



5496 Lindbergh Lane, Bell, CA 90201
Phone: (323) 981-2800 | Fax: (323) 981-2840

Individual Foodservice's Credit Approval Process

Welcome to Individual Foodservice!

Please find attached our Credit Application package. We look forward to receiving your completed forms and having the opportunity to serve you.

We must ask that you provide complete addresses for the credit references. As a matter of legality and confidentiality, we do not provide credit references on the phone and find that most other companies have similar policies. After all, you would not want us to disclose your credit history on the phone to just anyone who calls and asks.

C.O.D. Accounts: If you choose to be a C.O.D. account, we still need the bank information completed if you will be paying by check. Only company checks in the name of the account established will be accepted.

Due to the fact that we do not sell to the general public, it is very important that you complete the California Resale Certificate.

We require that an Officer or Owner of your company sign all documents. We cannot process your application without proper signatures.

If you have any questions regarding your application, please contact our Credit Department. When completed, please fax all forms to the Credit Department at (323) 981-2840 and mail the original to the address above. The processing of your application takes an average of three to five days.

Thank you for the opportunity to serve you and we look forward to working with you in the future.

Yolanda Villasenor

Director of Credit & Collections



5496 Lindbergh Lane, Bell, CA 90201

Phone: (323) 981-2800 | Fax: (323) 981-2840 | Email: creditapp@indfood.com

DATE: _____

SALESREP NAME: _____

CREDIT ACCEPTANCE APPLICATION & MASTER PURCHASE AGREEMENT

THE GUARANTEE ATTACHED HERETO IS AN INTEGRAL PART OF THIS AGREEMENT

COMPANY LEGAL NAME: _____ DBA: _____

STREET: _____ CITY: _____ STATE: _____ ZIP: _____

TEL #: _____ FAX #: _____ CONTACT PERSON: _____ EMAIL: _____

ACCOUNTS PAYABLE CONTACT: _____ EMAIL: _____ FAX #: _____

SHIP TO (if different from above)

STREET: _____ CITY: _____ STATE: _____ ZIP: _____

IF COMPANY IS A BRANCH AND/OR SUBSIDIARY, LIST NAME, ADDRESS, & PHONE OF PARENT COMPANY BELOW.

NAME: _____ ADDRESS: _____ PHONE #: _____

TYPE OF BUSINESS: RESTAURANT DISTRIBUTOR/WHOLESALER OTHER: _____ # OF LOCATIONS: _____

OWN LEASE/RENT LANDLORD'S NAME & PHONE #: _____ HOW LONG? _____

SUPPLIERS: (Give only names of those you buy from on open account)

NAME	STREET	CITY/STATE/ZIP	PHONE NO.	ACCOUNT NO.
1. _____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____
3. _____	_____	_____	_____	_____

BANK REFERENCE:

BANK/CONTACT	STREET	CITY/STATE/ZIP	PHONE NO.	ACCOUNT NO.
_____	_____	_____	_____	_____

FORM OF BUSINESS: SOLE PROPRIETORSHIP PARTNERSHIP CORPORATION LLC

DATE BUSINESS STARTED/ASSUMED CONTROL: _____ FEDERAL ID NO.: _____

STATE OF INCORPORATION: _____ DATE INCORPORATED: _____

HAS CORPORATION BEEN REGISTERED WITH SECRETARY OF STATE? YES NO

STATE OF REGISTRY: _____ FILING DATE: _____

OWNER'S INFORMATION:

NAME & TITLE	EMAIL	SSN (Required)	HOME TEL #
_____	_____	_____	_____
HOME ADDRESS: _____		CDL#: _____	

The persons, partnerships, limited liability companies or corporations whose name is set forth above ("Buyer") certifies to INDIVIDUAL FOODSERVICE ("IFS") that the foregoing information is true and correct and acknowledges that Buyer is supplying such information to IFS to induce IFS to accept Buyer's checks for purchases by Buyer of merchandise from IFS. In the event that there is a change in the ownership or change in form of ownership of Buyer, Buyer agrees to immediately notify IFS in writing of such change. In the event Buyer fails to notify IFS of any change in ownership, Buyer shall remain liable for all purchases made by any such new entity or entities, subsequent to the change in the ownership or change in form of ownership of Buyer.

Buyer agrees that all of the terms and conditions of this Master Purchase Agreement ("Agreement") and IFS's invoices shall apply to all purchases of merchandise by Buyer from IFS and shall prevail over any inconsistent or different provisions of any purchase order from Buyer.

Claims of any kind or nature must be made in writing within ten (10) days after receipt of the goods. Any claims not made in writing within the time limits above set forth are specifically barred. Buyer must make available for inspection and examination by IFS all goods which Buyer claims to be defective. IFS may replace any goods claimed by Buyer to be defective within a reasonable time after Buyer makes them available for **inspection and examination and such replacement shall constitute a satisfaction and discharge of all claims of Buyer relative to goods so replaced.** Buyer's right to cancel goods by reason of defects shall at all times be limited to that portion of the goods actually defective.

I/We also agree that this Agreement was entered into, performed and executed in the City of Bell, Los Angeles County, CA. I/We **authorize IFS to run credit reports and/or confirm the information about my/our account to credit reporting agencies and others who request it.** I/We further agree to the terms and conditions printed on the front and back of invoices. I/We further authorize my/our bank to release general information to if the so request. I further declare that I have the authority to apply for credit on behalf of the above named entity. That upon **payment in full of any invoices this agreement will remain in effect and will apply to any and all purchases made thereafter.**

This Agreement shall inure to the benefit of IFS, its successors and assigns. It shall bind the Buyer, his/her/their legal representatives and **assigns. In the event it becomes necessary to incur collection costs or institute suit to collect any amount due under this Agreement or any portion thereof, IFS shall be entitled to recover its collection costs, charges and expenses including attorney's fees pursuant to this contract or CCP 1717.S whichever is greater.**

THIS DOCUMENT, WHEN ACCEPTED BY IFS, SHALL BE A LEGALLY BINDING CONTRACT BETWEEN THE PARTIES.

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

GUARANTEE:

To induce Individual Foodservice ("IFS") to accept the foregoing Purchase Agreement ("Agreement") and to sell merchandise to Buyer identified therein, the undersigned ("Guarantor") hereby unconditionally, absolutely and irrevocably agrees to guarantee Buyer's full performance of its obligations there under, whether past, present and/or future.

GUARANTOR agrees that GUARANTOR'S obligations under this Guarantee shall be joint and several with those of Buyer and that IFS shall **not be obligated to first exercise any remedy it may have against Buyer before proceeding against GUARANTOR. This Guarantee is a continuing guarantee.**

GUARANTOR(S) liability shall continue notwithstanding any incapacity, death or disability of any person or a change in ownership or **change in form of ownership of Buyer. The failure by IFS to enforce a claim against the estate (either in administration, bankruptcy or other proceeding)** of Buyer or any person shall not affect GUARANTOR' s liability hereunder, nor shall GUARANTOR be released from liability if recovery **from BUYER, any other GUARANTOR, or any other person, becomes barred by any statute of limitations or is otherwise prevented.**

GUARANTOR(S) waives and agrees not to assert or take advantage of the defense of the statute of limitations in any action hereunder, or for the collection of any credit hereby guaranteed. GUARANTOR(S) waives any defense he/she may have that IFS has waived any rights against Buyer, has relinquished any security, or has amended or modified the Agreement, all of which GUARANTOR(S) agrees IFS may do without GUARNATOR(S) consent or notice.

GUARANTOR(S) acknowledges that he/she/they is/are benefiting financially from the subject matter of this Guarantee, and that **he/she/they execute such Guarantee in the normal course of business.**

This Guarantee shall inure to the benefit of IFS, its successors and assigns and the assignees of any credit hereby guaranteed. It shall bind GUARANTOR(S), his/her/their legal representatives and assigns. If action is brought on the Guarantee, IFS shall be entitled to recover its actual attorney's fees and costs of suit pursuant to this contract or CCP 1717.S whichever is greater. This Guarantee is entered into in the County of Los Angeles, State of California.

Guarantor (Print Name) PRINCIPAL OR OWNER ONLY Date

Signature Date



5496 Lindbergh Lane, Bell, CA 90201
 Phone: (323) 981-2800 | Fax: (323)981-2840

LIMITED LIABILITY COMPANY

Full Name of LLC: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone #: _____ Fax #: _____ Federal ID #: _____

Last Date on which the *LLC* is to dissolve: _____

LLC is managed by:

One Manager Only

More than one Manager

Name	Title

LLC Capitalization: Please specify the capitalization rates of each of the *LLC* members:

Name	Social Security #	\$ Amt. of Capitalization	% Ownership

Note: A personal guaranty may be required after review of the *LLC* Capitalization information listed above

LLC Dissolution: Which events will cause the dissolution of this *LLC*?

withdrawal of member death of member registration of member

expulsion of member member bankruptcy addition of new member

The information submitted on this credit application addendum is warranted to be accurate and true. I hereby agree to notify Creditor of any change in *LLC* Members or dissolution due to changes. I am authorized to contractually bind this *LLC* and warrant that this authorized to operate as a Limited Liability Company in the state charted.

Signature: _____ Title: _____ Date: _____

Signature: _____ Title: _____ Date: _____