CUSTOMER APPLICATION

Customer # _____ Salesperson _____

Name of Firm or Individual _____

Billing Address _____ City _____ State _____ Zip _____

Delivery Address _____ City _____ State _____ Zip _____

Phone Number _____ Website Address _____

Contact Person — Position _____ Email Address _____

Requested Terms

☐ COD ☐ 14 Days ☐ Please Add me to the JD Food Newsletter

☐ Weekly ☐ Monthly

Hereby applies for credit in accordance with the terms and conditions of :

fresh.local.honest.food.

www.jdfood.com

Toll-Free : 800.464.6144

Phone : 559.445.1123 Option 5

Email : credit@jdfood.com

Return Address:

JD Food

4671 E. Edgar Ave

Fresno, CA 93725

BUSINESS FACTS :

☐ CORPORATION ☐ PARTNERSHIP ☐ LLC ☐ INDIVIDUAL ☐ NON-PROFIT

Incorporated under state laws of : _____ Fed Tax ID#: _____

Date of Incorporation or partnership agreement :_____

Legal Name: _____ DBA: _____ Country Where DBA is registered: _____

Is business a subsidiary or franchise? ☐ Yes ☐ No

If Yes, Name of Parent or Franchisor?_____

Their Address :_____

Length of time for Present Ownership : _____ Years _____ Months

Previous Customer : ☐ Yes ☐ No

If Yes, Under what name?_____

Does the Operator own Premises? ☐ Yes ☐ No

Person or Company holding mortgage or security interest :_____

_____

If Leasing, Name of Lessor : _____

Address : _____ City :_____ State :_____ Zip :_____

OWNERSHIP :

COMPLETE THE FOLLOWING FOR ALL CORPORATE OFFICERS, GENERAL PARTNERS OR PROPRIETORS

1. _____
Name and Title

_____
Home Address (NO P.O. Box)

_____
City, State, ZIP

_____
Home Phone #

_____
Social Security # Driver's License #

2. _____
Name and Title

_____
Home Address (NO P.O. Box)

_____
City, State, ZIP

_____
Home Phone #

_____
Social Security # Driver's License #

3. _____
Name and Title

_____
Home Address (NO P.O. Box)

_____
City, State, ZIP

_____
Home Phone #

_____
Social Security # Driver's License #

4. _____
Name and Title

_____
Home Address (NO P.O. Box)

_____
City, State, ZIP

_____
Home Phone #

_____
Social Security # Driver's License #

BANKING INFORMATION (or Attached Voided Check)

Name of Account Holder	Account #		Bank Officer
Bank Name	Phone #	Email Address	
Billing Address	City	State	Zip

TRADE REFERENCES : (Preferably other Food Distributors)

	Name	Email Address	Phone#	Contact
1.				
2.				
3.				

PURCHASE AGREEMENT :

Customer warrants the above information to be true and accurate. The customer hereby agrees that all purchases made from JD Food are subject the following terms and conditions.

1. If any amount due to JD Food is not paid in the said period, the Customer agrees to pay interest in the amount of 1.5% (18% per annum) of the delinquent balance which shall accrue from the day payment is due until paid.
2. In the event any payment made to JD Food is returned, rejected, or dishonored for any reason, including but not limited to insufficient funds, closed accounts, stopped payments, or payment disputes ("Returned Item(s)"), Customer shall pay JD Food a fee for each Returned Item.
3. The Customer understands and agrees that JD Food may cancel extension of credit, and/or discontinue deliveries at any time.
4. JD Food may, regardless of the terms stated on the invoices, require all outstanding amounts to be paid in full on demand in the event that sales to the customer are discontinued for any reason.
5. The Customer agrees that all transactions arising hereunder shall be governed and interpreted by the laws of the state of California. In the event that suit is filed to enforce payment of all sums due under this agreement, I/we agree to pay reasonable court costs and attorney fees. It is further agreed by parties hereto that this contract was executed in the county of Fresno, state of California, and that in the event suit is filed to enforce any terms of this contract, that the proper county of venue of the matter shall be the county of Fresno.
6. The Customer agrees to pay, in the event the account becomes delinquent, all JD Food attorney's fees associated with collection of the account plus all attendant collection costs whether litigation is initiated or not.
7. The Customer authorizes JD Food to inquire into and obtain from any bank, lending institution or credit reference, whether listed on the credit application or not, any and all information relating to Customer creditworthiness or financial condition.
8. The Customer Agrees that all sales are final. Acceptance of returned merchandise is subject to management approval.
9. This Agreement may be executed and delivered by electronic transmission which shall be deemed to be an original. The Parties further agree that any signature that is executed via Docusign is valid as a true and genuine signature and is binding and enforceable as if it is an original signature.

The undersigned agrees to the said terms of the above.

Signature _____ Title _____

Print Name _____ Date _____

GUARANTY :

In consideration for Credit which may be granted by JD Food and its subsidiaries to the above applicant corporation, I/we the undersigned, agree to further and wholly guarantee any debt incurred by _____ or it's agents, and I/we agree to the terms listed in the above agreement. This continuing personal guarantee for corporate debt may be revoked by the undersigned upon thirty days written notice to JD Food and its subsidiaries of the undersigned's intention to revoke said continuing personal guarantee. The undersigned shall remain liable for all charges incurred with JD Food and its subsidiaries prior to the end of said thirty day period.

It is further agreed by all parties hereto that this contract was executed in the County of Fresno, State of California and that in the event that suit is filed, I/we agree to pay reasonable court costs and attorney fees.

Guarantor

Signature _____ Print Name:_____ Date:_____

Address:_____ City:_____ State:_____ ZIP:_____

Phone:_____

Seller's Certificate

Firm Name _____

I HEREBY CERTIFY, that I hold a valid seller's permit no. _____. Issued pursuant to the Sales and Use Tax Law; that I am engaged in business of selling Food and Food related items. That the tangible personal property described herein, which I shall purchase from JD Food will be resold by me in the form of tangible personal property; PROVIDED, however, that in the event that any such property is used for any purpose other than retention, demonstration, or display while holding it for sale in the regular course of business, it is understood that I am required by the Sales and Use Tax Law to report and pay for the tax, measured by the purchase price of such property.

Description of property to be purchased : Food and Food related items

Dated :_____ Signature :_____

At :_____ (AM / PM) By and Title :_____

Phone :_____ Email :_____

OFFICE USE ONLY :

Results :

References :

1. _____

2. _____

3. _____

APPROVED / DISAPPROVED:_____ DATE:_____

CREDIT LIMIT:_____ BY:_____

Send Statement: ☐ Weekly ☐ Monthly ☐ 14 Day

Payment Terms Granted: ☐ Cash ☐ COD ☐ Net 7 ☐ 14-Day ☐ Weekly ☐ Monthly (Prox 10) ☐ Net 30

Notes: _____

_____

_____

Approved Terms Letter Sent Date : _____ Name: _____

Sales Tax Exemption #:_____

Estimated Weekly Sales Purchases:$_____

Special Instructions :_____

_____