



**Business Application:
Sales/Credit Agreement**

Email: canewaccounts@youngsmarket.com

For processing

Phone Number: 1-800-627-2777

***Required Field**

*Applicant's Legal Business Name: _____ * ABC License # _____

*ABC License Holder(s): _____

*Applicants DBA/TA Name: _____ Years in Business _____

*Type of Business: Corporation _____ LLC _____ Partnership _____ LP _____ Proprietorship _____ Federal Tax ID #: _____

Monthly Sales _____ Language preference: *English* *Spanish*

*State Sales Tax Permit #: _____ Note: Must have a signed copy of valid exemption certificate for applicable product or service

*Accounts Payable Contact: Name: _____ *Phone # _____ Ext. _____

*Email _____ * Purchase Order Required: Yes or No

*MAILING ADDRESS: P. O. Box or Street Address _____

*City _____ *State _____ * ZIP _____ *Phone # _____

PHYSICAL/SHIPPING ADDRESS: (If not the same as above) Street Address _____

City _____ State _____ ZIP _____

*Are any Applicants currently doing business with Young's Market Co.? Yes ___ No ___ Account Name & Address _____

*Have any Applicants previously done business with Young's Market Co.? Yes ___ No ___ Account Name & Address _____

*4

BANK REFERENCE	
Name	Account #
Address	Phone #
City	Email #
State/ZIP	Contact

TERMS AND CONDITIONS - Application may be converted to an online application

For valuable consideration the receipt of which is hereby acknowledged, and for the purpose of inducing Young's Market Co, LLC (referred to hereinafter as "Young's") to extend business credit to the undersigned Applicant from which the undersigned Applicant and Principal Owner (collectively the "Undersigned") expect to derive substantial direct and indirect monetary benefit, the Undersigned hereby agree to the following terms and conditions of this agreement (the "Agreement").

The Undersigned understand and agree that the application for credit made to Applicant is a joint application by both Applicant and Principal Owner, and Applicant and Principal Owner are each, in their individual capacities, **jointly and severally** liable for all obligations due and owing to Young's under this Agreement. The signatory below for the Undersigned represents and warrants that they have full power and authority to act on behalf of each of the Undersigned and apply to Young's under this Agreement on behalf of each of the Undersigned.

The information supplied with the application is for the purpose of obtaining credit and is warranted by the Undersigned to be true. The Undersigned hereby authorize Young's to investigate the references listed in the credit application and to contact any credit bureau or any other sources pertaining to the extension of credit and the financial responsibility of each of the Undersigned. Each of the Undersigned authorize Young's to obtain from all banks, financial institutions, trade reference sources, credit reporting agencies and others credit information about either of the Undersigned. The Undersigned authorize Young's to release and report trade data (including account and credit reference information) to credit reporting agencies. We may tell a credit reporting agency if you fail to comply with any term of this Agreement. This may have a negative impact on your credit report. If you believe information we have given to a credit reporting agency is incorrect, write to us at: 500 South Central Avenue Los Angeles Ca 90013. When you write to us, tell us the specific information you believe is incorrect.

The Undersigned state that in making this request for credit, that they will assume all obligations for prompt payment and unconditionally promise to pay all obligations in the manner stated in this Agreement. As part of this agreement to repay Young's without conditions, each of the Undersigned waives, subject to applicable law: (a) protest, demand and presentment; (b) notice of dishonor, protest or suit; (c) all other notices or requirements necessary to hold the Applicant or the Principal Owner liable hereunder; and (d) all rights of exemption under the constitution or laws of any state as to real or personal property. The Undersigned understand that all indebtedness is due and payable according to the approved terms of payment from Young's,

which shall become a part of and are hereby incorporated by reference into this Agreement. Any invoice amounts not paid when due according to such approved terms will be considered past due. Payments *shall* apply to the oldest open balance in accordance with Business and Professions Code §25509(d). The Undersigned understand that all credit accounts may be subject to being placed on Prepay terms of sale if invoice amounts are not paid in full when due. All past due invoices may be subject to a calculated monthly finance charge of 18% per annum or the highest allowed by governing law. All sales are made in accordance with state law, including provisions of the Alcoholic Beverage Control Law ("ABC") mandating a 1% charge on all past due invoices from the 43rd day from the delivery and each 30 days thereafter. Applicant and Principal Owner each hereby agrees such an interest charge is reasonable and authorizes such a charge and agrees to pay all finance charges the same as any other indebtedness incurred pursuant to this Agreement. In the event of a failed negotiable instrument occurs (Check, ACH) Young's may charge an insufficient funds or similar fee in accordance with state law. THE UNDERSIGNED AGREE THAT ITS OBLIGATIONS UNDER THIS AGREEMENT ARE ABSOLUTE AND UNCONDITIONAL AND SHALL CONTINUE IN FULL FORCE AND EFFECT REGARDLESS OF ANY CIRCUMSTANCE WHATSOEVER, AND THAT SUCH OBLIGATIONS SHALL NOT BE AFFECTED BY ANY COUNTERCLAIM, SET-OFF, RECOUPMENT, OFFSET, DEFENSE OR OTHER ALLEGED RIGHT AGAINST US.

The Undersigned understand and agree that should it become necessary to place this account for collection, each shall be jointly and severally liable and obligated to pay to Young's all costs of collection, including collection agency fees, reasonable legal fees (including attorney's fees) and costs or expenses of any legal proceedings.

The Undersigned agree that the use of any online self-service solution provided by Young's may be subject to charge additional service fees.

This is the entire agreement related to the subject matter hereof, and there are no other verbal or written agreements or understandings affecting the terms hereof except as otherwise referenced herein. This Agreement may be modified only by written agreement executed by Young's. This Agreement may be assigned by Young's in whole or in part. All rights and remedies of Young's are cumulative and not alternative.

Should any one or more of the clauses of this Agreement be declared void or in violation of law, this Agreement shall remain in effect, exclusive of such clause or clauses.

It is the intention of the parties that this Agreement and related transactions are to be construed and conducted as an electronic transaction subject to applicable law. This Agreement may be executed using electronic means including the use of electronic signatures. The parties agree that such electronic signatures shall have the full force and legal effect as if the electronic signatures were traditional hand-written signatures. The Undersigned acknowledge that it has the ability to retain this agreement either by printing or saving it. Each signatory agrees that he or she has been authorized and has the authority to enter into this Agreement with an electronic signature on behalf of the applicable party and intends to sign this Agreement by applying his or her electronic signature as indicated. In an abundance of caution, and in case any tribunal or other authority should ever determine that the electronic signatures contemplated herein have not resulted in an agreement that is enforceable in every respect, the parties shall also execute this Agreement using "wet ink" signatures on paper.

If the Undersigned or Young's elect, any claim or dispute between either party, arising from or relating to this Agreement, our relationship or our services ("Claim") must be resolved by binding arbitration in accordance with the Commercial Dispute Resolution Procedures of the American Arbitration Association ("AAA"). The parties will each pay their respective attorney's, expert's and other fees, except as otherwise provided by law. The parties also agree that the arbitration only may resolve claims, disputes or controversies between the Undersigned and Young's. To the fullest extent permitted by applicable law, no arbitration with respect to this Agreement shall be joined to an arbitration involving any other party, whether through class arbitration proceedings or otherwise. The Undersigned agree not to participate in a representative capacity or as a member of any class of claimants, pertaining to any Claim. The arbitrator's findings, reasoning, decision and award must be in writing and must be based upon and consistent with the law of the jurisdiction that applies to the Agreement. The parties agree that any award will be kept confidential.

If any part of this Agreement cannot be enforced, the rest of the Agreement will continue to apply. This Agreement shall be governed by and construed under the laws of the State of California, the state in which it is delivered and in which the extension and administration of credit to the Undersigned is to be performed. In addition to any other jurisdiction determined appropriate by Young's, the Undersigned hereby consent to and by this Agreement submit themselves to the personal jurisdiction of the State Courts of Orange County, California for the purposes of any judicial proceedings which are instituted for the enforcement of this Agreement. The Undersigned agree that venue is proper in said jurisdiction.

Date: _____

Applicant's Legal Name: _____
(Company Name)

By: _____ (signature) Name: _____ (Print Name)

_____ (Title)