



COLONY FOODS
INCORPORATED

SALES APPLICATION

Sales Rep: _____ Date: _____
Terms Seeking: COD 7 Days Other _____ (All orders are COD until terms are approved)
(All accounts are considered COD if nothing checked)

Name registered with state: _____

Doing Business as name: _____

Address: _____

Mailing Address: _____

City, State, Zip: _____

Telephone #: _____

Fax #: _____

Tax ID/Fed ID: _____ Website: _____

Tax Exempt # _____ *if tax exempt, include copy of certificate.

Year Established: _____ Type of Business: _____

Own or Rent Place of Business: _____ Landlord: _____

PRINCIPALS

Legal Name: _____ Legal Name: _____

Social Security # _____ DOB: _____ Social Security # _____ DOB: _____

License # _____ State: _____ License # _____ State: _____

Home Address _____ Home Address _____

City, State, Zip _____ City, State, Zip _____

Title _____ Title: _____

Home Telephone _____ Home Telephone _____

Cell Telephone _____ Cell Telephone _____

Email _____ Email _____

Previous Address _____ Previous Address _____

City, State, Zip _____ City, State, Zip _____

Bank Information

Name _____ Account # _____ Telephone # _____ Contact _____

1. _____

2. _____

***** SIGNATURE'S REQUIRED ON REVERSE SIDE OR SECOND PAGE *****

Order Contact (Include cell and home #'s): _____ Current Total Weekly Purchases \$: _____

Receiving Person (Include cell and home #'s): _____ Estimated weekly Purchases \$: _____

Open Time: _____ Close Time: _____ Requested Time: _____

Special Delivery Requirement (Ex. Back door, front door, alley): _____

Other Delivery Request (Ex. Paper downstairs, Stack Flour on dunnage rack): _____

Closest Customer: _____

Statement of Terms and Agreement

The undersigned ("Purchaser") agrees that all purchases made by the "Purchaser" from Colony Foods, Inc. (Seller) are subject to the following terms and conditions:

- A. I (we) authorize you to whom this application is made or your agents, to investigate my/our financial responsibility and credit worthiness. I (we) agree and understand that personal credit reports may be drawn to aid in the evaluation process, as deemed necessary.
- B. All amounts due Seller is payable in accordance with the payment terms granted by Seller's Credit Department. If any amount due Seller is not paid in accordance with such payment terms, a penalty charge may be added to the sum due.
- C. Purchaser may pay Seller a service fee for all checks returned by Purchaser's bank.
- D. Seller has the right to charge additional convenience fees for credit and debit payments.
- E. At the sole option of Seller, a fuel surcharge may be imposed at any time for any delivery in an amount determined by the Seller. This amount and assessment may be modified from time to time at the option of Seller. Purchaser agrees to pay for said fuel surcharge upon being billed for same.
- F. Purchaser shall notify Seller by certified mail of any change in ownership.
- G. In the event the account is turned over to an attorney or other collection agency for collection, or suit is brought on same, or the same is collected via any judicial proceedings whatsoever, Purchaser agrees to pay all reasonable fees, attorney fees, collection fees, interest at the rate of 1 1/2 % per month on all unpaid invoice amounts, and court costs incurred by Seller.
- H. Colony Foods salespersons are expressly NOT authorized to approve or agree to any payment arrangements with purchaser. All arrangements or settlements for payment must be approved by authorized accounts receivable personnel of Seller.
- I. Should the Purchaser order or request any custom made product or Special Order Item from the Seller, then all such items or products specifically made for or ordered by the Purchaser shall be the responsibility of the Purchaser whether or not said items are accepted by or delivered to Purchaser. A "Special Order Item" is defined as any good which is not in the Seller's stock of goods in the ordinary course of business and specially ordered for the Purchaser.
- J. From time to time vendors and manufacturers offer direct rebates. To its best extent Seller and its employees will handle accordingly and execute on purchaser's behalf to take advantage of the rebate offer when applicable.

Date: _____ By _____
Authorized Signature

Witness: _____
Printed Name

By _____
Authorized Signature

Printed Name

Personal Guaranty

In consideration of the Seller's agreement to provide supplies to my business on such credit or cash terms as you may extend from time to time, I (we) do hereby guarantee individually and jointly, personally, and unconditionally the payment by said business of any amount due to Colony Foods from said business (including dishonored checks). In the event the account is turned over to an attorney or other collection agency for collection, or suit is brought on same, or the same is collected via any judicial proceedings whatsoever, purchases agrees to pay all reasonable fees, attorney fees, collection fees, interest at the rate of 1 1/2 % per month on all unpaid invoice amounts, and court costs incurred by seller. By signing this Sales Application, the Purchaser agrees that Colony Foods, Inc. may obtain a credit report on the personal guarantor and any other signatories to this agreement.

Date: _____ By _____
Authorized Signature

Witness: _____
Printed Name

By _____
Authorized Signature

Printed Name

AUTHORIZATION AGREEMENT FOR
CREDIT, DEBIT, or EFT (ACH)

Company Name

I (we) hereby authorize, Colony Foods, Inc. to debit entries to my (our) account indicated below and the financial institution names below, to debit the same to such account.

(Bank Name)

(Branch)

(Address)

(City/State)

(Zip)

(Routing Number)

(Account Number)

Type of Account: _____ Checking _____ Savings

CREDIT- DEBIT CARD PAYMENTS

I (we) hereby authorize, Colony Foods, Inc. to debit entries to my (our) debit/credit card account number below, hereinafter to automatically debit weekly or as needed. The authority is to remain in full force and effect until Colony Foods, Inc. has received written notification from me (or either of us) of its termination in such time and manner as to offer Company and Financial Institution a reasonable opportunity to act on it.

Name on card: _____

Email: _____

Debit/Credit Card #: _____ Exp. date: _____ CVV#:

Billing Zip code of the card: _____

Visa or Mastercard Credit Card payments will be charged a convenience fee or 3% or \$2.50 whichever is greater. Amex and Discover payments will be charged a convenience fee or 3% or \$2.50 whichever is greater. Debit cards will be charged a nominal \$1.35 convenience fee per transaction.

(Print Individual Name)

(Signature)

(Date)



Form ST-12EC Exempt Container Certificate

Massachusetts
Department of
Revenue

Seller's name (Registered vendor)
Colony Foods, Inc.

Address 439 Haverhill St.

City/Town Lawrence State MA Zip 01841

I hereby certify that the packaging described may qualify as exempt containers used to transport food off premises pursuant to Massachusetts General Laws (MGL), Ch. 64H, sec. 6(q). See Massachusetts Regulation 830 CMR 64H.6.5(8).

Description of property
Delivery bags, cups & lids, soup containers or bowl & lids, salad containers or bowls & lids, pizza boxes and corresponding box
packaging inserts, sub and sandwich containers and wraps, foil, paper or styrofoam containers & lids

Full liability is hereby assumed for the payment of any use tax due in the event that the packaging purchased is used for other than exempt purposes specified above. This certificate shall be considered a part of each order unless revoked in writing. All vendor orders under this certificate will clearly indicate that they represent packaging that may qualify as exempt container purchases.

Signed under the penalties of perjury.

Signature Title

Name of company Federal Identification number

Address

City/Town State Zip

Date

Check applicable box: Single Purchase Certificate Blanket Certificate

X

General Information

This form is to be completed by a purchaser (registered vendor MGL Ch. 64H, sec. 7) and given to and retained by the seller. The seller must make sure that the certificate is completed properly and signed before accepting it. For information regarding the requirements for retaining records, see Massachusetts Regulation 830 CMR 62C.25.1.

Sales of containers to purchasers who are registered vendors are not taxable, subject to the proper use of Form ST-12EC, Exempt Container Certificates.

The term container is limited to items used in transporting food or drink off the premises. The meaning of the term is found by determining the use to which a particular item is put. When a paper or plastic product is used to transport food off the premises, it is a container. The term container may include, for example, paper or plastic wrappers, cups, cup lids, or multicup holders used to carry more than one drink, if these items are used to transport food or drink off the premises. The same items used on premises are not considered to be containers for purposes of the exemption. Coffee stirrers, napkins and straws are examples of items not considered containers whether used on or off premises.

If, upon the purchase of packaging, the purchaser is unable to determine whether the packaging will qualify as exempt containers, the purchaser may give the seller a Form ST-12EC, Exempt Container Certificate. The certificate may be given and accepted only for those items that may be **exempt containers** depending on later use. Acceptance of a fully and properly completed certificate will relieve the seller from further liability for the tax. The purchaser must keep an accurate record of the containers used to transport food or drink off premises. Packaging not so used is subject to tax and must be reported on the purchaser's Form ST-9, Sales and Use Tax Return, or its Form ST-10, Business Use Tax Return, as applicable.

Warning: Willful misuse of this certificate is subject to criminal tax evasion penalties of up to one year in prison and \$10,000 (\$50,000 for corporations) in fines.

If you have any questions about the acceptance or use of this certificate, please contact:

Massachusetts Department of Revenue
Customer Service Bureau
PO Box 7010
Boston, MA 02204
(617) 887-MDOR

This form is approved by the Commissioner of Revenue and may be reproduced.

Customer to Representative Final Check List

1	Completed New Act Form	
2	Payment terms discussed - COD, 7 Days, Other	
3	Payment method discussed - CASH, Check, Credit (Fees), ACH, Other	
4	Delivery of Payment discussed	
5	Return policy discussed	
6	Delivery days determined	
7	Fuel surcharge disclosed	
8	ST-12 EC Tax Form	
9	Expectations of driver discussed	
10	Delivery times discussed	
11	Knows how to place order	
12	Knows with whom to place order	
13	Knows day & time to place order	
14	Explained add/order cut off time	
15	Customer has Reps Cell #	
16	Customer has customer service #	
17	Name and phone # for AP	
18	Back up phone # for order	
19	Back up phone # for delivery	
20	Back up plan for missed delivery	
21	Back up plan for missed order	
22	Customer initialed check list.	

Date: _____

Rep Signature: _____

Customer Signature: _____