

CHASIN FOODS

Application for Credit & Agreement

Purveyors of Fresh and Frozen Fruits, Vegetables, Meat, Poultry, Dairy and Provisions

6818 Watcher Street

Commerce, CA 90040

Phone 323-544-0000

Fax 323-544-0011

For the purpose of obtaining goods and merchandise from Grubmarket Inc. dba Chasin Foods, (hereinafter "Chasin Foods") on credit and establishing an open book account and/or updating our records in consideration of doing future business, the applicant (hereinafter "company applicant") and undersigned represent and warrant the information contained herein is true and correct.

Corporate / LLC / Partnership Name: _____

Doing Business As: _____

Address: _____ City, State, Zip _____

Telephone#: _____ Fax#: _____ Email: _____

Check one of the following: [] Sole Proprietorship [] Corporation [] Partnership, LLC

Corporate / LLC / Partnership Number: _____ State Business Incorporated: _____

Name of Parent Company, if Subsidiary: _____ Type of Business: _____

Federal Tax ID: _____ Sales Tax Permit #: _____

Year Business Established: _____ At Present Location Since: _____

Proprietor, Partner or Officers (An officer or partner must sign the application)

Name: _____ Address: _____

Soc. Sec. #: _____ Drivers License #: _____

Name: _____ Address: _____

Soc. Sec. #: _____ Drivers License #: _____

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

Company Name, _____ Ph#: _____ Account #: _____ Contact: _____

Company Name, _____ Ph#: _____ Account #: _____ Contact: _____

Company Name, _____ Ph#: _____ Account #: _____ Contact: _____

Bank References Bank Name, Address: _____

Account #: _____ Contact: _____ Ph#: _____

Express Terms and Conditions

The information and statements in this application are true, correct, and complete and are made for the purpose of inducing Chasin Foods to establish an open account line of credit and open book account. Chasin Foods is hereby expressly authorized to obtain any information it considers necessary from any source concerning the statements in this application.

In consideration of, and in order to induce Chasin Foods to establish an open account based on the foregoing agreement, the applicant promises to pay for all purchases on the terms as set forth on the invoices or a maximum of 30 days, whichever period is shorter. If at any time, for any reason, the applicant is unable to pay for purchases when due, the applicant agrees to pay and authorizes Chasin Foods to bill our account for interest computed at the rate of 18% per annum or the maximum amount allowed by law if not 18% per annum on any past due amount owing on my/our account. 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, the applicant promises to pay such additional collection costs, charges and expenses including reasonable attorney's fees. All returned checks will incur a \$25.00 fee.

The undersigned is signing this Agreement in two capacities, both for the company applicant and as an individual. I, the undersigned, in my individual personal capacity, by this Agreement do expressly personally, unconditionally, jointly, severally, irrevocably and continually personally guarantee to pay the indebtedness of the company applicant to Chasin Foods for all goods and merchandise purchased by the company applicant. In so doing, I the undersigned expressly warrant and represent that I have read and understand this entire agreement and it is my intention by signing this agreement to personally guaranty and assume joint and several responsibility to Chasin Foods along with the company applicant for all past, present and future purchases and debts. This agreement is entered into at 6818 Watcher St. Commerce CA 90040

Date: _____ Signed _____ Print _____

Date: _____ Signed _____ Print _____

Witnessed By: Date: _____ Signed _____ Print _____

CHASIN FOODS California Resale Certificate

Purveyors of Fresh and Frozen Fruits, Vegetables, Meat, Poultry, Dairy and Provisions

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Commerce, CA 90040

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To fully comply with stricter filing requirements by the State Board of Equalization we will now be requiring ALL customers to complete the following CALIFORNIA RESALE CERTIFICATE. Customers that do not have a Resale Certificate on file with us will be charged tax on all taxable items, whether for resale or not. This will include some juices, all carbonated & bottled beverages and all non-food items.

BOE-230 (7-02) STATE OF CALIFORNIA

GENERAL RESALE CERTIFICATE BOARD OF EQUALIZATION

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:

Food & Beverage

3. This certificate is for the purchase from **CHASIN FOODS** of the item(s) I have listed in paragraph 5 below.

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:

Taxable and Non Taxable Food and Beverage

Disposable "take-out" items including: food containers, paper napkins, plastic eating utensils, cups, straws, toothpicks, plastic and paper bags

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.

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| NAME OF PURCHASER (COMPANY NAME): | |
| SIGNATURE OF PURCHASER, EMPLOYEE OR AUTHORIZED REPRESENTATIVE: | PRINTED NAME OF PERSON SIGNING: |
| TITLE: | TELEPHONE NUMBER: |
| ADDRESS OF PURCHASER: | DATE: |