



CUSTOMER ACCOUNT APPLICATION



WWW.DENNISFOODSERVICE.COM

1-800-439-2727

Customer Account Application

Date: _____

DSR: _____

This application must be completed in full (including guarantee) and must be approved by credit department personnel of Dennis Food Service prior to terms being extended.

Billing Address

APPLICANT LEGAL NAME (INC, LLC, LP)

TRADE NAME (DBA)

BILLING ADDRESS

CITY / STATE / ZIP

Shipping Information

TRADE NAME (DBA)

SHIPPING ADDRESS

CITY / STATE / ZIP

PHONE NUMBERS

Nature of Business

Type of Ownership: Corporation Partnership Proprietorship LLC Non-Profit Franchise of: _____

Length of Time in Business _____ State of Business Registration _____ Federal ID # _____

Property: Owned Lease Landlord Name: _____

Resale Certificate Information - Please Attach Current Copy

Please Note: Tax will be charged without current documentation provided.

Accounts Payable Contact

Accounts Payable Contact Name _____

Phone Number _____ Fax Number _____

Email Address _____

Email Contact(s) to Receive Statements and Electronic Invoice Copies

Email Address(es):

Trade Suppliers (please provide 3)

Name	City / State	Account Number	Phone Number
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Financial Partners

Name _____ Bank Address _____ Phone _____

Account # _____ Bank Officer _____

I hereby authorize our bank(s) to release any information necessary to assist in establishing credit terms.

Signed _____ Title _____ Date _____

Principal Owners

NAME	NAME	NAME
TITLE	TITLE	TITLE
HOME ADDRESS	HOME ADDRESS	HOME ADDRESS
CITY / STATE / ZIP	CITY / STATE / ZIP	CITY / STATE / ZIP
HOME PHONE NUMBER	HOME PHONE NUMBER	HOME PHONE NUMBER
SOCIAL SECURITY NUMBER	SOCIAL SECURITY NUMBER	SOCIAL SECURITY NUMBER
DATE OF BIRTH	DATE OF BIRTH	DATE OF BIRTH

Personal Guarantee

I, the undersigned, hereby personally guarantee to the aforesaid Seller payment of any obligation of the aforesaid Purchaser and hereby bind myself to pay you on demand any sum which may become due to you by the Purchaser whenever the Purchaser shall fail to pay the same. It is understood that this guarantee shall be a continuing and irrevocable guarantee and indemnity for such indebtedness of the Purchaser. I hereby waive notice of default, non-payment and notice thereof and consent to any modification or renewal of the credit agreement hereby guaranteed, and to all renewals of extension of credit. I further agree to pay, in the event the account becomes delinquent and is turned over to any attorney or collection agency for collection, a reasonable fee, and in no event shall such reasonable fee be less than 33 1/3% of the balance due plus all attendant collection costs. USE OF A CORPORATE TITLE SHALL IN NO WAY LIMIT THE PERSONAL LIABILITY OF THE SIGNATORY.

Guarantor's Signature	Date	Guarantor's Signature	Date
Printed Name		Printed Name	
Social Security Number		Social Security Number	
Home Address		Home Address	
Witness Signature	Date	Witness Signature	Date

Authorization for Credit

The undersigned hereby consents to Dennis Food Service use of a consumer credit report on the undersigned in order to further evaluate the creditworthiness of the undersigned as principal(s), proprietor(s), and /or guarantor(s) in connection with the extension of business credit as contemplated by this application. The undersigned hereby authorizes Dennis Food Service to utilize a consumer credit report on the undersigned from time to time in connection with the extension of the business credit represented by this credit application. The undersigned as (an) individual(s) hereby knowingly consent(s) to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15 U.S.C. @ 1680 et seq.

Signature	Date	Signature	Date
Printed Name		Printed Name	

Terms and Conditions

Parties hereby agree that purchases made and extensions of credit are subject to the following terms and conditions:

1. All invoices are due and payable without discount on or before expiration of the terms assigned to Account, and the terms have been explained to me. Any claims that merchandise has not been received in whole or part or has been received in a damaged or spoiled condition in whole or part shall be made before the statement for such merchandise is due; Purchaser agrees that all such claims are waived and released if not made by such date. All sums received by Seller shall first be applied to oldest charges, then to the next oldest, and so forth. Purchaser agrees to pay interest on all past due sums at the rate of 18 percent per annum or the maximum allowable by law, whichever is less.
2. The undersigned Purchaser agrees to pay Seller a service charge of \$40.00 for each returned item (whether check or ACH) that is dishonored for any reason. Fees are subject to change at the discretion of Dennis Food Service.
3. No credit will be extended unless the personal guarantee set out below is signed by a proprietor, partner, officer, or shareholder. In the event this guarantee is executed by more than one person, then, in such event the liabilities and obligations of the undersigned hereunder shall be joint and several and the relative words herein shall be read as if written in the plural.
4. The applicant specifically agrees that if credit availability is extended to the applicant, Dennis Food Service reserves the right at any time to suspend, terminate or alter credit availability and terms, in whole or part, when in its opinion the financial condition or business practices of the applicant warrants. In such case, in addition to any other remedies, cash payment or satisfactory security may be required before shipment or delivery. Any failure to pay an invoice when due makes the unpaid amount of all outstanding invoices immediately due and payable irrespective of their terms should Dennis Food Service so elect and Dennis Food Service may withhold all deliveries until the full amount due under such invoices is settled. Acceptance by Dennis Food Service less than the full payment due shall not be a waiver of any of its rights or remedies and no waiver by either party of any default shall be deemed a waiver of any subsequent default. Upon approval of this Application and Agreement, Dennis Food Service in its sole discretion and notwithstanding any request of Applicant, will assign Applicant a maximum credit line (if applicable) and shall have the right to increase, decrease, or terminate Applicant's line of credit under this Application and Agreement at any time without prior notice to Applicant. If the applicant's sales or projected sales, equals or exceeds \$75,000 per month, a financial statement will be required to be submitted with the credit application and thereafter on an annual basis.
5. The undersigned Purchaser agrees to pay, in the event the account becomes delinquent and is turned over to an attorney or agency for collection, a reasonable fee. In no event shall reasonable fee be less than 33 1/3% of the balance or such fees as awarded by the court, whichever is greater plus all attendant collection costs.
6. The undersigned agrees to notify Seller by certified mail of any change of ownership of the Customer or of any change of financial status which renders or threatens to render the customer insolvent and further agrees to be liable for all purchases should the undersigned fail to comply with said notification.
7. The parties hereby acknowledge that the statements for goods and/or services purchased from Seller are not payable in installments, but are payable in full as stated herein.
8. The covenants, waivers, releases, and promises aforesaid are made in consideration of Seller extending Credit to the Purchaser on open account.
9. Seller may require that a new account application be filed at any time and may terminate credit if such application is not filed.
10. This account application and the following personal guarantee shall apply to all sales made by Seller to Purchaser and not merely to the business location or operation noted herein.
11. Purchaser warrants to Seller that all financial information furnished for the purpose of obtaining credit is true, correct and complete in all material respects, and Purchaser authorizes Seller to investigate all references and credit reports pertaining to the credit and financial responsibility of Purchaser. Purchaser authorizes Dennis Food Service to check Purchaser's and Purchaser's principals credit history including trade, bank, and personal references and to release information to other creditors regarding Purchaser's credit experience with Dennis Food Service.
12. The Purchaser agrees that all transactions arising shall be governed and interpreted by the laws of the state in which Dennis Food Service branch supplying the Purchaser is located. The Purchaser agrees that venue of any action to enforce this agreement shall be in the county in which the Dennis Food Service branch supplying the Purchaser is located.
13. If Purchaser provides Dennis Food Service with key access for early or after hours delivery ("Key Drop"), Purchaser hereby waives any and all claims, actions or suits against Dennis Food Service arising out of or in any way connected to the Key Drop delivery.
14. If Purchaser ceases doing business with Dennis Food Service for any reason, Purchaser will immediately purchase from Dennis Food Service all remaining proprietary and special order items in Dennis Food Service inventory.
15. If Dennis Food Service grants credit terms to Purchaser pursuant to this agreement, then Purchaser grants to Dennis Food Service a purchase money security interest in all goods sold or equipment leased, and a security interest in all other personal property of Purchaser ("Collateral") to secure payment of all goods purchased on credit, without limitation, from Dennis Food Service. "Collateral" includes by way of example and without limitation, all goods, equipment, inventory, vehicles, fixtures, work in process, accounts receivable, instruments, chattel paper, causes of action, general intangibles, including any liquor license and all proceeds thereof. Purchaser grants Dennis Food Service the authority to file any financing statement or continuation or other document needed to perfect Dennis Food Service's security interest. Purchaser agrees that any delay by Dennis Food Service in perfecting its security interest in the Collateral shall be without prejudice to Dennis Food Service's right to perfect its interest in the future, in the sole discretion of Dennis Food Service.
16. Perishable Agricultural Commodities Act. Applicant and Dennis agree that for the sale of all products subject to the provisions of 7 U.S.C. Sections 499a through 499t and 7 C.F.R. Section 46.2 (u) ("PACA Products"), the terms of payment to Dennis for such PACA Products shall be thirty (30) days from the date of invoice ("PACA Payment Terms"). Both parties further agree to file and maintain a copy of this agreement in their respective records and that the terms of payment for all PACA Products as agreed in this paragraph will be disclosed on all documents relating to each PACA transaction between the parties in a manner consistent with the terms of this paragraph. The PACA Payment Terms stated Terms in this paragraph shall supersede all other agreements, customs, and practices between these parties relating to the payment terms for PACA Products. For any transactions between the parties involving both PACA Products and non-PACA products, the PACA Payment Terms shall be used.

Purchaser (Company Name)

Date

Signature of Proprietor, Partner or Officer

Printed Name

The Federal Equal Credit Opportunity Act (ECOA) prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided 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 program; or 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 this creditor is the Federal Trade Commission.

PROTECT YOUR IDENTITY WITH BANK-TO-BANK EFT



THE EFT ADVANTAGE

ELECTRONIC FUNDS TRANSFER BENEFITS YOUR BUSINESS...

- Automatically pays your invoices according to your established terms.
- Applies credits automatically so you won't miss a credit.
- Alerts you by automatic email confirmation once payment is processed.
- Avoids service interruptions due to payment oversight or delayed mail.
- Better identity protection from risks associated with lost or stolen checks.
- Accurate, safe, and efficient means of payment delivery.

AUTOMATED INVOICE COPY SERVICE (AICS) BENEFITS

- ✓ **EXTRA COPIES OF INVOICES
IF ONE GETS LOST.**
- ✓ **AUTO-SENDS CREDIT MEMO
ONCE PROCESSED.**

Provide an email address when you sign up for EFT to automatically register for AICS*

*Add us to your "safe sender" list, emails will come from root@dennisfoodservice.com

AICS is also available without EFT.

HOW DO I SIGN UP?

Simply complete and send in the included one-page EFT agreement form.

HAVE QUESTIONS?

Call 1-800-439-2727 or ask your local account executive!



PROTECT YOUR IDENTITY WITH BANK TO BANK EFT



Authorization Agreement for Electronic Funds Transfer (EFT)

Company Name _____

Address _____ City/State/Zip _____

Dennis Account Number _____ Remittance Email Address _____

Dennis Food Service is hereby authorized to initiate debit entries to our: Checking Account Savings Account

at the financial institution indicated below. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law.

Financial Institution _____

City _____ State _____ Zip _____

Routing Number _____ Account Number _____

****PLEASE ATTACH A VOIDED CHECK****

This authorization is to remain in full force and effect until Dennis Food Service has received written notification from me of its termination in such time and in such manner as to afford Dennis Food Service and the Financial Institution a reasonable opportunity to act on it.

Authorization

Name(s) _____ Title _____

Date _____ Signature _____

Please return this form to:

Dennis Food Service
Attn: Credit Department
101 Mecaw Road
Hampden, Maine 04444

Tel: 207-947-0321

Secure Credit Department Fax: 207-922-4299

Email: credit@dennisfoodservice.com

OFFICE USE ONLY:

ACCT. # VERIFIED: _____ EMAIL VERIFIED: _____ EMAIL ADDED 4X: _____ TERMS CHANGED: _____ STMT. CODE: _____

BANK INFO ADDED: _____ MSB: _____ INT: _____ DATE: _____