

Office Address:  
300 N. Baldwin Park Blvd  
City of Industry, CA 91746  
Phone: (626) 430-9082  
Fax: (626) 430-2341  
www.jacmar.com



Remit To Address:  
Jacmar Foodservice Distribution LLC  
P.O. Box 743184  
Los Angeles, CA 90074-3184

## NEW ACCOUNT INFORMATION AND CREDIT APPLICATION

*Application will not be processed unless fully completed, legible and all pages signed.*

Legal Business Name: \_\_\_\_\_ New Owner(s)  Yes  No Years in business: \_\_\_\_\_  
DBA Name: \_\_\_\_\_  Proprietorship  Corporation  Limited Liability  
Federal Tax ID: \_\_\_\_\_ Business Lic. #: \_\_\_\_\_  Partnership  Government  Distributor  
State: \_\_\_\_\_ County: \_\_\_\_\_ Beer & Wine Lic. #: \_\_\_\_\_

Bill to Address: \_\_\_\_\_ Ship to Address: \_\_\_\_\_

Payables Contact: \_\_\_\_\_ Dept. hours: \_\_\_\_\_ Buyer Contact: \_\_\_\_\_ Dept. hours: \_\_\_\_\_  
Dept. Phone: \_\_\_\_\_ Ext: \_\_\_\_\_ Cell: \_\_\_\_\_ Dept. Phone: \_\_\_\_\_ Ext: \_\_\_\_\_ Cell: \_\_\_\_\_  
Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

### NAME(S) OF PRINCIPAL OWNER(S) / OFFICER(S) / PARTNER(S) / MANAGING MEMBER(S)

Name: _____	Title: _____	Name: _____	Title: _____
Home Address: _____		Home Address: _____	
City/State/Zip: _____		City/State/Zip: _____	
Rent: <input type="checkbox"/> YES <input type="checkbox"/> NO	Own: <input type="checkbox"/> YES <input type="checkbox"/> NO	Rent: <input type="checkbox"/> YES <input type="checkbox"/> NO	Own: <input type="checkbox"/> YES <input type="checkbox"/> NO
Home Phone: _____	Cell No. _____	Home Phone: _____	Cell No. _____
Social Security No.: _____		Social Security No.: _____	
Driver License No.: _____		Driver License No.: _____	
Issued State: _____	D.O.B.: _____	Issued State: _____	D.O.B.: _____

### Bank Reference:

Bank Name: \_\_\_\_\_  
Account Number: \_\_\_\_\_  
Branch officer: \_\_\_\_\_ Phone: \_\_\_\_\_

### Business Trade References:

1. Business Name: _____	2. Business Name: _____
Credit Dpt. Ph: _____ Fax # _____	Credit Dpt. Ph: _____ Fax # _____
3. Business Name: _____	4. Business Name: _____
Credit Dpt. Ph: _____ Fax # _____	Credit Dpt. Ph: _____ Fax # _____

## CREDIT AGREEMENT

1. **Change in Ownership:** Applicant agrees to notify Seller, in writing, by Certified Mail, Return Receipt Requested, of any changes in ownership, management, operation, and business structure of this business not less than 30 days prior thereto.
2. **Payment Terms:** Applicant agrees that payment for invoices will be remitted on or before the due date. Due date is calculated from shipping date [invoice date]. If payment is not received on or before a due date, amounts are deemed to be delinquent. Past due accounts may have shipments held or may be placed on a cash basis at Seller's option, Seller does not agree to accept any late payments. If, however, Seller does accept one or more late payments, such acceptance shall not be construed to be a waiver, express or implied, of its right to require future payments to be received on time without further notice.
3. **Seller's terms and conditions always apply.** No terms or conditions of purchase orders that are different from the terms of the Seller will become part of any sales agreement, purchase order or document unless specifically approved in writing by the Seller.
4. **Collection Fees:** It is understood that Seller may impose and collect its reasonable attorney's fees as well as finance charges on any delinquency, which charges will be the lesser of one and one half percent (1.5%) per month or the maximum lawful rate permitted by law with respect to any delinquent amount. Applicant additionally agrees to pay a twenty-five dollar (\$25.00) dishonored check fee for first time returned and additional thirty-five dollar (\$35.00) if returned for a second time on any check dishonored by its/their bank. For ACH returns there will be a fee of thirty-five dollar (\$35.00) fee.
5. **Legal Venue:** Applicant agrees to jurisdiction of any legal disputes wherein a legal action is deemed appropriate by Seller to be in the Superior Court of California, County of Los Angeles, on Jacmar Foodservice Distribution sales. In the event the applicant becomes delinquent in its account, Applicant agrees to pay expenses of any appeal, if applicable.
6. Applicant agrees that facsimile copy of a signed Agreement has the same effect as the original signed document.
7. **Returns/Credits:** No returns will be accepted without a valid return Credit Slip. All returns may be subject to a restocking charge.
8. **Credit terms:** All decisions with respect to the extension or continuation of credit shall be the sole discretion of the Seller. Applicant shall be bound by all of the terms set forth in this application. Seller may terminate or modify any credit availability at any time at its sole discretion.
9. **Title Passing:** Title of the product passes to Applicant for all shipments at the time product leaves Sellers shipping dock (FOB shipping dock).

**I HAVE READ, UNDERSTAND AND ACCEPT THE ABOVE TERMS AND CONDITIONS OF SALE.**

Terms Requested \_\_\_\_\_ Est. Weekly Orders \$ \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

X \_\_\_\_\_

Printed Name

X \_\_\_\_\_

Signature of authorized Applicant

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

X \_\_\_\_\_

Print Name of Jacmar Foodservice Representative

X \_\_\_\_\_

Signature of Jacmar Foodservice Representative

## **SELLER'S RESALE INFORMATION**

In order for you to purchase taxable products without Jacmar Foodservice Distribution including the California Sales or Use Tax, you must hold a valid seller's permit issued pursuant to the Sales and Use Tax Law, and must purchase the products for resale. In this case you are required by the Sales and Use Tax Law to report and pay the Tax directly to the State, measured by the purchase price of such property. A photocopy of your valid seller's permit must be provided to Jacmar Foodservice Distribution prior to the purchase of any taxable merchandise, for us to approve for Sales and Use Taxes to not be charged by us. Signature: \_\_\_\_\_ Valid California Seller's Permit for Resale No.: \_\_\_\_\_



# CREDIT APPLICATION SECURITY AGREEMENT

## Declaration

The signing of this application authorizes Jacmar Foodservice Distribution to perform the necessary credit investigation on the above company or individuals. I authorize the above references to release information necessary for Jacmar Foodservice Distribution to make an informed credit decision. Jacmar Foodservice Distribution is authorized to make all inquiries deemed necessary to determine my/our creditworthiness. Jacmar Foodservice Distribution is authorized to answer questions about their credit experience with us, and share this information with other institutions to secure financing.

## Release of Credit Information

The undersigned individual (Customer) who is either a principal or the credit applicant or a sole proprietorship of the credit applicant, recognizing that his or her individual credit history may be a factor in the evaluation of the credit history of the applicant, hereby consents to and authorizes the use of a consumer credit report on the Customer by the above named business credit grantor, from time to time as may be needed, in the credit evaluation process.

## Grant of Security Interest

To secure payment for all purchases from Secured Party, now and in the future, Debtor hereby grants Secured Party a continuing security interest in all of Debtor's presently owned or hereafter acquired (a) goods, (b) instruments, (c) promissory notes (d) Chattel paper including electronic chattel paper and tangible chattel paper, (e) documents, (f) books and records, (g) accounts, (h) accounts receivable, (i) equipment, (j) inventory, (k) commercial tort claims (l) general intangibles, (m) payment intangibles and (n) software, together with all proceeds and all support obligations thereof. Secured Party's security interest is explicitly limited to outstanding obligations between Secured Party and Debtor. The term "Obligations" as used in this Agreement shall mean and include all indebtedness, liabilities and obligations, liabilities and obligations of any nature, however arising whether monetary or otherwise, now existing or hereafter arising in favor of Secured Party, including any attorney's fees and expenses to which Secured Party may be entitled as further provided in this Agreement. The following constitute Customer defaults: Non-payment in timely fashion of Customer's indebtedness to Jacmar Foodservice Distribution bankruptcy, insolvency, or assignment for the benefit of creditors; misrepresentation in respect of any provision of this or any Agreement between Jacmar Foodservice Distribution and Customer. In the event of default Jacmar Foodservice Distribution may declare all unpaid balances due. Customer authorizes Secured Party to file a financing statement describing the collateral. In addition, Jacmar Foodservice Distribution hereby notifies its authorization for Secured Party to have filed in any jurisdiction any financing statements or amendments thereto if filed prior to the date hereof. Applicant authorizes Secured Party to file a Uniform Commercial Code (the "UCC") Financing Statements in the filing office of any jurisdiction(s) Secured Party deems to be appropriate pursuant to the UCC. Debtor waives its right to receive a verification statement evidencing the registration of a UCC/PPSA Financing Statement or UCC/PPSA Change Statement.

The information contained herein is submitted by Customer for the purpose of obtaining credit. Customer expressly agrees to make payment in full to you for the purchases in accordance with your invoice(s). Should Customer default in any such payment Customer expressly agrees to pay a late charge on any amounts in default at the maximum rate permitted by law, and, at your option, all amounts owed you by Customer shall become immediately due and payable. Customer further agrees to pay a reasonable attorney's fee and all other costs and expenses incurred by you in the collection of any obligation of Customer pursuant hereto. This agreement shall become effective when accepted by Customer.

By: \_\_\_\_\_

(Signature: if Sole Proprietor - owner/individual and spouse if married; if Corporation - President, Vice President, Treasurer or Secretary; if LLC - member; if Partnership - all partners)

Title: \_\_\_\_\_

(If Corporation, show title. If Partner or Owner, show which.)

By: \_\_\_\_\_

(Signature: if Sole Proprietor - owner/individual and spouse if married; if Corporation - President, Vice President, Treasurer or Secretary; if LLC - member; if Partnership - all partners)

Title: \_\_\_\_\_

(If Corporation, show title. If Partner or Owner, show which.)

## Guaranty

In consideration of credit being extend by Jacmar Foodservice Distribution to the Applicant identified above, whether Applicant be an individual or individuals, a proprietorship, a partnership, a corporation, or other entity, the undersigned guarantor or guarantors (collectively, the "Guarantor") each hereby (jointly and severally if more than one) unconditionally guarantee to Jacmar Foodservice Distribution the faithful payment when due, of all obligations of the Applicant to Jacmar Foodservice Distribution together with all fees and expenses incurred in a suit to enforce this Guaranty. The Guarantors each hereby expressly waive (1) all notice of acceptance of this guaranty, (2) all notices of extension of credit to Applicant, (3) presentment and demand for payment, (4) protest and notice to the Guarantors of dishonor or default by Application and (5) all other notices to Guarantors and all defenses given to sureties or guarantors at law or in equity other than payment. By signing below, the Guarantors authorize Jacmar Foodservice Distribution to make all inquiries deemed necessary to determine the creditworthiness of the Guarantors. Jacmar Foodservice Distribution is authorized to answer questions about its credit experience with the Guarantors and to provide information regarding its credit experience with the Guarantors. The Guarantors acknowledge that exception of this guaranty is a material part of the consideration upon which Jacmar Foodservice Distribution is relying on to extend credit to the Applicant, that this guaranty is executed as an inducement to Jacmar Foodservice Distribution to consummate such extension of credit, and that this Guaranty is in the Guarantors' interest and Guarantors' direct or indirect benefit.

By: \_\_\_\_\_

(Signature: if Sole Proprietor - owner/individual and spouse if married; if Corporation - President, Vice President, Treasurer or Secretary; if LLC - member; if Partnership - all partners)

Title: \_\_\_\_\_

(If Corporation, show title. If Partner or Owner, show which.)

By: \_\_\_\_\_

(Signature: if Sole Proprietor - owner/individual and spouse if married; if Corporation - President, Vice President, Treasurer or Secretary; if LLC - member; if Partnership - all partners)

Title: \_\_\_\_\_

(If Corporation, show title. If Partner or Owner, show which.)

**AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS (ACH DEBITS)  
JACMAR FOODSERVICE**

(FEIN: 95-2808722)

I (we) hereby authorize Jacmar Foodservice, hereinafter called COMPANY to initiate debit entries to my (our) Checking/Savings Account indicated below at the depository financial institution below, hereafter called DEPOSITORY, and to debit the same to such account. I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. Law.

Business/Account Name: \_\_\_\_\_ Jacmar Account Number: \_\_\_\_\_  
Address: \_\_\_\_\_

Depository Name: \_\_\_\_\_ Branch: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Account Type:  Checking  Savings  
(Check One)

Routing Number: \_\_\_\_\_ Bank Account Number: \_\_\_\_\_

This authorization is to remain in full force and effect until COMPANY has received written notification from me (or either of us) of it's termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it.

Name: \_\_\_\_\_ Email: \_\_\_\_\_  
(Please Print)

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

**A \$35.00 ACH INSUFFICIENT FUNDS FEE WILL BE CHARGED  
IF SUFFICIENT FUNDS ARE NOT AVAILABLE TO COVER AN ACH TRANSACTION**

ATTACH VOIDED CHECK HERE

**BELOW FOR CREDIT DEPARTMENT USE**

ACCOUNT #: \_\_\_\_\_ DELIVERY DAY(S): \_\_\_\_\_ ROUTE #: \_\_\_\_\_ OPEN/CLOSE TIME(S)

SALESPERSON #: \_\_\_\_\_ TAX COUNTY AND #: \_\_\_\_\_ SUBS Y/N

CREDIT CHECK BY: \_\_\_\_\_ TERMS GRANTED: \_\_\_\_\_ CREDIT LIMITS: \_\_\_\_\_ CREDIT AUTH BY: