



**CAPITOL CITY PRODUCE  
CUSTOMER ACCOUNT APPLICATION**

[SELECT LOCATION: \_\_\_\_\_ BATON ROUGE, LA      \_\_\_\_\_ ROBERTSDALE, AL]

**BILLING**

Legal Business Name:	
DBA / Trade Name:	
Billing Address:	
Billing City / State / Zip:	
Email Address(es) for Statements:	
AP Contact Name #1:	AP Contact Name #2:
Email:	Email:
Phone #:	Phone #:

**SHIPPING**

Shipping Location Name:	
Shipping Address:	
Shipping City / State / Zip:	
Shipping Phone #:	Shipping Parish / County Name:

**BUSINESS INFORMATION**

Type of Business:	Start Date of Present Ownership:
Type of Ownership: _____ Sole Proprietorship    _____ Partnership    _____ Limited Liability Company (LLC)    _____ Corporation    _____ Non-Profit	
Federal Employer Identification # (FEIN):	Social Security # (SSN):
Tax Exemption Status: _____ Taxable    _____ Exempt [If "Exempt", You <u>Must</u> Enclose A Copy Of Your Tax Exemption Certificate.]	
State Tax Account #:	Parish / County Tax Account #:

**OWNERS / OFFICERS / REGISTERED AGENTS**

Name:	Corporate Title:
Home Address:	Email:
City / State / Zip:	Phone #:
Name:	Corporate Title:
Home Address:	Email:
City / State / Zip:	Phone #:
Name:	Corporate Title:
Home Address:	Email:
City / State / Zip:	Phone #:

**TRADE REFERENCES**

Business Name:	Contact Name:
Address:	Email:
City / State / Zip:	Phone #:
Business Name:	Contact Name:
Address:	Email:
City / State / Zip:	Phone #:
Business Name:	Contact Name:
Address:	Email:
City / State / Zip:	Phone #:

**BANK REFERENCE**

Bank Name:	Contact Name:
Address:	Email:
City / State / Zip:	Phone #:
Account #:	Account Type:



# CAPITOL CITY PRODUCE CUSTOMER ACCOUNT APPLICATION TERMS & CONDITIONS

This Customer Account Application (“Application”) is made to Capitol City Produce for the purpose of creating a business relationship. The applicant (“Applicant”) named below agrees to fully comply with all terms and conditions herein.

**PURCHASES** – All purchases by Applicant (or its agent, employee, or representative) of goods and/or services from Capitol City Produce will be made in accordance with the terms and conditions of this Application, as well as any invoices and/or other documents evidencing Applicant’s obligations to Capitol City Produce, all of which are incorporated herein by this reference.

**SALES TAX** – All sales will be taxed at the applicable state, parish/county, city, or municipality tax rates unless the required documentation that supports sales tax exemption is provided along with this application.

**CHANGES TO BUSINESS** – Applicant is to notify Capitol City Produce in writing by certified mail of any material change in the information provided herein, including but not limited to, change of ownership, business name, business address, or structure of the business.

**EXTENSION OF CREDIT** – Capitol City Produce may extend reasonable and appropriate credit to Applicant and shall have the right to reduce, increase, or terminate Applicant’s credit privileges at any time without prior notice to Applicant, except as otherwise provided by law. Applicant certifies that this request is for the extension of credit for business purposes only and is not intended for personal, family or household purposes. Applicant recognizes that any credit approved is not a limitation of liability, and Applicant expressly agrees that it will be responsible for all goods and/or services purchased from Capitol City Produce.

**TRADE & BANK REFERENCES** – Trade and bank references provided by the Applicant are warranted to be true. Capitol City Produce is hereby authorized to investigate all references regarding credit and financial responsibility for the purpose of obtaining credit and/or maintaining the credit relationship.

**LATE CHARGES** – Applicant agrees to pay for all purchases within the terms stated on the invoice and agrees to pay a service charge of 1.5% per month (18% annual rate) on all past due balances until collected.

**RETURNED PAYMENTS** – Applicant agrees to pay a fee of \$25 or 5% of the payment amount (whichever is greater) for each occurrence of a returned payment (check or ACH). Capitol City Produce may immediately change Applicant’s terms to “Cash Only” if a returned payment is received.

**COD RESTRICTIONS** – COD restrictions may be placed on any past due account or at the discretion of Capitol City Produce at any time.

**DEFAULT OF PAYMENT** – Should past due invoices in any amount be outstanding for 30 days or more beyond the invoice due date, Capitol City Produce may declare the entire unpaid balance immediately due and payable.

**PAYMENT PLAN** – Should Capitol City Produce accept a mutually agreed payment plan to bring a past due account current, in no way constitutes a waiver of the original terms and conditions of the account, nor your obligation to pay within the original terms after the account becomes current.

**FAILURE TO PAY** – In the event that third parties are employed to collect any outstanding monies owed by Applicant, the Applicant agrees to pay reasonable collection costs, including attorney’s fees and associated court and litigation costs, regardless of where litigation has commenced.

**JURISDICTION & VENUE** – This Application and all transactions between Applicant and Capitol City Produce shall be governed by and interpreted in accordance with the laws and decisions of the State of Louisiana. All actions and proceedings arising from, relating to, or in connection with this Application shall be subject to the non-exclusive jurisdiction of said state. Applicant hereto agrees that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state courts located in the State of Louisiana.

**PROPRIETARY/SPECIAL ORDERS** – If Applicant ceases doing business with Capitol City Produce for any reason, Applicant will immediately purchase from Capitol City Produce all remaining proprietary/special order items in Capitol City Produce’s inventory.

**PRODUCT LIABILITY** – Applicant expressly agrees that Capitol City Produce shall not be responsible for any product nonconformity as to quantity, quality, or price. Returned product must be in original packaging with product label attached and must comply with the Product Return and Credit Policy.

**PERISHABLE AGRICULTURAL COMMODITIES ACT** – The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

**FEDERAL EQUAL CREDIT OPPORTUNITY ACT** – The Federal Equal Credit Opportunity Act 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 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 this creditor is the Federal Trade Commission, Bureau of Consumer Protection Division, 600 Pennsylvania Ave. NW, Washington, DC 20580-0001.

**APPLICATION RETENTION & REPRODUCTION** – Applicant understands that Capitol City Produce will retain this Application whether or not it is approved and any reproduction of this Application by reliable means will be considered an original.

**ACKNOWLEDGMENT & AGREEMENT** – Applicant hereby certifies that the information furnished under this Application is true and correct. Applicant understands that this information may be used for the purpose of extending credit to Applicant, and Capitol City Produce will rely upon such information. The signatory executing this agreement has the authority to bind the Applicant and is authorized by the Applicant to enter into the Customer Account Application’s terms and conditions. Use of a corporate title shall in no way limit personal guarantee.

**I hereby acknowledge and agree with the above terms and conditions.**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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

Title: \_\_\_\_\_



**CAPITOL CITY PRODUCE  
CUSTOMER ACCOUNT APPLICATION  
PERSONAL GUARANTEE & CREDIT REPORT AUTHORIZATION**

**PERSONAL GUARANTEE** – The provisions of the Terms and Conditions set forth above are incorporated in this Guarantee by reference. The undersigned (“Guarantor”), having a financial interest in Applicant and benefiting from the transactions contemplated by the Application, hereby personally guarantees the payment by Applicant to Capitol City Produce of all amounts due and owing now and from time to time hereinafter from Applicant to Capitol City Produce (“the Liabilities”). Guarantor expressly waives notice from Capitol City Produce of its acceptance and reliance on this Guarantee, notice of sales made to Applicant, and notice of 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 Capitol City Produce shall be available hereunder to Guarantor against Capitol City Produce. In the event of a default by Applicant on its obligations to Capitol City Produce, Capitol City Produce 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. Guarantor, in consideration of Capitol City Produce extending financial accommodation to Applicant hereby waives and relinquishes any rights of indemnification, contribution, reimbursement or exoneration which may be asserted against Applicant if Guarantor performs his or her obligations under this Guarantee and Guarantor understands the benefit of such rights. Guarantor agrees to pay all fees, costs and expenses, including reasonable attorneys’ fees, costs and expenses, which may be incurred by Capitol City Produce in enforcing this Guarantee or protecting its rights following any default on the part of Guarantor. This Guarantee shall be binding upon Guarantor and Guarantor’s representatives, heirs, successors and assigns and shall inure to the benefit of Capitol City Produce and may be assigned by Capitol City Produce without notice to Guarantor. This Guarantee shall be governed by and interpreted under the laws of the State of Louisiana. Guarantor and Capitol City Produce irrevocably agree, and hereby consent and submit to the non-exclusive jurisdiction of the State of Louisiana with regard to any actions or proceedings arising from, relating to or in connection with the liabilities and this Guarantee. 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.

**Guarantor #1 (Must Be Owner, Officer, or Registered Agent)**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Print Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_  
**Social Security # (SSN) or Driver’s License # & Issuing State:** \_\_\_\_\_  
**Home Address:** \_\_\_\_\_

**Guarantor #2 (Must Be Owner, Officer, or Registered Agent)**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Print Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_  
**Social Security # (SSN) or Driver’s License # & Issuing State:** \_\_\_\_\_  
**Home Address:** \_\_\_\_\_

**CREDIT REPORT AUTHORIZATION** – The undersigned is executing this Authorization for Credit Report individually for the purpose of authorizing Capitol City Produce to obtain a consumer credit 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 creditworthiness of such individual 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.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Print Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_  
**Social Security # (SSN) or Driver’s License # & Issuing State:** \_\_\_\_\_  
**Home Address:** \_\_\_\_\_