

Account Number \_\_\_\_\_

Customer Name \_\_\_\_\_



# Restaurant Supply

*“WHERE GOURMET CHEFS SHOP”*

## Confidential Customer Account/Sales Agreement Application

### KITCHENER

206 Centennial Court  
Kitchener, ON  
N2B 3X2  
(519) 749-2710  
1-800-265-2961  
Fax (519) 749-9617

### SUDBURY

881 Notre Dame Avenue  
Sudbury, ON  
P3C 5L3  
(705) 674-7673  
1-800-461-4740  
Fax (705) 674-1655



**PLEASE NOTE ALL SHIPMENTS ARE COD UNTIL TERMS ARE APPROVED**

LEGAL REGISTERED NAME (PURCHASER) \_\_\_\_\_  
 TRADE/OPERATING NAME \_\_\_\_\_  
 GST# \_\_\_\_\_  
 SHIPPING ADDRESS \_\_\_\_\_  
 CITY/TOWN \_\_\_\_\_ POSTAL CODE \_\_\_\_\_  
 TELEPHONE \_\_\_\_\_ EXT \_\_\_\_\_ FAX \_\_\_\_\_ EMAIL \_\_\_\_\_  
 LANDLORD \_\_\_\_\_ PHONE \_\_\_\_\_ EXT \_\_\_\_\_  
 ACCOUNTS PAYABLE CONTACT \_\_\_\_\_ PHONE \_\_\_\_\_ EXT \_\_\_\_\_  
 PURCHASING CONTACT \_\_\_\_\_ PHONE \_\_\_\_\_ EXT \_\_\_\_\_  
 BILL TO ADDRESS (IF DIFFERENT FROM ABOVE) \_\_\_\_\_  
 CITY/TOWN \_\_\_\_\_ POSTAL CODE \_\_\_\_\_  
 HOURS OPEN FOR DELIVERY FROM \_\_\_\_\_ TO \_\_\_\_\_ TYPE OF BUSINESS \_\_\_\_\_  
 SPECIAL DELIVERY INSTRUCTIONS \_\_\_\_\_  
 WEEKLY PURCHASES \$ \_\_\_\_\_ BACK-ORDERS  YES  NO SUBSTITUTES  YES  NO  
 TERMS REQUESTED  COD  NET 7  NET 10

**PLEASE CHECK ONE OF THE FOLLOWING**

PROPRIETORSHIP  PARTNERSHIP  INCORPORATED COMPANY  PARTNERSHIP/LTD  
 BUSINESS STARTED UNDER CURRENT OWNERSHIP \_\_\_\_\_ INCORPORATED SINCE \_\_\_\_\_  
 MM/DD/YY MM/DD/YY

IF A CORPORATION OR A LIMITED PARTNERSHIP PLEASE ATTACH A COPY OF ARTICLES

PLEASE ATTACH A COPY OF BUSINESS NAME REGISTRATION IF APPLICABLE

**REGISTERED OWNER(S)**

NAME \_\_\_\_\_ PHONE # \_\_\_\_\_  
 ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_  
 SIN \_\_\_\_\_ BIRTHDATE \_\_\_\_\_ DRIVERS LICENSE # \_\_\_\_\_  
 TITLE \_\_\_\_\_ PERCENTAGE OWNERSHIP \_\_\_\_\_  
 DIRECTOR  OFFICER

NAME \_\_\_\_\_ PHONE # \_\_\_\_\_  
 ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_  
 SIN \_\_\_\_\_ BIRTHDATE \_\_\_\_\_ DRIVERS LICENSE # \_\_\_\_\_  
 TITLE \_\_\_\_\_ PERCENTAGE OWNERSHIP \_\_\_\_\_  
 DIRECTOR  OFFICER

IF MORE THAN TWO REGISTERED OWNERS PLEASE ATTACH SEPARATE SHEET

**BANK REFERENCE**

NAME OF BANK \_\_\_\_\_  
 ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ PROVINCE \_\_\_\_\_  
 MANAGER \_\_\_\_\_ TELEPHONE \_\_\_\_\_ EXT \_\_\_\_\_ FAX \_\_\_\_\_  
 TYPE OF ACCOUNT: \_\_\_\_\_ ACCOUNT # \_\_\_\_\_

\*\*\*\*\*PLEASE ATTACH A VOID CHEQUE WITH APPLICATION\*\*\*\*\*

**SUPPLIER/PERSONAL REFERENCES**

PLEASE LIST AT LEAST ONE REFERENCE WITHIN THE FOOD INDUSTRY AND ONE PERSONAL

1) \_\_\_\_\_  
 NAME TELEPHONE/FAX ACCOUNT #  
 2) \_\_\_\_\_  
 NAME TELEPHONE/FAX ACCOUNT #  
 3) \_\_\_\_\_  
 NAME TELEPHONE/FAX ACCOUNT #  
 4) \_\_\_\_\_  
 NAME TELEPHONE/FAX ACCOUNT #

**TERMS AND CONDITIONS**

- 1) FOR AND IN CONSIDERATION OF THE SELLER EXTENDING CREDIT TO THE PURCHASER, THE PURCHASER AGREES TO PAY ANY AND ALL AMOUNTS DUE BY THE PURCHASER TO THE SELLER, TO THE SELLER'S ADDRESS SET OUT ABOVE, WHETHER NOW EXISTING OR HEREINAFTER INCURRED, WITHIN THE NUMBER OF DAYS SET OUT ABOVE UPON RECEIPT OF INVOICE OF SAME.
- 2) IN THE EVENT THAT THE PURCHASER FAILS TO PAY ANY AMOUNT DUE TO THE SELLER UPON RECEIPT OF INVOICE WITHIN THE TIME LIMITS SET OUT ABOVE 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 FOR ANY REASON 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 NOTICE SUBJECT TO THE SELLER'S DISCRETION. THIS IN NO WAY NEGATES THE LEGALITY OF THIS AGREEMENT.
- 4) ALL PAYMENTS RETURNED BY THE CASHING INSTITUTION WILL BE SUBJECT TO A \$45.00 SERVICE CHARGE,(MAY CHANGE FROM TIME TO TIME). IF MORE THAN 2 ARE RECEIVED TERMS BECOME AUTOMATICALLY COD CASH.
- 5) PURCHASER MUST NOTIFY THE SELLER BY REGISTERED MAIL OF ANY CHANGE IN OWNERSHIP OF THE RELATED BUSINESS.
- 6) THIS CREDIT APPLICATION/SALES AGREEMENT 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 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.
- 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 OPEN ACCOUNT AND UNDERSTAND THIS WILL BE DONE ON AN ONGOING BASIS FROM TIME TO TIME AT THE SELLERS DISCRETION TO MAINTAIN AN OPEN ACCOUNT. ALL INFORMATION GIVEN IS HELD IN STRICT CONFIDENCE BUT MAY BE TRADED WITH OTHER COMPANIES FOR CREDIT GRANTING PURPOSES.
- 9) WE MAY REQUEST FROM TIME TO TIME FINANCIAL STATEMENTS (WITH NOTES) FOR THE LAST TWO FISCAL YEAR-END PERIODS, PLUS CURRENT INTERNAL INTERIM STATEMENTS. IF FINANCIAL STATEMENTS ARE IN COMPILATION FORM, PLEASE INCLUDE THOSE STATEMENTS PLUS CORPORATE TAX RETURNS.
- 10) IN THE EVENT THE GOODS DELIVERED ARE NOT PAID FOR UPON RECEIPT; TITLE TO THE GOODS IN QUESTION REMAINS WITH THE SELLER AND DOES NOT PASS TO THE PURCHASER/RECIPIENT UNTIL THE GOODS ARE PAID FOR IN FULL. FURTHER THE PURCHASER/RECIPIENT SHALL BE OBLIGED TO PRESERVE ANY NON-PERISHABLE GOODS IN AN UNDAMAGED CONDITION AND SHALL NOT PLEDGE OR OTHERWISE ENCUMBER THESE GOODS OR PERMIT THEIR REMOVAL BY ANYONE, EXCEPT AS AUTHORIZED BY THE SELLER. UNLESS OTHERWISE AGREED IN WRITING, THE SELLER RESERVES THE RIGHT TO REPOSSESS THE GOODS IN THE EVENT OF NON-PAYMENT. SHOULD SUCH ACTION BE NECESSARY, THE PURCHASER/RECIPIENT AGREES TO ALLOW THE SELLER THE PEACEFUL RIGHT OF REPOSSESSION OF SUCH GOODS, WITHOUT INTERFERENCE OF ANY KIND.
- 11) NOTWITHSTANDING HAVING BEEN ADVISED TO OBTAIN LEGAL ADVICE AND HAVING BEEN PROVIDED WITH AN OPPORTUNITY TO DO SO, I/WE HAVE DETERMINED TO EXECUTE THIS AGREEMENT WITHOUT HAVING REVIEWED IT WITH MY SOLICITOR.
- 12) I/WE HAVE THE AUTHORITY TO BIND THE PURCHASER TO THIS AGREEMENT AND SAID AGREEMENT SHALL BE CONSIDERED VALID AND BINDING UPON DELIVERY TO THE SELLER'S ADDRESS EITHER BY HAND OR FACSIMILE.

_____ OWNER/OFFICER/DIRECTOR	_____ OWNER/OFFICER/DIRECTOR	_____ WITNESS
_____ PRINT NAME	_____ PRINT NAME	_____ PRINT NAME
_____ DATE	_____ DATE	_____ DATE

**INDIVIDUAL PERSONAL GUARANTEE**

I/WE \_\_\_\_\_ FOR AND IN CONSIDERATION OF YOUR EXTENDING CREDIT AT MY/OUR REQUEST, TO \_\_\_\_\_ (PURCHASER), UNCONDITIONALLY GUARANTEE PROMPT PAYMENT OF ANY AND ALL OBLIGATIONS OF THE PURCHASER TO THE SELLER, WHETHER NOW EXISTING OR HEREINAFTER INCURRED. I/WE FURTHER AGREE TO BIND MYSELF/OURSELVES, 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 EXECUTES THIS GUARANTEE AS A GUARANTOR, THEN EACH GUARANTOR AGREES TO BE JOINTLY AND SEVERALLY LIABLE FOR THE GUARANTEED INDEBTEDNESS AND, IN ALL INSTANCES HEREIN, THE SINGULAR SHALL BE CONSTRUED TO INCLUDE THE PLURAL.

_____ GUARANTOR	_____ GUARANTOR	_____ WITNESS
_____ PRINT NAME	_____ PRINT NAME	_____ PRINT NAME
_____ DATE	_____ DATE	_____ DATE

**PRIVACY PROVISIONS PURSUANT TO THE *Personal Information Protection and Electronic Documents Act***

FLANAGAN FOODSERVICE INC. ACKNOWLEDGES RECEIPT OF YOUR CREDIT APPLICATION, AGREES TO USE THE DATA CONTAINED HEREIN FOR THE SOLE PURPOSE OF RENDERING A CREDIT DECISION AND ADMINISTERING THE PURCHASER/S ACCOUNT IF CREDIT IS APPROVED, AGREES THAT IT SHALL ONLY DISCLOSE THE INFORMATION CONTAINED HEREIN TO ITS EMPLOYEES THAT ARE PROVIDING SERVICE TO THE PURCHASER/S, ITS CORPORATE OFFICERS, DIRECTORS AND OFFICERS THAT HAVE A NEED TO KNOW AND WHERE SUCH EMPLOYEE HAS EXECUTED A CONFIDENTIALITY UNDERTAKING, AND AGREES TO TAKE ALL STEPS REASONABLY NECESSARY TO MAINTAIN AND PROTECT THE INFORMATION CONTAINED HEREIN IN THE STRICTEST CONFIDENCE FOR THE BENEFIT OF THE PURCHASER. FLANAGAN FOODSERVICE INC. WILL NOT DISCLOSE ANY OF THE DATA CONTAINED HEREIN TO ANY THIRD PARTY NOT CONTEMPLATED BY THIS CREDIT APPLICATION OR WITHOUT THE CUSTOMERS CONSENT TO DO SO FOR CREDIT GRANTING PURPOSES.

**COMPANY USE**

BRAND NEW BUSINESS :  YES  NO CHAIN CODE \_\_\_\_\_

AUTHORIZED PRODUCT LIST:  YES  NO QUOTE:  YES  NO REF # \_\_\_\_\_

INVOICE SUMMARY \_\_\_\_\_ D: Y/N F: Y/N MAIL: Y/N

STATEMENTS REQUIRED  NONE  MONTHLY  BI-WEEKLY  WEEKLY

STATEMENT DELIVERY  MAIL  T/M COFFEE ACCOUNT  YES  NO

REQUESTED DELIVERY DAYS \_\_\_\_\_

SPECIAL DELIVERY INSTRUCTIONS \_\_\_\_\_

ALL FIRST ORDERS ARE COD UNLESS AUTHORIZED PRIOR TO DELIVERY. TERRITORY MANAGER HAS ADVISED THE CUSTOMER OF ALL TERMS AND CONDITIONS OF DOING BUSINESS WITH FLANAGAN FOODSERVICE INC.

\_\_\_\_\_  
TERRITORY MANAGER

\_\_\_\_\_  
T/M #

\_\_\_\_\_  
DATE

**TRAFFIC DEPARTMENT**

DELIVERY DAYS TRIP #S OPEN TIME \_\_\_\_\_ MINIMUM ORDER \$ \_\_\_\_\_

MONDAY \_\_\_\_\_ CLOSE TIME \_\_\_\_\_

TUESDAY \_\_\_\_\_

WEDNESDAY \_\_\_\_\_

THURSDAY \_\_\_\_\_

FRIDAY \_\_\_\_\_

\_\_\_\_\_  
TRAFFIC SIGNATURE

\_\_\_\_\_  
DATE

**CREDIT DEPARTMENT**

CUSTOMER TYPE CODE \_\_\_\_\_ ACCOUNT ENTERED BY \_\_\_\_\_ DATE \_\_\_\_\_

FRANCHISE \_\_\_\_\_ CORPORATE \_\_\_\_\_ PAID BY CUSTOMER \_\_\_\_\_

CREDIT ADMINISTRATOR \_\_\_\_\_ LANGUAGE  FR  EN

TERMS CODE \_\_\_\_\_ DESCRIPTION \_\_\_\_\_ A.E.P.D. \_\_\_\_\_

AUTHORIZED BY \_\_\_\_\_ DATE \_\_\_\_\_ TERM LETTER MAILED \_\_\_\_\_

**ONTARIO RETAIL SALES TAX**  
**PURCHASE EXEMPTION CERTIFICATE**

**BLANKET {        }**

Business Name \_\_\_\_\_

Business Address \_\_\_\_\_

**PERMIT NUMBER** \_\_\_\_\_

**NATURE OF BUSINESS** \_\_\_\_\_

*Unless the provisions of the Retail Sales Tax Act, the above-named business claims exemption from tax on the following items of tangible personal property and on the following services:*

**MARK ALL  
THAT APPLY  
(X)**

\_\_\_\_\_ TAXABLE FOOD PRODUCTS

\_\_\_\_\_ DISPOSABLE PACKAGING SUPPLIES

\_\_\_\_\_ OTHER PAPER / CLEANING SUPPLIES AND EQUIPMENT  
(Note: Doughnut shops and restaurants are generally not exempt in this category)  
(Please provide an explanation below if you are claiming exemption in this category)

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_  
Effective Date

\_\_\_\_\_  
Name of Authorized Person  
(Please print)

**IMPORTANT**

The person purchasing the tangible personal property and taxable service for which an exemption is claimed must complete this certificate and give it to the supplier.

The supplier is to retain this form as provided by the regulations.

This purchase exemption is valid for four years for purchases for the above listed items and services if:

- (a) the box beside the word "blanket" at the top of the form is marked with an "X"; and
- (b) the purchase order refers to this purchase exemption certificate.

Every person who makes a false statement on this certificate or misuses this certificate is liable on the conviction to a fine of not less than \$500.00 and not more than \$10,000.00 plus an amount of not more than double the amount of tax that should have been declared to be collectible or payable or that was sought to be evaded, or to imprisonment for a term of not more than two years, or both.

Any inquiries should be directed to your local PST office, or by calling 1-800-265-2303

