



441 Houser Street, Cotati, California 94931-3034
 (707) 795-4489 • (800) 834-3441 • FAX (707) 795-2671
 www.cotatifoodservice.com • sales@cotatifoodservice.com

Customer Account Application

Legal Business Name: _____

Doing Business As: _____

| DELIVER TO: | BILL TO: |
|-------------------------|-------------------------|
| Business Name: _____ | Business Name: _____ |
| Address: _____ | Address: _____ |
| City, State, Zip: _____ | City, State, Zip: _____ |
| Phone: _____ | Phone: _____ |
| Fax: _____ | Fax: _____ |
| E-mail: _____ | E-mail: _____ |
| Buyer/Contact: _____ | A/P Contact: _____ |

BUSINESS TYPE

- | | | |
|-------------------------------------|--|---|
| <input type="checkbox"/> Restaurant | <input type="checkbox"/> School | <input type="checkbox"/> Hospital/Care Facility |
| <input type="checkbox"/> Fast Food | <input type="checkbox"/> Government | <input type="checkbox"/> Hotel/Motel |
| <input type="checkbox"/> Catering | <input type="checkbox"/> Institutional | <input type="checkbox"/> Other: _____ |

BUSINESS STRUCTURE

- | | |
|---|--|
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Corporation: ___ C ___ S ___ LLC ___ Private ___ Public |
| <input type="checkbox"/> Partnership/LLP: | <input type="checkbox"/> Franchisee of: _____ |
| State of _____ | <input type="checkbox"/> Non-profit: IRS 501(c)3 exemption status attached <input type="checkbox"/> Yes <input type="checkbox"/> No |

Affiliated Businesses: _____

Federal Tax ID#: _____ Social Security #: _____

County of Business Location: _____ Date Business Established: _____

Date Business Purchased: _____ Length of Ownership: _____

Previous Experience: _____ # of years: _____

Location: _____

Previous Experience: _____ # of years: _____

Location: _____

Building: Own Lease Date Purchased/Leased: _____

Mortgage/Lease Holder: _____

Contact: _____ Loan/Lease Exp. Date: _____

Address: _____

Phone: _____ E-mail: _____

Equipment/Fixtures: Own Lease Date Purchased/Leased: _____

Mortgage/Lease Holder: _____

Contact: _____ Loan/Lease Exp. Date: _____

Address: _____

Phone: _____ E-mail: _____



Customer Account Application

BANKING INFORMATION

| | | | |
|-------------------|-------|-------------------|-------|
| Bank #1: | _____ | Bank #2: | _____ |
| Contact: | _____ | Contact: | _____ |
| Address: | _____ | Address: | _____ |
| | _____ | | _____ |
| City, State, Zip: | _____ | City, State, Zip: | _____ |
| Phone: | _____ | Phone: | _____ |
| Fax: | _____ | Fax: | _____ |
| Account Type: | _____ | Account Type: | _____ |
| Opening Date: | _____ | Opening Date: | _____ |
| Account #: | _____ | Account #: | _____ |
| ABA Routing #: | _____ | ABA Routing #: | _____ |
| Acct Balance: | _____ | Acct Balance: | _____ |

PRINCIPAL INFORMATION

| | | | |
|----------------------|-------|----------------------|-------|
| Principal #1: | _____ | Principal #2: | _____ |
| Title/Position: | _____ | Title/Position: | _____ |
| Address: | _____ | Address: | _____ |
| | _____ | | _____ |
| City, State, Zip: | _____ | City, State, Zip: | _____ |
| Phone: | _____ | Phone: | _____ |
| Fax: | _____ | Fax: | _____ |
| E-mail: | _____ | E-mail: | _____ |
| Social Security: | _____ | Social Security: | _____ |
| Driver's License: | _____ | Driver's License: | _____ |

AUTHORIZATION FOR CREDIT REPORT

The undersigned is/are executing this Authorization for Credit Report individually for the purpose of authorizing Cotati Food Service to obtain a consumer report from time to time on the undersigned individual(s) through credit and consumer reporting agencies or other sources, in order to further evaluate the credit worthiness of such individual(s) in connection with the credit evaluation process and the proposed extension of business credit to the Applicant. The undersigned, as an individual, hereby knowingly consents to the use of such credit report in accordance with the federal fair credit reporting act as contained in 15 U.S.C. 1681, ET SEQ., as amended from time to time.

Applicant (Legal Business Name): _____

Principal #1: _____
 Signature: _____
 Title: _____ Date: _____

Principal #2: _____
 Signature: _____
 Title: _____ Date: _____



Customer Account Application

TRADE REFERENCES

| | | | |
|-------------------------|-------|-------------------------|-------|
| Company #1: | _____ | Company #2: | _____ |
| Business Type: | _____ | Business Type: | _____ |
| Contact: | _____ | Contact: | _____ |
| Address: | _____ | Address: | _____ |
| City, State, Zip: | _____ | City, State, Zip: | _____ |
| Phone: | _____ | Phone: | _____ |
| Fax: | _____ | Fax: | _____ |
| Length of Relationship: | _____ | Length of Relationship: | _____ |
| Credit Terms: | _____ | Credit Terms: | _____ |
| Credit Limit: | _____ | Credit Limit: | _____ |
| Company #3: | _____ | Company #4: | _____ |
| Type of Business: | _____ | Type of Business: | _____ |
| Contact: | _____ | Contact: | _____ |
| Address: | _____ | Address: | _____ |
| City, State, Zip: | _____ | City, State, Zip: | _____ |
| Phone: | _____ | Phone: | _____ |
| Fax: | _____ | Fax: | _____ |
| Length of Relationship: | _____ | Length of Relationship: | _____ |
| Credit Terms: | _____ | Credit Terms: | _____ |
| Credit Limit: | _____ | Credit Limit: | _____ |

INDIVIDUAL PERSONAL GUARANTY

The undersigned, ("Guarantor"), having a financial interest in Applicant, and benefiting from the transactions contemplated by this Application, hereby personally guarantees the payment by Applicant to Cotati Food Service ("Cotati Food Service") of all amounts due and owing now, and from time to time hereafter from Applicant to Cotati Food Service ("the Liabilities"). Guarantor expressly waives notice from Cotati Food Service of its acceptance and reliance on this Guaranty; notice of sales made to Applicant and notice default by Applicant. The obligations of Guarantor hereunder shall not be affected, excused, modified, or impaired upon the happening from time to time of any event. No set-off, counterclaim or reduction of any obligation, or any defense of any kind or nature, which Guarantor has or may have against Applicant or Cotati Food Service, shall be available hereunder to Guarantor against Cotati Food Service. In the event of a default by Applicant on its obligations to Cotati Food Service, Cotati Food Service may proceed directly to enforce its rights hereunder and shall have the right to proceed first against Guarantor, without proceeding with or exhausting any other remedies it may have. Guarantor (i) hereby acknowledges that he or she may have rights of indemnification, contribution, reimbursement or exoneration from Applicant if Guarantor performs his or her obligations under this Guaranty (collectively the "Rights"); (ii) understands the benefits of having such Rights; (iii) in further consideration of Cotati Food Service extending financial accommodations to Applicant, knowingly and voluntarily waives and relinquishes any Rights which may arise. Guarantor agrees to pay all fees, costs and expenses, including reasonable attorneys' fees, which may be incurred by Cotati Food Service in enforcing this Guaranty or protecting its rights following any default on the part of the Guarantor. Guarantor agrees that an interest charge of one and one-half percent (1.5%) per month, or the highest rate permitted by law, whichever is less, shall be assessed on any amount due and owing to Cotati Food Service by Guarantor under this Guaranty until collected. This Guaranty shall be binding upon Guarantor and Guarantor's heirs, successors, assigns, representatives and survivors, and shall inure to the benefit of Cotati Food Service, its successors, assigns, affiliates and shareholders and may be assigned by Cotati Food Service without notice to Guarantor. This Guaranty shall be governed by and interpreted under the laws and decisions of the state where Cotati Food Service's operating company is located, without regard to the conflicts of law provisions thereof ("the Applicable State"). Guarantor and Cotati Food Service irrevocably agree, and hereby consent and submit to, the non-exclusive jurisdiction of any state or federal court located in the Applicable State with regard to any actions or proceedings arising from, relating to or in connection with the Liabilities, this Guaranty or any collateral or security thereof. Guarantor hereby waives any right Guarantor may have to transfer or change the venue of any litigation filed in such courts. If executed by more than one, the obligations of Guarantor shall be joint and several and all references to the singular shall be deemed in the plural. Use of a corporate title shall in no way limit the personal liability of the personal guaranty signatory.

| | |
|----------------------------|------------|
| Guarantor #1 (Print Names) | _____ |
| Signature | _____ Date |
| Guarantor #2 (Print Name) | _____ |
| Signature | _____ Date |



Customer Account Application

TERMS AND CONDITIONS

This Customer Account Application ("Application") is made to Cotati Food Service ("Cotati Food Service") for the purpose of inducing Cotati Food Service to extend credit accommodations to the Applicant named below, and in accordance with the following terms:

1. Upon approval of this Application, Cotati Food Service, in its sole discretion and notwithstanding any request of Applicant, shall have the right to terminate Applicant's credit privileges under this Application at any time, without prior notice to Applicant, except as otherwise provided by law.
2. All purchases by Applicant of goods and/or services from Cotati Food Service will be made in accordance with the terms and conditions of this Application and any invoices and/or other documents evidencing Applicant's obligations to Cotati Food Service, all of which are incorporated herein by this reference.
3. The entire outstanding balance due to Cotati Food Service on all invoices shall become due in full immediately upon default in the payment of any invoice. Applicant agrees to pay interest in the amount of one and one-half percent (1.5%) per month, or the highest rate permitted by law, whichever is less, on any past due amounts until collected, and Applicant agrees to pay all costs of collection incurred by Cotati Food Service, including attorneys' fees and expenses, should a default in payment or any other obligation of Applicant to Cotati Food Service occur.
4. If this Application is not fully approved or if any other adverse action is taken with respect to the Applicant's credit with Cotati Food Service. Applicant has the right to request within 60 days of Cotati Food Service's notification of such adverse action, a statement of specific reasons for such action, which statement will be provided within 30 days of said request. The Federal Equal Credit Opportunity Act prohibits creditors from discrimination against credit applicants on the base of race, color, religion, national origin, sex, marital status, or age (provided that the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance programs, or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning the creditor is the Federal Trade Commission, Washington, D.C.
5. This Application and all transactions between Applicant and Cotati Food Service shall be governed by and interpreted in accordance with the laws and decisions of the County where Cotati Food Service's operating company, which provided this Application, is located without regard to the conflicts of law provisions thereof ("the Applicable State").
6. Applicant and Cotati Food Service irrevocably agree, and hereby consent and submit to the non-exclusive jurisdiction of any state or federal court located in the Applicable State, with regard to any actions or proceedings arising from, relating to or in connection with Applicant's obligations to Cotati Food Service or this Application. Applicant hereby waives any right Applicant may have to transfer or change the venue of any litigation filed in such courts.
7. Applicant is required to notify Cotati Food Service of any changes in ownership via certified mail. If Applicant ceases doing business with Cotati Food Service for any reason, Applicant will immediately purchase from Cotati Food Service all remaining proprietary/special order items in Cotati Food Service's inventory.
8. Applicant expressly agrees that Cotati Food Service shall not be responsible for any product nonconformity as to quantity, quality, or price, unless noted on the original delivery receipt at the time of delivery or unless Cotati Food Service is notified in writing of any such nonconformity within three (3) days of delivery, by certified mail.
9. Except as to quantity of goods ordered, no terms and conditions set forth in any purchase order or other form of Applicant will apply to sales by Cotati Food Service to Applicant.

The approximate initial amount of credit that Applicant requires per month shall not be binding upon Cotati Food Service, nor shall Cotati Food Service incur liability by granting, reducing, increasing or refusing such amount. Applicant hereby certifies that the information furnished under this Application and any other financial statements furnished in connection herewith is true and correct and that this information is being furnished to Cotati Food Service for the purpose of inducing Cotati Food Service to extend credit to Applicant, and understands that Cotati Food Service intends to rely upon such information. Applicant understands and agrees to be bound by the above terms and all invoices and other documents furnished by Cotati Food Service from time to time, all of which are incorporated herein by reference, and to advise Cotati Food Service of any material change in the information provided herein, including but not limited to, change of ownership, address or telephone number. Applicant understands that Cotati Food Service will retain the Application whether or not it is approved. Applicant hereby authorizes Cotati Food Service to check Applicant and Applicant's principals' credit history and trade, bank and personal references (whether or not referenced in this Application) for customary credit information, to confirm the information contained on the Application, including but not limited to, sending a copy hereof to the trade and bank references, and to release information to other creditors regarding Applicant's credit experience with Cotati Food Service.

Applicant (Legal Business Name)

Principal (Print Name)

Signature

Title

Date



Customer Account Application

CALIFORNIA RESALE CERTIFICATE

I HEREBY CERTIFY:

1. I hold valid seller's permit number: _____

2. I am engaged in the business of selling the following type of tangible personal property:

3. This certificate is for the purchase from Cotati Food Service of the item(s) I have listed in paragraph 5 below.

4. I will resell the item(s) listed in paragraph 5, which I am purchasing under this resale certificate in the form of tangible personal property in the regular course of my business operations, and I will do so prior to making any use of the item(s) other than demonstration and display while holding the item(s) for sale in the regular course of my business. I understand that if I use the item(s) purchased under this certificate in any manner other than as just described, I will owe use tax based on each item's purchase price or as otherwise provided by law.

5. Description of property to be purchased for resale:

6. I have read and understand the following:

For Your Information: A person may be guilty of a misdemeanor under Revenue and Taxation Code section 6094.5 if the purchaser knows at the time of purchase that he or she will not resell the purchased item prior to any use (other than retention, demonstration, or display while holding it for resale) and he or she furnishes a resale certificate to avoid payment to the seller of an amount as tax. Additionally, a person misusing a resale certificate for personal gain or to evade the payment of tax is liable, for each purchase, for the tax that would have been due, plus a penalty of 10 percent of the tax or \$500, whichever is more.

Purchaser (Legal Business Name)

Authorized Agent (Print Name)

Signature

Title

Date