



Become a Learning Resources/Educational Insights Dealer Thank you for your interest in becoming a dealer!

We have included all the paperwork for setting up your new account. Please review this packet. Complete, then mail, fax, or email these required forms to our address listed below:

Dealer Application

U.S. Only – Uniform Sales & Tax Certificate – Multijurisdictional – You must fill out and sign a sales and tax certificate for each state you sell in.

U.S. Only – Copy of Sales Tax Certificate of Registration

Opening/Initial Order - \$300 Minimum (NET)

Learning Resources/Educational Insights
380 N. Fairway Drive
Vernon Hills, IL 60061

Email: salesupport@learningresources.com

If you have questions on how to complete the forms in the dealer packet, please direct all inquiries to salesupport@learningresources.com. We look forward to doing business with you.

Best Regards,
Stephen Woldenberg
VP Sales & Business Development
Learning Resources & Educational Insights

Dear Business Partner,

Effective January 1, 2014, Learning Resources and Educational Insights have adopted and instituted a “Third Party Internet Retailer Sales Policy” applicable to the resale of our products on third party websites known as “Internet Marketplaces”.

In recent years, we have seen prices for our products resold on Internet Marketplaces decline in a troubling fashion. While we support our business partners who sell via the Internet, we must take steps to protect the long-term value of our brands. We must also protect our many retailers who invest in marketing our products on their store shelves, in their own catalogs, and on their own websites.

We are introducing the policy described below to address this situation. This policy will be effective as of January 1st, 2014.

2014 Learning Resources/Educational Insights Third Party Internet Retailer Sales Policy

The company will not open new accounts for retailers which do not have their own store, catalog or website or which derive the majority of their sales from Third Party Websites (as defined below). This decision will be made solely at our discretion.

For purposes of this policy, a Third Party Website is any website which accepts third party sellers (otherwise known as “Internet Marketplaces”) and is not independently owned, operated, and controlled by the retailer seeking to establish the new account. By way of example, Amazon.com and eBay.com are considered Third Party Websites.

The company will no longer offer direct shipments for its existing dealers to Fulfillment Centers owned by Third Party Websites. This policy does not apply to custom product produced by Learning Resources/Educational Insights for any dealer.

The company does not prohibit sales on Third Party Websites. However, they do reserve the right to not ship to any existing dealer whom derives the majority of our products on Third Party Websites. They will no longer be entitled to any special terms such as: Freight Allowances, Advertising/Marketing Allowances, Extended Credit or Dating Programs, and any special buying specials offered during the year.

Learning Resources/Educational Insights is committed to ensure the long-term value of our many brands and to protect the investment our independent business partners make when they sell Learning Resources and Educational Insights products.

We sincerely appreciate your continued support and your understanding of our strategic vision to protect our brands now and for the future.



Learning Resources®



Educational Insights®

Dealer Application

PLEASE PRINT OR TYPE

Company Name: _____ DBA: _____

Bill to Street Address: _____

City: _____ State: _____ Zip+4: _____

Ship to Street Address: _____

City: _____ State: _____ Zip+4: _____

Buyer: _____ Phone: _____

Accounts Payable: _____ Phone: _____

Order Confirmation Contact: _____ Email (required): _____

Business Type (check only one)	
Sole Proprietorship	<input type="checkbox"/>
Partnership	<input type="checkbox"/>
Corporation	<input type="checkbox"/>
LLC	<input type="checkbox"/>

Business Line (check only one)	
Toy	<input type="checkbox"/>
Education	<input type="checkbox"/>
Gift Shop	<input type="checkbox"/>
Other	<input type="checkbox"/>

Primary Customer Base (check only one)	
Retail	<input type="checkbox"/>
Catalog	<input type="checkbox"/>
Internet	<input type="checkbox"/>
OEM	<input type="checkbox"/>
Distributor	<input type="checkbox"/>

KEY PERSONNEL

Name/Title: _____ Name/Title: _____

Name/Title: _____ Name/Title: _____

If sole proprietorship of partnership, please list names and home addresses of owners

Name: _____ Street Address: _____

City: _____ State: _____ Zip+4: _____

Telephone: _____ Social Security #: _____

Name: _____ Street Address: _____

City: _____ State: _____ Zip+4: _____

Telephone: _____ Social Security #: _____

Special Instructions			
Routing Guides/Special Labels	Yes	No	
EDI Required	Yes	No	Possible in Future

All information is handled in strict confidence

Type of account being requested (check one): _____ Credit _____ Prepay _____

If you are requesting credit terms, please complete the following section.

Estimated line of credit requested: _____

CREDIT INFORMATION – Bank Reference (provide information below or attach to application)

Bank: _____ Branch: _____ Account #: _____

Name of Banker: _____

Street Address: _____

City: _____ State: _____ Zip+4: _____

Telephone: _____ Fax: _____ Email: _____

Trade References – please list three commercial trade references where you purchase an open account

Name: _____ Account #: _____

Contact Person: _____

Street Address: _____

City: _____ State: _____ Zip+4: _____

Telephone: _____ Fax: _____ Email: _____

Name: _____ Account #: _____

Contact Person: _____

Street Address: _____

City: _____ State: _____ Zip+4: _____

Telephone: _____ Fax: _____ Email: _____

Name: _____ Account #: _____

Contact Person: _____

Street Address: _____

City: _____ State: _____ Zip+4: _____

Telephone: _____ Fax: _____ Email: _____

Enclosing a copy of your most recent financial statements may permit us to approve a higher credit limit to better serve your needs.

IF YOUR COMPANY IS TAX EXEMPT YOU MUST INCLUDE A COPY OF YOUR CERTIFICATE OR REGISTRATION AND FILL OUT AND SIGN THE ATTACHED TAX FORM FOR EACH STATE IN WHICH YOU HAVE NEXUS AND FORWARD IT WITH YOUR COMPLETED CREDIT APPLICATION.

The following terms and conditions of sale must be signed by all accounts.

AGREEMENT: As a routine part of the application process bank and trade references are requested. Therefore, the applicant authorizes the release of any related information requested by telephone, fax or mail as part of normal credit approval procedures. Applicant agrees that extension of credit by Seller, (including affiliates individually and collectively seller) shall be subject to and in consideration of the following terms and conditions.

1. If a credit limit is extended by one or both sellers, each will be independent of the other and not combined. No set-offs may be made without the written authorization of Seller.
2. Payment of all accounts due, as evidenced by the account, shall be made no later than the due dates as indicated on each invoice under the "terms". The applicant further agrees and understands that full payment is due within terms of sale, and that if payment is not made within the period, the account may accrue a service charge in the amount of 1 ½ % per month on the unpaid balance of any outstanding invoice until paid.
3. No returns shall be made without written authorization of Seller.
4. **N. S. F. checks may cause an account to be placed on immediate cash in-advance status.**
5. **N. S. F. checks will incur a \$30.00 processing charge for each occurrence.**
6. In the event of a shortage or dispute, applicant must notify **SELLER** within 15 days of receipt of merchandise, specifying the invoice number, nature of dispute and amount under dispute.
7. If Applicant fails to pay the account balance when due, and if Seller in its sole judgment deems it necessary to engage a licensed collection agency or an attorney for legal action, Applicant agrees that it shall pay, in addition to the account balance, all charges of the collection agency and legal fees and expenses.
8. Applicant and Seller agree that all disputes arising under, in connection with or related to this agreement or any other matter shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Illinois. This choice of jurisdiction and venue is intended by the parties to be mandatory. **THE PARTIES WAIVE THEIR RIGHT TO TRIAL BY JURY FOR ALL DISPUTES BETWEEN THE PARTIES.**
9. Applicant agrees to immediately notify **SELLER** of any change in ownership form of said business or address.

I certify that all information given is correct, and that I have read and agreed to abide by the terms and conditions.

Company Name: _____

Name and Title: _____

Authorized Signature: _____ Date: _____

****Application must be completed and signed in its entirety to process. Fax may serve as original****

UNIFORM SALES & USE TAX EXEMPTION/RESALE CERTIFICATE — MULTIJURISDICTION

The below-listed states have indicated that this certificate is acceptable as a resale/exemption certificate for sales and use tax, subject to the notes on pages 2–4. The issuer and the recipient have the responsibility to determine the proper use of this certificate under applicable laws in each state, as these may change from time to time.

Issued to Seller: _____

Address: _____

I certify that:

Name of Firm (Buyer): _____

Address: _____

is engaged as a registered

Wholesaler

Retailer

Manufacturer

Seller (California)

Lessor (see notes on pages 2–4)

Other (Specify) _____

and is registered with the below-listed states and cities within which your firm would deliver purchases to us and that any such purchases are for wholesale, resale, or ingredients or components of a new product or service to be resold, leased, or rented in the normal course of business. We are in the business of wholesaling, retailing, manufacturing, leasing (renting) selling (California) the following:

Description of Business: _____

General description of tangible property or taxable services to be purchased from the Seller: _____

State	State Registration, Seller's Permit, or ID Number of Purchaser	State	State Registration, Seller's Permit, or ID Number of Purchaser
AL ¹		MO ¹⁶	
AR		NE ¹⁶	
AZ ²		NV	
CA ³		NJ	
CO ⁴		NM ^{4,17}	
CT ⁵		NC ¹⁸	
FL ⁶		ND	
GA ⁷		OH ¹⁹	
HI ^{4,8}		OK ²⁰	
ID		PA ²¹	
IL ^{4,9}		RI ²²	
IA		SC	
KS		SD ²³	
KY ¹⁰		TN	
ME ¹¹		TX ²⁴	
MD ¹²		UT	
MI ¹³		VT	
MN ¹⁴		WA ²⁵	
		WI ²⁶	

I further certify that if any property or service so purchased tax free is used or consumed as to make it subject to a Sales or Use Tax we will pay the tax due directly to the proper taxing authority when state law so provides or inform the Seller for added tax billing. This certificate shall be a part of each order that we may hereafter give to you, unless otherwise specified, and shall be valid until canceled by us in writing or revoked by thee city or state.

Under penalties of perjury, I swear or affirm that the information on this form is true and correct as to every material matter.

Authorized Signature: _____

(Owner, Partner, or Corporate Officer, or other authorized signer)

Title: _____

Date: _____

