% or \$1350**

Central New York (East of Ithaca – South of Syracuse & Albany) – **23% or \$1250**

Central/Western Pennsylvania, Northern/Western New York, Maryland, Central New Hampshire, Central Vermont & Maine – **Call for Quote**

Freight percentage is calculated by percentage of invoiced amount, pre-discount, or capped at the notated fee, whichever is less.

- Saturday deliveries available – additional surcharge of \$50.00 will apply.

Minimum Order Amount for Delivery

\$350 Suffolk

\$500 Nassau

\$750 Brooklyn, Bronx & Queens

\$1000 Connecticut & Westchester

\$1250 Manhattan, Queens & Staten Island

\$1500 Massachusetts, New Jersey, Eastern Pennsylvania & Rhode Island

Terms & Conditions

North Fork Boutique Gardens (NFBG) – Accepts the following forms of payment: American Express, Discover Card, Master Card, Visa or Company Checks payable to North Fork Boutique Gardens Inc. *(a \$30.00 fee for all returned checks).*

Net 30 Terms: For established customers who have presented themselves as fiscally dependable and have completed our confidential credit application with sufficient trade references. **No exception.**

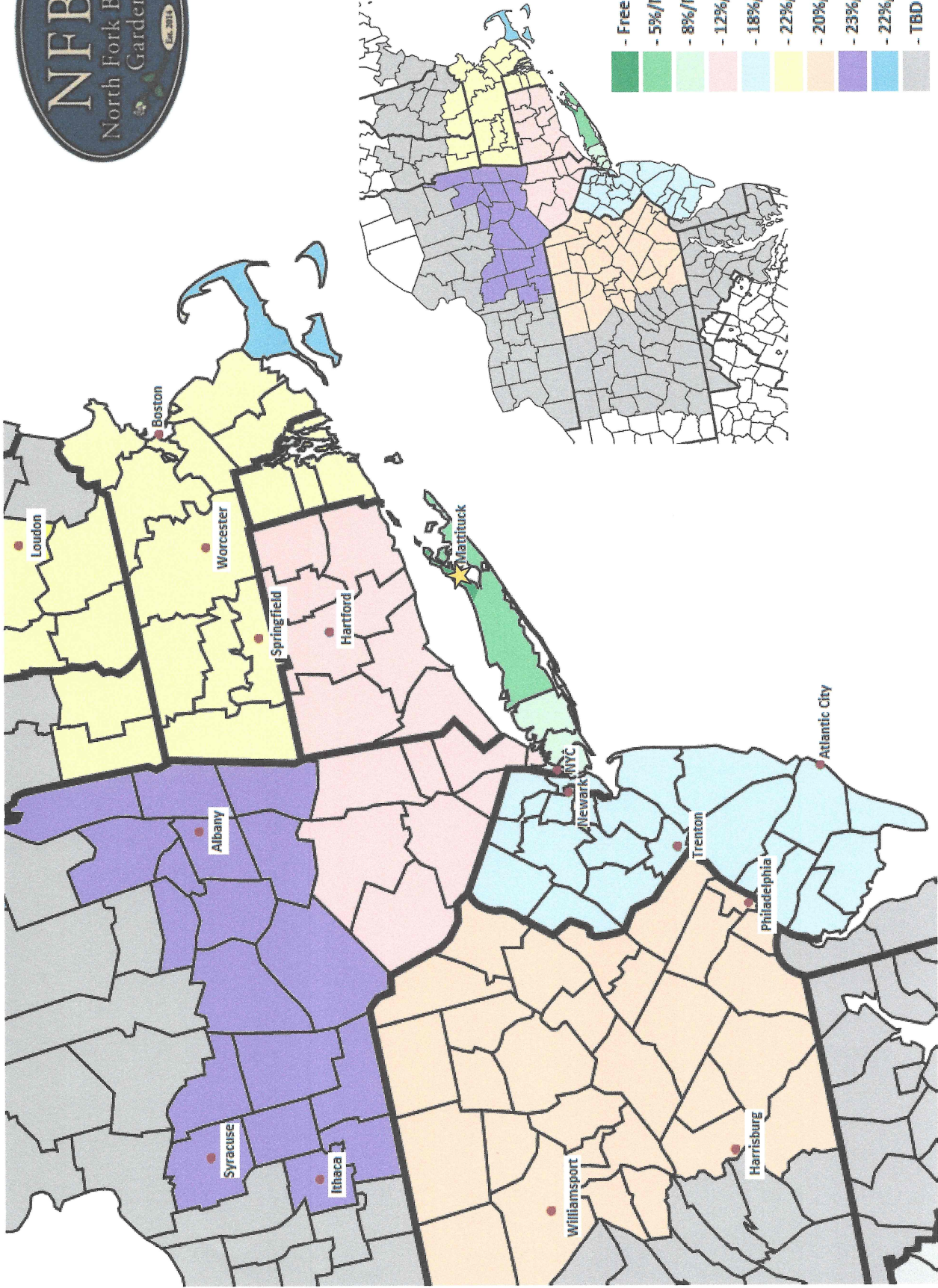
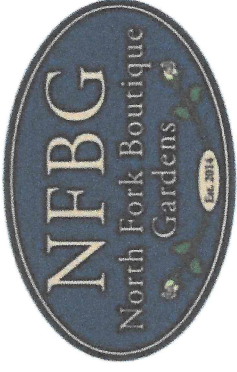
- Past due accounts will be reverted to a COD basis. In the event the services of a collection agency is required, all collection costs, attorney fees and court costs will be the responsibility of said customer.
- Sales Tax Exempt Certificates must be provided at time of purchase. The appropriate sales tax will be automatically applied if not presented.

Claims: We ship the finest quality plant material – **all sales are final.** Claims due to error in count, pricing, size or variety must be noted on the provided delivery receipt within 24 hours of acceptance of delivery. We reserve the right to charge a re-stocking fee of 5% on all returned items or canceled orders.

*It is mutually agreed that NFBG's total liability is limited to a refund in the form of a credit or replacement of plant.

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CONFIDENTIAL CREDIT APPLICATION



Company Information:

Business Name: _____
Street Address: _____ City, State & Zip: _____
County: _____ E-Mail Address: _____
Telephone #: _____ Cellphone #: _____ Fax #: _____

Billing Information:

Business Name, Accounts Payable/Contact Person: _____
Street Address: _____ City, State & Zip: _____
Contact Person's E-Mail Address: _____ Telephone #: _____ Fax #: _____

General Information:

Type of Business: _____ Years at Billing Address: _____ State & Date of Incorporation: _____
Federal Tax ID #: _____ DUNS #: _____

Name of Owners or Officers:

1. Name: _____ Title: _____ Driver's License: _____
Home Address: _____ City, State & Zip: _____
Home Phone #: _____
2. Name: _____ Title: _____ Driver's License: _____
Home Address: _____ City, State & Zip: _____
Home Phone #: _____

Trade Reference: (We need at least three on file)

1. Name: _____ Contact Person: _____ Phone #: _____
Address: _____ City, State & Zip: _____ Fax #: _____
2. Name: _____ Contact Person: _____ Phone #: _____
Address: _____ City, State & Zip: _____ Fax #: _____
3. Name: _____ Contact Person: _____ Phone #: _____
Address: _____ City, State & Zip: _____ Fax #: _____
4. Name: _____ Contact Person: _____ Phone #: _____
Address: _____ City, State & Zip: _____ Fax #: _____
5. Name: _____ Contact Person: _____ Phone #: _____
Address: _____ City, State & Zip: _____ Fax #: _____

Terms:

Applicant is hereby advised that sales are conducted on a COD unless credit has been established prior to pick-up or delivery.

Payments may be made in cash, by credit card (M/C, Visa, Amex & Discover). Checks will be accepted upon presentation and verification of trade reference. We cannot accept postdated checks or hold checks for deposit. Return checks will result in a \$30.00 service charge and forfeiture of any discounts. The customer will be billed accordingly.

Net 30 days to customer who have established credit with us. Statement will be issued in the beginning of each month and payments are due during that month. Overdue accounts are subject to 1.5% per month service charge, 18 % annual rate. All sales are final; we give no warranty. Claims due to error in count, pricing, size or variety must be called into our office within 24 hours after receipt of product for consideration. No claims considered on past due accounts.

In the event it becomes necessary for our firm to file suit to enforce payment, we shall be entitled to all collection fees, court costs, attorney fees and interest at the rate of 1.5% per month on all amounts due and payable.

I have read, understand and accept the above terms. I have provided true information to the best of my knowledge and have retained a copy of this agreement for my records. I further authorize the above cited references to supply permanent information as may be required to determine our credit status.

Authorized Name: _____ Title: _____
Authorized Signature: _____ Date: _____

Personal Guaranty:

I hereby agree to be personally responsible for payment to North Fork Boutique Gardens Inc. of all invoices and fees incurred by the applicant.

Owners/Officers Name: _____ Title: _____
Signature: _____ Date: _____

Please Check One:

- ☐ Individual
☐ Partnership
☐ Corporation

Sales Tax:

Rate: _____

Tax Exempt #:

(please attach a copy of tax exempt form)

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

ST-120
(1/11)

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.

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:

- ☐ **C.** 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.
- ☐ **D.** 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

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?



Internet access: www.tax.ny.gov
(for information, forms, and publications)



Sales Tax Information Center: (518) 485-2889
To order forms and publications: (518) 457-5431



Text Telephone (TTY) Hotline
(for persons with hearing and speech disabilities using a TTY): (518) 485-5082