



# ACCOUNT APPLICATION

## BUSINESS CONTACT INFORMATION

Name of Legal Entity \_\_\_\_\_  
Trade Name \_\_\_\_\_  
Phone \_\_\_\_\_  
Fax \_\_\_\_\_  
E-mail \_\_\_\_\_  
Company Address \_\_\_\_\_  
\_\_\_\_\_

Incorporation Date \_\_\_\_\_  
Type of Business:  Sole proprietorship  
 Incorporated Business  
 Partnership  
 Corporation  
 Other  
Accounts Payable E-Mail \_\_\_\_\_  
Accounts Payable Phone \_\_\_\_\_

## BANKING INFORMATION

Bank Name \_\_\_\_\_  
Bank Address \_\_\_\_\_  
\_\_\_\_\_

Phone \_\_\_\_\_  
Account Number \_\_\_\_\_  
Type of Account  Savings  Chequing  Other  
\* Please include a void cheque

## BUSINESS OWNER CREDIT INFORMATION

Name of Owner 1 \_\_\_\_\_  
Phone \_\_\_\_\_  
Address \_\_\_\_\_

Name of Owner 2 \_\_\_\_\_  
Phone \_\_\_\_\_  
Address \_\_\_\_\_

Date of Birth \_\_\_\_\_  
E-Mail \_\_\_\_\_  
Driver's License Number \_\_\_\_\_

Date of Birth \_\_\_\_\_  
E-Mail \_\_\_\_\_  
Driver's License Number \_\_\_\_\_

## BUSINESS/TRADE REFERENCES

Company Name 1 \_\_\_\_\_  
Address \_\_\_\_\_

Phone \_\_\_\_\_  
Fax \_\_\_\_\_  
E-mail \_\_\_\_\_

Company Name 2 \_\_\_\_\_  
Address \_\_\_\_\_

Phone \_\_\_\_\_  
Fax \_\_\_\_\_  
E-mail \_\_\_\_\_

## IMPORTANT NOTES

Is the applicant a non-profit or Corporation?  Yes  No

Please add me to the Flanagan e-newsletter list. I will receive foodservice tips, trends, product info and recipes delivered to my inbox monthly  Yes  No

## AGREEMENT

- 1) FOR AND IN CONSIDERATION OF THE SELLER EXTENDING CREDIT TERMS TO THE PURCHASER, THE PURCHASER AGREES TO PAY ANY AND ALL AMOUNTS TO THE SELLER, WHETHER NOW EXISTING OR HEREINAFTER INCURRED, IN ACCORDANCE WITH THE TERMS GRANTED.
- 2) IN THE EVENT THAT THE PURCHASER FAILS TO PAY ANY AMOUNT DUE TO THE SELLER WITHIN THE TERMS GRANTED, THE AMOUNT DUE WILL BE CONSIDERED TO BE OVERDUE (THE "OVERDUE AMOUNT"). THE PURCHASER AGREES TO PAY ON DEMAND ANY OVERDUE AMOUNT TO THE SELLER WITH INTEREST. INTEREST IS CHARGED AT A RATE OF 2% PER MONTH (26.82% PER ANNUM) ON ALL OVERDUE AMOUNTS. IF ANY COLLECTION CHARGES ARE INCURRED THEY WILL BECOME PART OF THE INDEBTNESS AND AS SUCH ARE SUBJECT TO THE SAME TERMS AND CONDITIONS.
- 3) PRICING AND/OR TERMS MAY BE CHANGED AT ANY TIME WITHOUT ADVANCED NOTICE SUBJECT TO THE SELLER'S DISCRETION. THIS IN NO WAY NEGATES THE LEGALITY OF THIS AGREEMENT.
- 4) ALL PAYMENTS RETURNED 'NON-SUFFICIENT FUNDS' BY THE BANKING INSTITUTION WILL BE SUBJECT TO A \$45.00 SERVICE CHARGE (SUBJECT TO CHANGE).
- 5) PURCHASER MUST NOTIFY THE SELLER IN WRITING OF ANY CHANGE IN OWNERSHIP OF THE RELATED BUSINESS, ANY AMOUNTS OWING WILL BE DUE IN FULL IMMEDIATELY AND ARE NOT TRANSFERABLE. CREDIT TERMS WILL BE REVOKED UNTIL SELLER ESTABLISHES A CREDIT RELATIONSHIP WITH THE NEW PURCHASER.
- 6) THIS CREDIT APPLICATION WILL BE GOVERNED BY THE LAWS OF THE PROVINCE OF ONTARIO AND JURISDICTION RELATING TO ANY LEGAL DISPUTE SHALL BE RESOLVED IN THAT PROVINCE. FURTHERMORE ALL PARTIES AGREE THAT THE CITY OF KITCHENER IS A PROPER FORUM TO CONDUCT ALL MATTERS UNDER THIS AGREEMENT INCLUDING LITIGATION.
- 7) I/WE CERTIFY THAT ALL INFORMATION ON THIS FORM IS CORRECT AND COMPLETE AND TRUE IN ALL RESPECTS. IN THE EVENT OF A CHANGE IN THE INFORMATION ON THIS FORM, PURCHASER AGREES TO ADVISE THE SELLER WITHIN FIVE (5) BUSINESS DAYS OF ANY SUCH CHANGES. FAILURE TO DO SO WILL RESULT IN ALL OUTSTANDING AMOUNTS BECOMING IMMEDIATELY DUE AND PAYABLE TO THE SELLER AND TERMS WILL BE REVOKED UNTIL A NEW AGREEMENT IS ENTERED INTO.
- 8) I/WE AUTHORIZE THE SELLER TO REQUEST AND OBTAIN ANY FORM OF INFORMATION FROM CREDIT REPORTING AGENCIES, LENDING INSTITUTIONS, TRADE OR PERSONAL REFERENCES FOR THE PURPOSES OF ESTABLISHING AN ACCOUNT AND UNDERSTAND THIS WILL BE DONE ON AN ONGOING BASIS FROM TIME TO TIME AT THE SELLERS DISCRETION. ALL INFORMATION OBTAINED BY THE SELLER MAY BE TRADED WITH OTHER COMPANIES FOR CREDIT GRANTING PURPOSES IN ACCORDANCE WITH OUR PRIVACY POLICY.
- 9) YOUR ACCOUNT IS CONSIDERED TO BE IN GOOD STANDING WHEN YOU ARE IN FULL COMPLIANCE WITH ALL OF THE TERMS OF THIS AGREEMENT. YOUR ACCOUNT WILL NOT BE IN GOOD STANDING, AND YOU WILL BE IN DEFAULT OF THIS AGREEMENT, IF YOU FAIL TO MAKE ANY PAYMENT BY THE PAYMENT DUE DATE OR YOU FAIL TO COMPLY WITH ANY OTHER TERMS OF THIS AGREEMENT. IF YOU ARE IN DEFAULT, WE CAN DEMAND IMMEDIATE PAYMENT OF ALL AMOUNTS OWING ON YOUR ACCOUNT WITH US AND ANY OF OUR RELATED COMPANIES. IN ADDITION, WE MAY DEDUCT MONEY FROM ANY OTHER ACCOUNTS THAT YOU HAVE WITH US OR WITH ANY OF OUR RELATED COMPANIES, AND USE IT TO PAY THE AMOUNT THAT YOU OWE US, WITHOUT NOTICE TO YOU. OUR FAILURE TO EXERCISE ANY OF OUR RIGHTS WHEN YOU ARE IN DEFAULT DOES NOT RESTRICT US FROM EXERCISING THOSE RIGHTS AT ANY LATER TIME.

## SIGNATURES

**Signature 1** \_\_\_\_\_  
**Name and Title** \_\_\_\_\_  
**Date** \_\_\_\_\_

**Signature 2** \_\_\_\_\_  
**Name and Title** \_\_\_\_\_  
**Date** \_\_\_\_\_

## PERSONAL GUARANTEE

I (Legal Name) \_\_\_\_\_ FOR AND IN CONSIDERATION OF YOUR EXTENDING CREDIT AT MY REQUEST, TO (Name of Business Entity) \_\_\_\_\_, UNCONDITIONALLY GUARANTEE PAYMENT OF ANY AND ALL OBLIGATIONS OF THE NAMED COMPANY TO THE SELLER, WHETHER NOW EXISTING OR HEREINAFTER INCURRED. I FURTHER AGREE TO BIND MYSELF, AS PRINCIPAL AND NOT AS SURETY TO PAY ON DEMAND ANY SUM WHICH IS DUE BY THE PURCHASER TO THE SELLER WHENEVER THE PURCHASER FAILS TO PAY SAME. IT IS UNDERSTOOD THAT THIS GUARANTEE SHALL BE AN ABSOLUTE, CONTINUING AND IRREVOCABLE GUARANTEE FOR SUCH INDEBTEDNESS OF THE PURCHASER REGARDLESS OF ANY CHANGES IN PRICING OR TERMS. IN THE EVENT THAT MORE THAN ONE PARTY ENGAGES INTO THIS GUARANTEE AS A GUARANTOR, THEN EACH GUARANTOR AGREES TO BE JOINTLY AND SEVERALLY LIABLE FOR THE INDEBTEDNESS AND, IN ALL INSTANCES HEREIN, THE SINGULAR SHALL BE CONSTRUED TO INCLUDE THE PLURAL.

**Signature 1** \_\_\_\_\_  
**Name and title** \_\_\_\_\_  
**Date** \_\_\_\_\_

**Witness** \_\_\_\_\_  
**Date** \_\_\_\_\_  
**Proof of ID** \_\_\_\_\_

**Signature 2** \_\_\_\_\_  
**Name and Title** \_\_\_\_\_  
**Date** \_\_\_\_\_

**Witness** \_\_\_\_\_  
**Date** \_\_\_\_\_  
**Proof of ID** \_\_\_\_\_

**INTERNAL USE ONLY**

Sales Representative \_\_\_\_\_  
Type of Business \_\_\_\_\_  
Licensed to Sell Alcohol  Yes  No  
New Business?  Yes  No  
Chain Code \_\_\_\_\_  
Authorized Product List  Yes  No  
Value of 1<sup>st</sup> Order \_\_\_\_\_  
EDI Code \_\_\_\_\_  
New Customer?  Yes  No  
Existing Customer?  Yes  No

Pricing Reference \_\_\_\_\_  
Terms Recommended \_\_\_\_\_  
COD Cheque  
Net 7 Days  
Net 14 Days  
Other \_\_\_\_\_  
Quote Reference Number \_\_\_\_\_  
1<sup>st</sup> Order Date \_\_\_\_\_  
ID Verified  DL  Status Card  Passport  
Buying from Other Suppliers?  Yes  No  
Other Supplier \_\_\_\_\_

**DELIVERY INSTRUCTIONS**

Hours Open for Delivery \_\_\_\_\_  
Weekly Purchases \_\_\_\_\_  
Minimum Order Value \_\_\_\_\_  
Back Orders Allowed  Yes  No  
Substitutes  Yes  No  
Special Delivery Instructions \_\_\_\_\_  
\_\_\_\_\_

Requested Delivery Days  Monday  
 Tuesday  
 Wednesday  
 Thursday  
 Friday  
 Saturday  
 Sunday

**CREDIT DEPARTMENT**

Terms Granted \_\_\_\_\_  
Account Number \_\_\_\_\_  
Welcome Package Mailed  Yes  No

Approved by \_\_\_\_\_  
Entered by \_\_\_\_\_  
Date Mailed \_\_\_\_\_