



• 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: \_\_\_\_\_

Check here if shipping address is same as above

**SHIP TO** (if different from above)

STREET: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

DELIVERY HOURS REQUESTED: \_\_\_\_\_ TO \_\_\_\_\_

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: \_\_\_\_\_ FEDERAL ID NO.: \_\_\_\_\_

(ASSUMED CONTROL)

STATE OF INCORPORATION: \_\_\_\_\_ DATE INCORPORATED: \_\_\_\_\_

**OWNER'S INFORMATION:**

HAS CORPORATION BEEN REGISTERED WITH SECRETARY OF STATE?  YES  NO

STATE OF REGISTRY: \_\_\_\_\_ FILING DATE: \_\_\_\_\_

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 1717.5 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 1717.5 whichever is greater. This Guarantee is entered into in the County of Los Angeles, State of California.

\_\_\_\_\_  
Guarantor (Print Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ORIGINAL MUST BE MAILED**



5496 Lindbergh Lane \* Bell, CA 90201  
Phone: (323) 981-2800 Fax: (323) 981-2820

## CALIFORNIA RESALE CERTIFICATE

\_\_\_\_\_  
Name of Purchaser

\_\_\_\_\_  
Address of Purchaser

I hereby certify that I hold valid reseller permit No. \_\_\_\_\_ issued  
Pursuant to the Sales and Use Tax Law; that I am engaged in the business of selling:

\_\_\_\_\_; that  
the tangible personal property described herein which I shall purchase from INDIVIDUAL FOODSERVICE will be  
resold by me in the form of tangible personal property; provided; however, that in the event any of 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 tax, measured by the purchase price of such property or other authorized amount. Description of  
property to be purchased: \_\_\_\_\_

\_\_\_\_\_  
Signature of Purchaser or Authorized Agent

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

By checking this box you understand that the form is not yet completed and that a signature is required (see pages 3 and 4).  
Please print this form, sign it, and deliver it to: creditapp@indfood.com or via fax at (323) 981-2840.