



SAN LUIS OBISPO
Customer Credit Application and Agreement

Type or Print Legibly

LEGAL COMPANY NAME	FEDERAL ID# (SOCIAL SECURITY # IF PROPRIETORSHIP)
BILLING ADDRESS	PHYSICAL ADDRESS (REQUIRED)
CITY STATE ZIP County	CITY STATE ZIP County
Phone Ext. Fax () () ()	Phone Ext. Fax () () ()
DBA	Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Is Partnership an LP or an LLP? Yes <input type="checkbox"/> No <input type="checkbox"/>

Should we charge you sales tax? Yes No (If no, furnish resale certificate, tax will be charged until certificate received)

Estimated monthly purchases \$ _____ Credit line requested _____

Year business established _____ How long under current management? _____

Accounts payable contact name _____ Title _____

Accounts payable fax _____ Accounts payable e-mail _____

PRINCIPALS/OFFICERS:

NAME	TITLE	SOCIAL SECURITY #
_____	_____	_____
HOME ADDRESS	CITY	STATE ZIP
_____	_____	_____
NAME	TITLE	SOCIAL SECURITY #
_____	_____	_____
HOME ADDRESS	CITY	STATE ZIP
_____	_____	_____
NAME	TITLE	SOCIAL SECURITY #
_____	_____	_____
HOME ADDRESS	CITY	STATE ZIP
_____	_____	_____

BANK INFORMATION:

BANK NAME	ACCT. NO	CONTACT PERSON
_____	_____	_____
ADDRESS	CITY	STATE ZIP
_____	_____	_____

TRADE/SUPPLIER REFERENCES: (Minimum of three)

Company Name	Address	City	State	Fax Number	Telephone Number
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Applicant authorizes Glacier Ice Company to contact the bank and references named above, and Applicant also authorizes the bank and references to release information to Glacier Ice Company. Applicant further authorizes Glacier Ice Company to make any inquiries and to obtain any credit reports it deems necessary pertaining to credit and financial responsibility. The person executing this Credit Application & Agreement is authorized to do so and all statements contained in this agreement and any attachments or addendums thereto are true and correct. **Please initial** _____

TERMS AND CONDITIONS WAIVER AGREEMENT

In order to facilitate the processing of orders received from customers, Glacier Ice Company (“Seller”) has adopted standard terms and conditions upon which it will sell its products. So that Seller can always handle your order with the speed and efficiency that it deserves, Seller requires that you buy products from Seller under the standard Seller Terms and Conditions of Sale only. Please read them carefully and note your assent thereto by signing the appropriate space below. You may terminate this agreement by sending thirty days’ written notice to Seller (via certified mail) of your intention to do so.

No battle of the forms or additional or inconsistent terms: From time to time, you may issue a formal purchase order to Seller containing certain terms and conditions which are in addition to or inconsistent with Seller’s Terms and Conditions of Sale. Please be advised that any additional or different terms in your purchase order or other documents submitted to Seller are hereby deemed to be material alterations and you are hereby notified that Seller objects to them and rejects them, even if Seller shall so sign the purchase order or ship pursuant thereto.

BUSINESS PURPOSE CREDIT

Applicant hereby represents that all purchases made hereunder shall be solely for use by Applicant in its business, and that no credit extended by Seller shall be primarily for personal, family or household purposes. The terms of any privacy policy published by Seller, whether on an internet web site or otherwise, shall not apply to any transaction governed by these terms and conditions since Applicant has expressly notified Seller, pursuant to the preceding sentence, that the primary purpose for such transaction is not for personal, family or household purposes.

In the event of default in payment to Seller, Applicant agrees to indemnify Seller for all collection costs including but not limited to attorney fees and expenses, court costs, exhibit expenses, travel time and expenses, and witness fees and expenses, whether or not suit is filed, as incurred by or on behalf of Seller in the enforcement and collection of any obligation of Applicant to Seller.

Limitation of Liability. Seller’s liability to Applicant for damages caused by failure to deliver product on time or damage to products being delivered shall not exceed \$100. **IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY DAMAGES RESULTING FROM LOSS OF USE OR PROFITS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN AN ACTION BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

SELLER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SELLER EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES.

Applicant understands that presentation of this application does not constitute an offer to sell by Seller. In signing this application, Applicant warrants the information provided to be true and correct and that the undersigned has read the Seller Terms and Conditions of Sale, and Applicant agrees to the Terms and Conditions as shown above.

Authorized Signature

Date

Name typed or printed

Title

NOTE: A current fiscal Year End Balance Sheet and a Profit and Loss Statement must accompany this application on credit requests over \$100,000.00.
