



5560 East 61st Street, Commerce, CA 90040  
Phone: (323) 888-2500 | Fax: (323) 278-0404

## **Vernon RTC's Credit Approval Process**

Welcome to Vernon RTC!

Please find attached our Credit Application package. We look forward to receiving your completed forms and having the opportunity to serve you.

We must ask that you provide complete addresses for the credit references. As a matter of legality and confidentiality, we do not provide credit references on the phone and find that most other companies have similar policies. After all, you would not want us to disclose your credit history on the phone to just anyone who calls and asks.

C.O.D. Accounts: If you choose to be a C.O.D. account, we still need the bank information completed if you will be paying by check. Only company checks in the name of the account established will be accepted.

Due to the fact that we do not sell to the general public, it is very important that you complete the California Resale Certificate.

We require that an Officer or Owner of your company sign all documents. We cannot process your application without proper signatures.

If you have any questions regarding your application, please contact our Credit Department. When completed, please fax all forms to the Credit Department at (323) 981-2840 and mail the original to the address above. The processing of your application takes an average of three to five days.

Thank you for the opportunity to serve you and we look forward to working with you in the future.

*Yolanda Villasenor*

Director of Credit & Collections



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DATE: SALES REP NAME:

CREDIT ACCEPTANCE APPLICATION & MASTER PURCHASE AGREEMENT

THE GUARANTEE ATTACHED HERETO IS AN INTEGRAL PART OF THIS AGREEMENT

COMPANY LEGAL NAME: DBA:

STREET: CITY: STATE: ZIP:

TEL #: FAX #: CONTACT PERSON: EMAIL:

ACCOUNTS PAYABLE CONTACT: EMAIL: FAX #:

SHIP TO (if different from above)

STREET: CITY: STATE: ZIP:

IF COMPANY IS A BRANCH AND/OR SUBSIDIARY, LIST NAME, ADDRESS, & PHONE OF PARENT COMPANY BELOW.

NAME: ADDRESS: PHONE #:

TYPE OF BUSINESS: RESTAURANT DISTRIBUTOR/WHOLESALE OTHER # OF LOCATIONS:

OWN LEASE/RENT LANDLORD'S NAME & PHONE #: HOW LONG?

SUPPLIERS: (Give only names of those you buy from on open account)

Table with 5 columns: NAME, STREET, CITY/STATE/ZIP, PHONE NO., ACCOUNT NO. and 3 rows of data.

BANK REFERENCE:

Table with 5 columns: BANK/CONTACT, STREET, CITY/STATE/ZIP, PHONE NO., ACCOUNT NO.

FORM OF BUSINESS: SOLE PROPRIETORSHIP PARTNERSHIP CORPORATION LLC

DATE BUSINESS STARTED/ASSUMED CONTROL: FEDERAL ID NO.:

STATE OF INCORPORATION: DATE INCORPORATED:

HAS CORPORATION BEEN REGISTERED WITH SECRETARY OF STATE? YES NO

STATE OF REGISTRY: FILING DATE:

OWNER'S INFORMATION:

NAME & TITLE EMAIL SSN (Required) HOME TEL #
HOME ADDRESS: CDL:

The persons, partnerships, limited liability companies or corporations whose name is set forth above ("Buyer") certifies to VERNON RTC that the foregoing information is true and correct and acknowledges that Buyer is supplying such information to VERNON RTC to induce VERNON RTC to accept Buyer's checks for purchases by Buyer of merchandise from VERNON RTC. In the event that there is a change in the ownership or change in form of ownership of Buyer, Buyer agrees to immediately notify VERNON RTC in writing of such change. In the event Buyer fails to notify VERNON RTC of any change in ownership, Buyer shall remain liable for all purchases made by any such new entity or entities, subsequent to the change in the ownership or change inform of ownership of Buyer.

Buyer agrees that all of the terms and conditions of this Master Purchase Agreement ("Agreement") and VERNON RTC's invoices shall apply to all purchases of merchandise by Buyer from VERNON RTC and shall prevail over any inconsistent or different provisions of any purchase order from Buyer.

Claims of any kind or nature must be made in writing within ten (10) days after receipt of the goods. Any claims not made in writing within the time limits above set forth are specifically barred. Buyer must make available for inspection and examination by VERNON RTC all goods which Buyer claims to be defective. VERNON RTC may replace any goods claimed by Buyer to be defective within a reasonable time after Buyer makes them available for inspection and examination and such replacement shall constitute a satisfaction and discharge of all claims of Buyer relative to goods so replaced. Buyer's right to cancel goods by reason of defects shall at all times be limited to that portion of the goods actually defective.

I/We also agree that this Agreement was entered into, performed and executed in the City of Commerce, Los Angeles County, CA. I/We authorize VERNON RTC to run credit reports and/or confirm the information about my/our account to credit reporting agencies and others who request it. I/We further agree to the terms and conditions printed on the front and back of invoices. I/We further authorize my/our bank to release general information to if the so request. I further declare that I have the authority to apply for credit on behalf of the above named entity. That upon payment in full of any invoices this agreement will remain in effect and will apply to any and all purchases made thereafter.

This Agreement shall inure to the benefit of IFS, its successors and assigns. It shall bind the Buyer, his/her/their legal representatives and assigns. In the event it becomes necessary to incur collection costs or institute suit to collect any amount due under this Agreement or any portion thereof, VERNON RTC shall be entitled to recover its collection costs, charges and expenses including attorney's fees pursuant to this contract or CCP 1717.S whichever is greater.

THIS DOCUMENT, WHEN ACCEPTED BY IFS, SHALL BE A LEGALLY BINDING CONTRACT BETWEEN THE PARTIES

COMPANY NAME: \_\_\_\_\_  
AUTHORIZED SIGNATURE: \_\_\_\_\_  
PRINT NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

**GUARANTEE:**

To induce VERNON RTC to accept the foregoing Purchase Agreement ("Agreement") and to sell merchandise to Buyer identified therein, the undersigned ("Guarantor") hereby unconditionally, absolutely and irrevocably agrees to guarantee Buyer's full performance of its obligations there under, whether past, present and/or future.

GUARANTOR agrees that GUARANTOR'S obligations under this Guarantee shall be joint and several with those of Buyer and that IFS shall not be obligated to first exercise any remedy it may have against Buyer before proceeding against GUARANTOR. This Guarantee is a continuing guarantee.

GUARANTOR(S) liability shall continue notwithstanding any incapacity, death or disability of any person or a change in ownership or change in form of ownership of Buyer. The failure by VERNON RTC to enforce a claim against the estate (either in administration, bankruptcy or other proceeding) of Buyer or any person shall not affect GUARANTOR' s liability hereunder, nor shall GUARANTOR be released from liability if recovery from BUYER, any other GUARANTOR, or any other person, becomes barred by any statute of limitations or is otherwise prevented.

GUARANTOR(S) waives and agrees not to assert or take advantage of the defense of the statute of limitations in any action hereunder, or for the collection of any credit hereby guaranteed. GUARANTOR(S) waives any defense he/she may have that VERNON RTC has waived any rights against Buyer, has relinquished any security, or has amended or modified the Agreement, all of which GUARANTOR(S) agrees IFS may do without GUARNATOR(S) consent or notice.

GUARANTOR(S) acknowledges that he/she/they is/are benefiting financially from the subject matter of this Guarantee, and that he/she/they execute such Guarantee in the normal course of business.

This Guarantee shall inure to the benefit of IFS, its successors and assigns and the assignees of any credit hereby guaranteed. It shall bind GUARANTOR(S), his/her/their legal representatives and assigns. If action is brought on the Guarantee, IFS shall be entitled to recover its actual attorney's fees and costs of suit pursuant to this contract or CCP 1717.S whichever is greater. This Guarantee is entered into the County of Los Angeles, State of California.

\_\_\_\_\_  
Guarantor (Print Name) PRINCIPAL OR OWNER ONLY                      Date                      Signature                      Date



STATE OF CALIFORNIA  
BOARD OF EQUALIZATION

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## California Resale Certificate

### I HEREBY CERTIFY:

1. I hold valid seller's permit number: \_\_\_\_\_
2. I am engaged in the business of selling the following type of tangible personal property:  
\_\_\_\_\_
3. This certificate is for the purchase from \_\_\_\_\_ of the item(s) I have listed in paragraph 5 below.  
[Vendor's name]
- 4, I will resell the item(s) listed in paragraph 5, which I am purchasing under this resale certificate in the form of tangible personal property in the regular course of my business operations, and I will do so prior to making any use of the item(s) other than demonstration and display while holding the item(s) for sale in the regular course of my business. I understand that if I use the item(s) purchased under this certificate in any manner other than as just described, I will owe use tax based on each item's purchase price or as otherwise provided by law.
5. Description of property to be purchased for resale:

6. I have read and understand the following:

**For Your Information:** A person may be guilty of a misdemeanor under Revenue and Taxation Code section 6094.5 if the purchaser knows at the time of purchase that he or she will not resell the purchased item prior to any use (other than retention, demonstration, or display while holding it for resale) and he or she furnishes a resale certificate to avoid payment to the seller of an amount as tax. Additionally, a person misusing a resale certificate for personal gain or to evade the payment of tax is liable, for each purchase, for the tax that would have been due, plus a penalty of 10 percent of the tax or \$500, whichever is more.

\_\_\_\_\_  
NAME OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER, PURCHASER'S EMPLOYEE OR AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
PRINTED NAME OF PERSON SIGNING

\_\_\_\_\_  
ADDRESS OF PURCHASER

\_\_\_\_\_  
TELEPHONE NUMBER



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**LIMITED LIABILITY COMPANY**

Full Name of LLC: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_ Federal ID #: \_\_\_\_\_

Last Date on which the *LLC* is to dissolve: \_\_\_\_\_

*LLC* is managed by:

One Manager Only

More than one Manager

| Name | Title |
|------|-------|
|      |       |
|      |       |
|      |       |
|      |       |

*LLC* Capitalization: Please specify the capitalization rates of each of the *LLC* members:

| Name | Social Security # | \$ Amt. of Capitalization | % Ownership |
|------|-------------------|---------------------------|-------------|
|      |                   |                           |             |
|      |                   |                           |             |
|      |                   |                           |             |

**Note: A personal guaranty may be required after review of the *LLC* Capitalization information listed above**

*LLC* Dissolution: Which events will cause the dissolution of this *LLC*?

- withdrawal of member     
  death of member     
  registration of member  
 expulsion of member     
  member bankruptcy     
  addition of new member

The information submitted on this credit application addendum is warranted to be accurate and true. I hereby agree to notify Creditor of any change in *LLC* Members or dissolution due to changes. I am authorized to contractually bind this *LLC* and warrant that this authorized to operate as a Limited Liability Company in the state chartered.

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_