



MWI Credit Department  
Phone: (800) 896-8873

Idaho: P.O. Box 910  
Meridian, ID 83680-0910  
Fax: (208) 955-8913

Colorado: 15845 E 32nd Ave  
Suites G and H  
Aurora, CO 80011  
Fax: (720) 859-1430  
Wisconsin: 151 Deposition Drive  
Clear Lake, WI 54005  
Fax: (715) 263-3413

# Express Account Application

Account Code:

## Account Information

Sumter County Animal Control  
Practice Name

819 CA 529  
Veterinarian's Name

Lake Park Office, FL 33538  
Mailing Address

352-793-1490  
Phone

352-793-4982  
City State Zip Fax

7H 8706  
Shipping Address (if different than mailing)

MB0019148  
County

NA  
City State Zip

59-6000065  
Social Security Number Federal Tax ID No.

Government  
Type of Business

Small Animal  Equine  Beef  Dairy  Other

Mark Giff or Deb Barsell  
Primary contact person:

Frank Taberner  
Secondary contact person:

Yes, I would like Internet Access  No, I would not like Internet Access

Yes, please provide fax updates  No, never send fax updates

Yes, I would like Internet Access  No, I would not like Internet Access

Yes, I would like Internet Access  No, I would not like Internet Access

Yes, I would like Internet Access  No, I would not like Internet Access

Yes, I would like Internet Access  No, I would not like Internet Access

Yes, I would like Internet Access  No, I would not like Internet Access

Yes, I would like Internet Access  No, I would not like Internet Access

## Required Copies of Documents

- State Veterinary License (copy required to open an account)
- DEA License (copy required to purchase controlled substances)
- State Sales Tax Exemption Certificate (MWI must charge sales tax unless MWI has a copy of your Exemption Certificate with Tax Classification Sheet)

## Agreement

By signing and submitting this application, I agree on behalf of both the undersigned and the applicant (1) that the statements in this application are true and complete; (2) to inform MWI Veterinary Supply ("MWI") in writing of any changes in the name, address, telephone number or financial condition of the undersigned or applicant as soon as the changes occur; (3) to comply with MWI's standard Terms of Sale set forth on the reverse of, or linked to, this application; (4) TO PAY INVOICES WHEN DUE; (5) ~~to pay interest not to exceed 1.50% per month (compounded monthly) (an annual percentage rate of 18%) on past due accounts;~~ (6) to pay reasonable attorney fees and court costs if the account is referred to an attorney for collection; (7) that MWI is authorized from time to time to investigate and update information that I provide and to obtain credit and other information about me from other creditors and credit reporting agencies, and to provide information about me to other creditors; (8) that MWI may decline this application to open an account or for credit; (9) that once MWI has opened an account or granted credit, MWI may close the account or terminate the credit at MWI's sole discretion; (10) that after notifying me MWI may change its Terms of Sale and its credit and collection policies, and that the changes will apply to all transactions and any account balances regardless whether any purchases or account entries occurred before or after the effective date of the change, and (11) that MWI may file at any time financing statements to perfect MWI's security interest.

X  
Signature of applicant (REQUIRED) Date

Print Name

X  
Signature of Veterinarian submitting license (REQUIRED) Date

Print Name

**Personal Guaranty by Financially Responsible Party**  
If applicant for credit is doing business in a form other than as an individual, then a principal of the applicant, by signing below, agrees (1) to personally, absolutely and unconditionally guarantee and promise to pay to MWI all obligations owed to MWI by applicant, now existing or hereafter incurred, including but not limited to all purchases, interest, attorney fees and costs; (2) that MWI may seek payment from the guarantor without first seeking payment or recovery from any other source; (3) that MWI is authorized from time to time to obtain credit and other information about the guarantor from other creditors and credit reporting agencies, and to provide information about the guarantor to other creditors; (4) that guarantor consents to the Terms of Sale on the reverse of, or linked to, this guaranty; (5) that all disputes between MWI and guarantor, including but not limited to actions to enforce this guaranty, shall be commenced in state or federal court in Boise, Idaho; (6) that guarantor expressly submits to the jurisdiction and venue of the state and federal courts in Boise, Idaho; and (7) that MWI may change MWI's Terms of Sale or credit and collection policies without notice to or consent of guarantor and without lessening guarantor's liability under this guaranty.

X  
Signature of guarantor (REQUIRED) Date

Print Name

Social Security Number

Telephone

Street Address

City, State, Zip

**Please see back for terms of sale.**



MWI Credit Department  
Phone: (800) 896-8873

Idaho: P.O. Box 910  
Meridian, ID 83680  
Fax: (800) 576-8848

# Terms of Sale

These Terms of Sale constitute a contract between you and MWI Veterinary Supply ("MWI"). Please carefully review these Terms of Sale because the Terms of Sale set forth the rights, obligations, limitations and exclusions that apply to you.

## 1. AGREEMENT

By purchasing or guarantying the purchase of the products from MWI, you agree with MWI's Terms of Sale. MWI's Terms of Sale may not be altered, supplemented or amended by use or reference to any other documents or agreements, unless agreed by MWI in writing.

## 2. VETERINARIAN

You certify that either you are a state licensed veterinarian or purchasing the product through a state licensed veterinarian, that you have a completed credit application filed with MWI, that the information on the credit application is current and correct, and that you submitted to MWI copies of your current veterinary license, DEA certificate, and applicable state controlled substances licenses.

## 3. CASH SALE

All purchases shall be paid by cash, check or credit card in the net amount of the invoice on or before the time of delivery unless MWI agrees at MWI's sole discretion to extend you open account or other credit.

## 4. OPEN ACCOUNT SALE

*County does not pay interest.*  
All purchases on open account are due and payable upon receipt of the invoice unless you and MWI agree in writing to a different payment plan. ~~Amounts unpaid by the 10th day of the month following purchase incur interest of 1.50% PER MONTH (an ANNUAL PERCENTAGE RATE OF 18%), or the maximum amount allowed by the applicable state law, whichever is less. Interest is compounded monthly.~~ If you transfer your practice, become insolvent, are named in any legal, arbitration or other proceeding to collect money, or file bankruptcy, then all amounts owed to MWI become immediately due and payable. Credit card payments are acceptable at the time of ordering, and cannot be used to pay for products purchased through delayed billing. A surcharge may be imposed on all statement balances paid by credit card.

## 5. ERRORS

MWI may correct at any time all extension, price, description and other errors on any invoices, statements or other documents. The document, as corrected, shall be the effective document.

## 6. PAYMENTS

All payments shall apply first to oldest unpaid invoices, accrued interest, or attorney fees and costs, unless otherwise indicated by your remittance advice. You shall pay MWI a \$25.00 service fee on all returned checks.

## 7. SECURITY INTEREST

To secure all obligations owed by you to MWI, you grant MWI a first priority security interest in any products purchased from MWI, including without limitation all Goods, Equipment, Inventory and Farm Products, and all proceeds, renewals, substitutions, replacements, additions and assignments thereto, until all obligations to MWI are paid in full. The security interest expressly includes without limitation all livestock and other animals to which the products are applied or administered, or that consume the products, and all proceeds, accounts receivable, and contract rights arising therefrom or related to such livestock and other animals. The products and types of products are described on the face of the invoice(s).

## 8. DEFAULT

If your account is not paid when due, or if you have not complied with any other term or condition of your application for credit, these Terms of Sale, or any other agreement with MWI, then you are immediately in default without further notice to you.

## 9. MWI'S REMEDIES ON DEFAULT

If you are in default, then MWI may, at MWI's sole discretion and without further notice to you, exercise any one or more of the following actions and remedies: (a) temporarily or permanently suspend any further shipments to you, (b) temporarily or permanently suspend your credit, (c) temporarily or permanently ship to you only if you pay cash on delivery ("COD") or if you pay in advance, (d) temporarily or permanently close your account with MWI and terminate any further transactions with you, (e) exercise MWI's rights as a secured creditor under applicable law, (f) collect the amounts owed to MWI, including without limitation initiating a lawsuit, and (g) take any other action or pursue any other remedies which MWI deems appropriate. Once MWI takes any action or remedy because of your default, including without limitation the remedies listed in this paragraph, MWI is not obligated to (a) restore your account and credit or (b) provide you with any other account or credit terms even if you pay the past due amounts in full and satisfy any other requirements of MWI.

## 10. TITLE & RISK OF LOSS

Title to the products passes from MWI to you upon the departure of the shipment from MWI's facility. Loss or damage that occurs during shipping by a carrier selected by MWI is MWI's responsibility. Loss or damage that occurs during shipping by a carrier selected by you is your responsibility.

## 11. DELAYS

MWI is not responsible for the inability to provide goods purchased or delay in providing goods purchased caused or effected by accidents, strikes, weather, war, riots, shortage of products or labor by manufacturers, interference or obstruction of transportation routes, carrier shortages, damage to carrier, damage to goods by carrier, any act of God, failure of utilities or telecommunications, or other causes beyond MWI's control. MWI shall perform as soon as practicable after the cause of the delay is removed.

## 12. TAXES & SHIPPING CHARGES

You will pay all applicable shipping charges and sales taxes that arise because of the delivery of the products to you. You shall pay all shipping charges related to hazardous materials. The taxes and charges will appear on the invoice, or you will directly pay the shipper and tax authority.

## 13. RETURNS AND CREDITS

Unless you notify MWI of any errors within 24 hours of your receipt of the products, the shipment is deemed to be correct. MWI will grant credit for returned products only if: (a) you contact MWI prior to the return and obtain our Return Authorization ("RA"), (b) return the product within one year of purchase, and (c) return only unopened cartons. The amount of the credit shall be (a) 100% of the net purchase price for saleable products, (b) 80% of the net purchase price for controlled substances, diets returned due to overstock, and special order products, (c) 0% for products unsuitable for resale because of age, obsolescence, expiration, or approaching expiration, and (d) a variable amount, if any, as determined by the manufacturer's return policy for outdated and short-dated products. All returned products (whether or not authorized) become MWI's property. MWI will destroy all products that are not authorized to be returned, not returnable, or not creditable. Products that MWI authorizes to be returned will be picked up by UPS or MWI's representative. Controlled substances may only be returned by UPS. To return Class 2 and 2N controlled substances, MWI must send you a DEA Form 222 to enclose with the return. Class 3 and higher controlled substances do not require a DEA Form 222. Your MWI representative must process all returns of hazardous material. Hazardous material cannot be returned via UPS. You guarantee that the products listed on the RA were properly stored, handled and shipped so as to not affect quality, and that the credit will not exceed the product's actual purchase price.

## 14. DISCLAIMER & LIMITATION OF WARRANTIES & REMEDIES

**A. LIMITED WARRANTY.** All products are sold "AS IS AND WITH ALL DEFECTS." There are no warranties that extend beyond the description on the face of this limited warranty. MWI makes no warranties either express or implied regarding title, quality or conformity of the products, including without limitation no implied warranty of merchantability, no implied warranty of fitness for a particular purpose, and no implied warranty arising from any course of dealing, usage of trade or advertising, except the following express warranties: (1) the title conveyed is good, and its transfer rightful; (2) the products shall be delivered free of any security interest, lien or encumbrance, except for MWI's security interest; and (3) the products delivered will conform to the description, grade and condition of the products invoiced.

**B. REMEDIES.** Your exclusive remedy for breach of warranty is to return the products for refund of the purchase price, or repair and replacement of the nonconforming products. MWI has the exclusive right to select the remedy. MWI expressly excludes liability for incidental, consequential, exemplary, punitive and other damages.

**C. PAYMENT REQUIRED.** MWI's warranties are effective only if MWI has received payment in full for the products.

**D. MANUFACTURER'S WARRANTY.** The manufacturer of the products may provide its own warranty. MWI does not represent or warrant the existence or scope of manufacturer's warranty.

## 15. DISPUTES, & AUTHORIZATION FOR IDAHO VENUE & JURISDICTION

MWI's principal place of business and executive offices are located in Idaho. All disputes between you and MWI, and any guarantor and MWI, including but not limited to actions to obtain payment, are governed by Idaho law and the venue shall be located in Boise, Idaho. You expressly submit to the jurisdiction and venue of the state and federal courts in Boise, Idaho. You, MWI, and the guarantor, if any, are the only parties to this agreement, and there are no intended or incidental third party beneficiaries. In any dispute the prevailing party shall recover from the other party reasonable attorney fees and costs, collection agency fees, and any other costs incurred.

## 16. CHANGES IN TERMS

At MWI's sole discretion, MWI can change MWI's Terms of Sale at any time by notifying you at your statement address at least 30 days in advance of the effective date of the change. All changes to the Terms of Sale will apply to all purchases, returns or other transactions that occur on or after the effective date of the change, and will apply to any money that you owe to MWI on or after the effective date of the change, regardless whether your purchases or account entries that caused the money to be owed to MWI occurred before or after the effective date of the change. You agree with the Terms of Sale by making purchases, returns or other transactions with MWI, or by continuing to owe money to MWI, on or after the effective date of the change. If you disagree with the changes in the Terms of Sale, you shall stop any further transactions with MWI, and shall repay to MWI any money you owe MWI, before the effective date of the change.

AC#225073

STATE OF FLORIDA  
DEPARTMENT OF HEALTH  
DIVISION OF MEDICAL QUALITY ASSURANCE

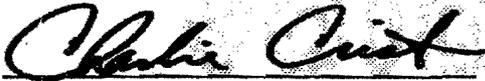
DATE	LICENSE NO.	CONTROL NO.
12/03/2008	PH 8706	40378

The **PHARMACY**  
named below has met all requirements of  
the laws and rules of the state of Florida.

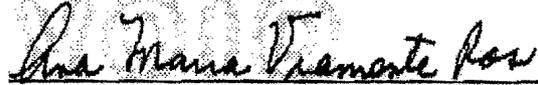
Expiration Date: **FEBRUARY 28, 2011**  
BOARD OF SUMTER COUNTY COMNRS  
SUMTER COUNTY ANIMAL MANAGEMENT  
819 CR 529  
LAKE PANASOFFKEE, FL 33538

**QUALIFICATION(S):**

ANIMAL CONTROL SHELTER



Charlie Crist  
GOVERNOR



Ana M. Viamonte Ros, M.D., M.P.H.  
STATE SURGEON GENERAL

DISPLAY IF REQUIRED BY LAW

BOARD OF SUMTER COUNTY COMMIS  
 DBA-SUMTER COUNTY ANIMAL MGT  
 819 CR 529  
 LAKE PANASOFFKEE, FL 33538-0000-000



DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
MB0019148	07-31-2012	FEE EXEMPT
SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
2N, 3N,	MLP-ANIMAL SHELTER	07-17-2009
BOARD OF SUMTER COUNTY COMMIS DBA-SUMTER COUNTY ANIMAL MGT 819 CR 529 LAKE PANASOFFKEE, FL 33538-0000		

**CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE**  
 UNITED STATES DEPARTMENT OF JUSTICE  
 DRUG ENFORCEMENT ADMINISTRATION  
 WASHINGTON D.C. 20537

This registration is only for use at Federal or State institutions.

Registered activity within schedule is restricted by your state.

Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

**THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IT IS NOT VALID AFTER THE EXPIRATION DATE.**

**CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE**  
 UNITED STATES DEPARTMENT OF JUSTICE  
 DRUG ENFORCEMENT ADMINISTRATION  
 WASHINGTON D.C. 20537

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
MB0019148	07-31-2012	FEE EXEMPT
SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
2N, 3N,	MLP-ANIMAL SHELTER	07-17-2009
BOARD OF SUMTER COUNTY COMMIS DBA-SUMTER COUNTY ANIMAL MGT 819 CR 529 LAKE PANASOFFKEE, FL 33538-0000		

This registration is only for use at Federal or State institutions.

Registered activity within schedule is restricted by your state.

Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

**THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IT IS NOT VALID AFTER THE EXPIRATION DATE.**

Form DEA-223 (4/07)



## Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14  
R. 04/05  
01/23/09

85-8012622366C-3	02/14/2009	02/28/2014	COUNTY GOVERNMENT
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

BOARD OF COUNTY COMMISSIONERS SUMTER  
COUNTY FLORIDA  
910 N MAIN ST  
BUSHNELL FL 33513-5006

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



## Important Information for Exempt Organizations

DR-14  
R. 04/05

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (FAC).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others by your organization of tangible personal property, sleeping accommodations or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, FAC).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third degree felony. Any violation will necessitate the revocation of this certificate.
6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Central Registration at 850-487-4130. The mailing address is PO BOX 6480, Tallahassee, FL 32314-6480.



# Long Live Pets

---

## IDEXX Shelter Savings

---

Date: August 24, 2009

To: Mark Gift

Shelter: Sumter County Animal Control

Telephone: (352) 793-1470

Fax: (352) 793-4982

Thank you for enrolling in IDEXX Shelter Savings. Your enrollment has been processed and you are now eligible to receive discounted pricing on our most popular SNAP\* tests.

Included is a copy of your IDEXX-Authorized form for your records and for reference when ordering SNAP tests through an authorized IDEXX distributor. Simply fax your form to your distributor as proof of eligibility to receive IDEXX Shelter Savings pricing. Please note that setting up a distributor account is the sole responsibility of the shelter.

Thanks again for participating in IDEXX Shelter Savings. Where it's your mission to connect pets and people, we're proud to support you in making sure each new relationship gets off to a healthy start.

If you have any questions or if we can be of any assistance, please call IDEXX customer service at 1-800-340-6296.

Warm regards,

Jim Morris  
Senior Marketing Manager

## IDEXX Shelter Savings Enrollment Form

IDEXX shares your commitment to the well-being of all companion animals, which is why we created IDEXX Shelter Savings. Where it's your mission to connect pets and people, we want to help you ensure each new relationship gets off to a great start. This money-saving offer is available to nonprofit shelters, SPCAs, rescue foundations and humane societies.

### Shelter Discount Pricing effective April 1, 2009.

Test	Qty/Box	Price/Test	Price/Box	Savings/Box	Discount
SNAP <sup>®</sup> Feline Triple™	30	\$12.38	\$371.25	\$123.75	25%
SNAP <sup>®</sup> FIV/FeLV Combo	30	12.38	371.25	123.75	25%
SNAP <sup>®</sup> Heartworm	30	5.18	155.25	51.75	25%
SNAP <sup>®</sup> FeLV	30	8.40	252.00	63.00	20%
SNAP <sup>®</sup> 4Dx <sup>®</sup>	30	9.72	291.60	72.80	20%
SNAP <sup>®</sup> 3Dx <sup>®</sup>	30	9.00	270.00	67.50	20%
SNAP <sup>®</sup> Parvo	5	11.52	57.60	14.40	20%
SNAP <sup>®</sup> Giardia	15	6.88	103.20	25.80	20%
SNAP <sup>®</sup> CPL™	10	10.80	106.00	26.50	20%

### To Enroll

1. Fax this form with proof of nonprofit status\* to 1-888-755-1660, 208296
2. IDEXX will review, sign and fax this form back to you with an IDEXX-authorized signature.†
3. Save the IDEXX Authorized Form to show your distributor that you qualify for shelter pricing.

\*IRS determination letter, state nonprofit registration, etc. To qualify for tax-exempt status, also fax in a sales/use tax-exemption certificate, state-issued tax-exemption letter, etc.

†Please allow 7 business days for processing.

NOTE: IDEXX reserves the right to cancel or modify this program at any time without notice.

Organization SUMTER COUNTY ANIMAL CONTROL SERVICES  
 Billing/Shipping Address 819 CR 529  
 City/State/ZIP Code LAKE PANASOFFKEE FL 33538  
 Telephone 352-793-1470 Fax 352-793-4982  
 E-mail MARK.GIFT@SUMTERCOUNTYFL.GOV

I certify that products obtained under this program will be used solely to test animals for our nonprofit organization.

Veterinarian Signature Michele McCutcheon State License Number FL 5783  
 Veterinarian Name (printed) MICHELE MCCUTCHEON Date 08-11-09

For questions about this program or to verify enrollment status, please contact the IDEXX Customer Service Department at 1-800-340-6296.

For IDEXX Use Only:

Accepted by IDEXX [Signature] 08/17/2009  
 IDEXX-Authorized Signature Date