

BEARS AGAINST MS LAYAWAY AGREEMENT

1095 Buckhead Dr. SW, Vero Beach, FL 32968

Complete (please print) and email to orders@bearsagainstms.com.

CUSTOMER NAME: _____ PHONE: _____

SHIPPING ADDRESS: _____

EMAIL ADDRESS (for invoicing): _____

BEAR(S) TO BE ADOPTED: _____

ADOPTION FEE(S): _____ = \$ _____

This line for **BAMS** Use Only: SALES TAX ____ % \$ _____ + SHIPPING \$ _____ = **TOTAL \$** _____

TERM: ____ MONTH LAYAWAY This info can be found under the Layaway & Payment Options tab on the bear's website listing page. Please only combine bears under one layaway agreement if their layaway lengths are the same - e.g. if one bear's layaway term is 3 months and another bear's layaway term is 4 months, do not combine. Instead, please complete two separate layaway agreements.

I wish to adopt the bear(s) specified under this layaway agreement. I have read and agree to the terms and conditions listed on page 2 of this agreement.

Customer Signature

DATE _____

BAMS VERIFICATION/ACCEPTANCE & APPROVAL _____

FOR YOUR USE

Use this area to note payment amounts (as noted under the Layaway & Payment Options tab on the bear's website listing page), when due and/or when paid.

\$ _____ Due _____ Paid _____

\$ _____ Due _____ Paid _____

\$ _____ Due _____ Paid _____

\$ _____ Due _____ Paid _____

\$ _____ Due _____ Paid _____

\$ _____ Due _____ Paid _____

Shipping \$ _____ Paid on _____

FOR **BAMS** USE ONLY

\$ _____ Invoiced _____ Paid _____

\$ _____ Invoiced _____ Paid _____

\$ _____ Invoiced _____ Paid _____

\$ _____ Invoiced _____ Paid _____

\$ _____ Invoiced _____ Paid _____

\$ _____ Invoiced _____ Paid _____

Special Conditions (if any):

Date Shipped: _____ via _____

Bears Against MS Layaway Agreement cont'd

We offer interest-free layaways with terms of 3 to 6 months. We process our layaways outside of our store website, in most cases by us sending you PayPal invoices each month. Layaways take the bears out of available inventory, meaning they can't be adopted by other collectors. Please do not enter into this layaway agreement unless you feel comfortable with being able to satisfy the payment terms. Please read the Terms and Conditions below before signing.

Terms & Conditions of Agreement:

1. Unless other arrangements are requested by you and agreed to by **Bears Against MS** and noted on page 1 of this agreement, the payment terms (monthly payment amounts) are as outlined under the Layaway & Payment Options tab on the bear's listing page on the **Bears Against MS** store website (<https://store.bearsagainstm.com>).
2. Shipping charges, if applicable, are additional and will be added to the final payment. See our website's Shipping Information page for shipping rates. Please note that some large/heavy bears (referenced as such on the bear's listing page) may incur an "Oversized Shipping Charge" even if the bear would otherwise qualify for free shipping based on the adoption fee. In these cases, while we can provide an estimate now (if requested), since carrier rates can change, you acknowledge that the actual amount won't be known until the bear is ready to be shipped.
3. PayPal invoices will be sent monthly (on the same day each month) and are due upon receipt. Note: The "sender" will be listed as **VM Gifts**. Or you can make payment by sending us a check each month, made payable to **VM Gifts** and mailed to the address at the top of page 1 (to be received by us by the due dates).
4. The initial payment will consist of two amounts – a \$25 per bear non-refundable/non-transferrable layaway payment (see #6) and a regular layaway payment, which together will total the amount specified as the first payment due on the bear's website listing page.
5. If an invoice is not paid within one week of our sending it or the due date if you are mailing a check (unless you request other arrangements and they are agreed to by **Bears Against MS** in its sole discretion), the layaway is subject to cancellation.
6. If the layaway is cancelled for any reason, a store credit will be issued for all payments already made, less a \$25 per bear non-refundable re-stocking fee. **No cash refunds on layaways.**
7. If you wish to pay off your layaway early or make larger payments than specified, you may do so. Please email us at orders@bearsagainstm.com, preferably prior to the date the invoice is due to be sent, and let us know what payment you wish to make.
8. For Florida residents, sales tax on the total adoption fee(s) will be added to the first payment. For residents of Colorado, Oklahoma, Pennsylvania, Puerto Rico, Vermont and any

foreign country, please read the applicable sales & use notification on this and the following page. If you are a U.S. resident but not a resident of one of the states listed, you can ignore the next two pages.

Sales & Use Tax Information:

The information on this and the following page is only applicable if you are a resident of Colorado, Oklahoma, Pennsylvania, Puerto Rico, Vermont or any foreign (non-U.S.) country.

COLORADO:

VM Gifts (aka **Bears Against MS**) is not required to, and does not, collect Colorado sales or use tax. Under Colorado law, purchases are not tax-exempt merely because they were made over the internet or because the seller is not required to collect Colorado tax. Colorado law requires Colorado purchasers to review untaxed purchases and, if any tax is owed, file a Colorado use tax return and pay any tax due. Visit <https://tax.colorado.gov/consumer-use-tax> for more information.

We will send you an annual customer notification by January 31st of the following year that summarizes all of your purchases with us in the previous calendar year to help you file your Colorado use tax return.

Please be aware that, depending on our total sales to Colorado consumers for the year, we may be required to provide the Colorado Department of Revenue with an annual statement that will include your name, billing and shipping address, and the total dollar amount of your purchases. We will not provide any details about your purchases from us.

FLORIDA:

The State of Florida requires that we collect and remit sales tax on the total sale price up-front, based on the layaway date, not spread over the different payment dates. Therefore 6% state sales tax plus any local option county discretionary sales tax (currently varies between 0% and 2%), calculated based on the full adoption fee, will be added to the first payment.

OKLAHOMA:

Sales or use tax may be due in connection with the purchase and delivery of tangible personal property to Oklahoma individuals and businesses. The purchaser is required to file a use tax return if tax is due in connection with the purchase and delivery of tangible personal property into Oklahoma. This notice is required pursuant to the provisions of 68 O.S. §§ 1392, 1393, 1394 and 1395.

VM Gifts (aka **Bears Against MS**) is required to provide an Annual Purchase Summary to each consumer and depending on our total annual sales potentially file an Annual Report with the State of Oklahoma listing all Oklahoma consumers and their aggregate purchases for the preceding year.

Sales & Use Tax Information (continued):

PENNSYLVANIA:

Pennsylvania sales tax is not collected on our sales. Therefore, you may be required to remit use tax directly to the Commonwealth on your purchase if the items are subject to Pennsylvania sales tax. To learn more about your use tax obligations under Pennsylvania law, visit <https://www.revenue.pa.gov/TaxTypes/SUT/UseTax/Pages/default.aspx>

Depending on our annual sales, VM Gifts (aka **Bears Against MS**) may be required to submit an annual report to the Pennsylvania Department of Revenue that includes the names of all purchasers in the Commonwealth and the total dollar amount of the purchases for each purchaser during the year from this remote seller.

PUERTO RICO:

Sales or use tax may be due in connection with the purchase and delivery of tangible personal property to Puerto Rico individuals and businesses. The purchaser is required to file a use tax return if tax is due in connection with the purchase and delivery of tangible personal property into Puerto Rico. This notice is required pursuant to the provisions of Act 25-2017.

VM Gifts (aka **Bears Against MS**) is required to provide an Annual Purchase Summary to each consumer and file Quarterly Reports with the Secretary of the Treasury listing all Puerto Rico consumers and their aggregate purchases for the preceding quarter.

VERMONT:

Sales and use tax may be due in connection with the purchase and delivery of tangible personal property to Vermont individuals and businesses. The purchaser is required to file a use tax return if tax is due in connection with the purchase and delivery of tangible personal property into Vermont. This notice is required pursuant to the provisions of Act 134 of 2016.

VM Gifts (aka **Bears Against MS**) is required to provide an Annual Purchase Summary to each consumer with aggregate purchases of \$500 or more during the preceding year.

OVERSEAS:

Overseas customers are responsible for any import charges (customs duty, VAT/GST, local processing/handling fees, etc.), if applicable. Once the package has cleared customs, you should be notified by the local taxing authority of any amounts due and the package will not be delivered until these charges are paid. If not paid within a certain time (varies by country), the package is usually automatically returned to the sender (see "Returns" on the Policies, Terms and Conditions page of the **Bears Against MS** store website https://store.bearsagainstms.com/Returns_df_10.html).