



Customer Credit Application

Our mission is to provide our customers with the freshest quality produce and superior customer service while maintaining the highest standards for food safety.

16550 Commercial Avenue
Baton Rouge, LA 70816
Phone - 225.272.8153
Fax - 225.408.3566
www.capitolcityproduce.com

Shipping and Billing Address

Date _____

Ship To

Legal Name

DBA

Address

City State Zip

Parish

AP Contact Email

Phone Number Fax Number

Bill To (If different than "Ship To" information)

Legal Name

DBA

Address

City State Zip

Parish

AP Contact Email

Phone Number Fax Number

About Your Business

New Owner Yes No Purchase Date _____ Length of Present Ownership _____

Partnership Limited Partnership Corporation Proprietorship Limited Liability Company

Federal Tax ID Number _____ Social Security Number _____

Sales Tax Exemption Certificate Yes No (If yes, signed certificate must be provided or sales tax will be charged)

Company Facebook Yes No Would you like to receive your statement via email? Yes No

The Following Information to be Provided for Individual Proprietors, General Partners or Corporate Officers

_____ Name and Title	_____ Name and Title
_____ Home Address	_____ Home Address
_____ City State Zip	_____ City State Zip
_____ Home Phone Number	_____ Home Phone Number

Trade References (Food Distributors Preferred)

_____ Business Name	_____ Business Name	_____ Business Name
_____ Street Address	_____ Street Address	_____ Street Address
_____ City State Zip	_____ City State Zip	_____ City State Zip
_____ Phone Number	_____ Phone Number	_____ Phone Number
_____ Fax Number	_____ Fax Number	_____ Fax Number

Banking Information

_____ Bank Name	_____ Officer	_____ Account Number/ Account Type
_____ Street Address	_____ City, State and Zip	_____ Phone Number

Terms and Conditions

This Customer Account Application ("Application") is made to Capitol City Produce for the purpose of inducing Capitol City Produce to extend credit accommodations to the Applicant named below, and in accordance with the following terms:

1. Upon approval of this Application, Capitol City Produce in its sole discretion, and notwithstanding any request of Applicant, shall have the right to terminate Applicant's credit privileges under this Application at any time without prior notice to Applicant, except as otherwise provided by law.
2. All purchases by Applicant of goods and/or services from Capitol City Produce will be made in accordance with the terms and conditions of this Application and any invoices and/or other documents evidencing Applicant's obligations to Capitol City Produce, all of which are incorporated herein by this reference.
3. Trade references are provided for the purpose of obtaining credit and is 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 for periodic review for the purposes of maintaining the credit relationship.
4. COD restrictions may be placed on any past due account or at the discretion of Capitol City Produce at any time.
5. Applicant must notify Capitol City Produce in writing and by certified mail of any change in ownership, the name of business or structure of the business under which credit is established.
6. Applicant authorizes bank named under the "Banking Information" section of this document, to release information to Capitol City Produce for the purpose of obtaining and/or reviewing credit.
7. In the event of a returned check due to insufficient funds, Capitol City Produce may charge a fee of \$25 or 5% of the face value of the check, whichever is greater.
8. The entire outstanding balance due to Capitol City Produce on all invoices shall become due in full immediately upon default in the payment of any invoice. Applicant agrees to pay all costs of collection incurred by Capitol City Produce, including attorney's fees and expenses, should a default in payment or any other obligation of Applicant to Capitol City Produce occur.
9. The Federal Equal Credit Opportunity Act prohibits creditors from discrimination against credit applicants on the basis of race, color, religion, national origin, sex, marital status, or age (provided that 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 programs; 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 the creditor is the Federal Trade Commission, Washington, D.C.
10. 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.
11. 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. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this paragraph. Applicant hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulates that the courts located in the State of Louisiana shall have in personam jurisdiction and venue over each of them for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to this Agreement.
12. 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 inventory.
13. Applicant expressly agrees that Capitol City Produce shall not be responsible for any product nonconformity as to quantity, quality, or price, unless noted on the original delivery receipt at the time of delivery or unless Capitol City Produce is notified in writing of any such nonconformity within three (3) days of delivery and return shipping label. Product must be in original packaging with product label attached.
14. 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.

Applicant hereby certifies that the information furnished under this Application and any other financial statements furnished in connection herewith, is true and correct and that this information is being furnished to Capitol City Produce for the purpose of inducing Capitol City Produce to extend credit to Applicant, and understands that Capitol City Produce intends to rely upon such information. Applicant understands and agrees to be bound by the above terms and all invoices and other documents furnished by Capitol City Produce from time to time, all of which are incorporated herein by reference, and to advise Capitol City Produce of any material change in the information provided herein, including but not limited to, change of ownership, address or telephone number. Applicant understands that Capitol City Produce will retain this Application whether or not it is approved.

Applicant By:

Signature

Printed Name

Date

Individual 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.

MUST BE SIGNED BY OWNER, PRINCIPAL, OR REGISTERED AGENT WITH THE STATE OF LOUISIANA

Please provide a copy of each signatory's driver's license, both front and back.

Signature - 1

Printed Name - 1

Date

Drivers License Number - 1

Social Security Number - 1

Signature - 2

Printed Name - 2

Date

Drivers License Number - 2

Social Security Number - 2

Authorization For Credit Report

TO BE COMPLETED BY CUSTOMERS REQUESTING TERMS WITH CAPITOL CITY PRODUCE

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 - 1

Printed Name - 1

Date

Signature - 2

Printed Name - 2

Date