



CUSTOMER CREDIT APPLICATION

COMPANY NAME: _____
DBA: _____
ADDRESS: _____
CITY: _____
STATE: _____
ZIP: _____
PHONE #: _____
FAX #: _____

TYPE OF BUSINESS:
 CORPORATION
 PARTNERSHIP
 SOLE PROPRIETORSHIP
 NOT FOR PROFIT

FEDERAL ID NUMBER: _____
STATE RESELLERS NUMBER: _____

DATE THE BUSINESS WAS ESTABLISHED
UNDER CURRENT OWNER: _____

ACCOUNTS PAYABLE CONTACT: _____
ACCOUNTS PAYABLE PHONE: _____

OWNERS & OFFICERS

NAME AND TITLE: _____
HOME ADDRESS: _____
HOME PHONE: _____
MOBILE PHONE: _____

BANK REFERENCE

BANK NAME: _____
ACCOUNT OFFICER: _____
PHONE: _____

TRADE REFERENCES

SYSCO FOODS DOES NOT GIVE REFERENCES

COMPANY NAME: _____
CONTACT: _____
PHONE NUMBER: _____
ADDRESS: _____

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TERMS AND CONDITIONS

1.) **STANDING ORDERS**

- (A) All standing orders will be delivered at times and dates agreed upon unless otherwise modified by customer request.
- (B) Any such modifications to a standing order must specify the date or dates to which the changes will be applied, including a delivery time.
- (C) Standing orders shall remain in effect until Red Hen Bread receives a 14-day prior written notice of cancellation.

2.) **MINIMUM ORDERS**

- (A) Red Hen requires a \$10.00 minimum order and will provide free delivery to any establishment located between Western Avenue and the lake (east to west), and between Madison Avenue and Addison Avenue (north to south). Anywhere outside these parameters will be handled on a case-by-case basis.
- (B) Service fees may be assessed for deliveries that are additional to established AM and PM deliveries.
- (C) There is no minimum for pick-up orders.

3.) **ORDERS/CANCELLATIONS**

- (A) Phone Orders: Call 312-433-0436
 - (a) Ext. 221 during regular business hours (6am-5pm)
- (B) Fax Orders: Dial 312-491-0410
 - Please indicate:
 - (a) Your name
 - (b) Company name
 - (c) Products and quantities
 - (d) Expected delivery date and time
- (C) Order Cut-Off Times:
 - (a) Orders for AM delivery and Pastries must be placed by 12:00 noon for the following day's delivery.
 - (b) Orders for PM delivery must be placed by 12:00 midnight for following day's delivery.
 - (c) Cancellations must be placed by 12:00 noon of the day prior to scheduled delivery or customer will be billed.
- (D) Drop off Deliveries: Customers requesting a delivery outside of the facility or inside without a signature shall be responsible of the product at the point of delivery. No credits will be given in this situation. Customers are strongly advised to obtain a container or other receptacle, which our drivers can lock.
- (E) Orders and special requests placed after cut-off times can be subject to a service charge to cover processing and production of additional items.

4.) **ASSIGNMENT AND BINDING EFFECT:** Neither party shall assign this Agreement nor any part of it, nor delegate any obligation imposed by this agreement without the prior written consent of the other. All terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the successors and assigns of the Parties.

5.) **JURISDICTION/CHOICE OF LAW:** This agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of Illinois. Should any disputes arise from the terms and/or performance of this Agreement, it is mutually agreed the Illinois law shall be controlling and all parties shall submit to the jurisdiction of the state courts in the City of Chicago, County of Cook.

6.) **FUEL SURCHARGE:** Due to fluctuations in the price of fuel, Red Hen may add fuel Surcharge to any delivery order.

7.) **PAYMENT AND CREDIT TERMS**

- (A) Without prior credit approval, payment is due upon delivery. Please allow 5 business days to process credit request and establish terms.
- (B) After approval payment is due promptly. Failure to pay promptly will result in the elimination of credit terms and all invoices will be due upon receipt of the product.
- (C) Statements will be sent out twice a month and should be reviewed for skipped or missing invoices.
- (D) In the absence of a personal guarantee, any invoice over 30 days past due will result in a termination of services.
- (E) Any invoice over 30 days past due will be assessed a 1.5% finance charge. Finance charges are assessed on the last day of every month.

8.) **PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE.**

In witness whereof, the parties have duly executed this Agreement on the date first written.

Company Name

Red Hen Bread

BY: _____

BY: _____

ITS: _____

ITS: _____

PERSONAL GUARANTEE

In order to induce RED HEN CORPORATION, L.P., (“RHB”) to enter into the Customer Agreement, to which this guarantee is attached, with (Customer), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby the prompt, full and complete performance of any and all of the duties and obligations of Customer to RHB and the payment of any and all indebtedness, damages, costs and expenses due RHB by Customer.

This guarantee shall remain in full force and effect until the termination of the Customer Agreement provided, however, that the undersigned shall not be released from his/her/their obligations hereunder so long as any claim of RHB against Customer which arises out of, or relates to, directly or indirectly, said Customer Agreement, is not settled or discharged in full.

The undersigned hereby expressly waives (a) notice of acceptance of this guarantee by RHB, (b) notice of non-performance of Customer of any of its duties or obligations, c) notice of any modification of the Customer Agreement or any extension of time granted to the Customer, and (d) all defenses, offsets and counterclaims which the undersigned may at any time have to claim of RHB against Customer.

RHB may, in its discretion, proceed against the undersigned to collect any obligation covered by this guarantee without first proceeding against Customer. Upon 5 days notice by RHB, the undersigned shall pay any and all indebtedness, damages, costs and expenses due RHB by Customer and shall perform any and all duties and obligations of Customer to RHB.

This guarantee shall be construed pursuant to the laws of the State of Illinois, shall inure to the benefit of RHB, its successors and assigns, and shall be binding on the undersigned, his/her/their heirs and assigns.

All actions or proceedings arising with respect to any controversy arising out of this guarantee shall be litigated only in courts whose situs is within the State of Illinois and the undersigned hereby submits to the jurisdiction of the courts of the State of Illinois and the jurisdiction of the United States District Court of the Northern District of Illinois, Eastern Division. The undersigned shall accept court service of process by registered or certified mail addressed to the address provided below or to such other address as the undersigned has supplied to RHB in writing and such service shall constitute personal service of such process. The undersigned waives any right the undersigned may have to transfer or change the venue of any litigation brought against the undersigned by RHB.

Guarantor - Signature

Social Security Number

Print Name

Cell Phone #

Home Address

Home Phone #

DISTRIBUTION
INFORMATION

NAME OF COMPANY
ADDRESS OF DELIVERY

NAME OF MANAGER
OTHER CONTACT

TIME OF DELIVERY

PLEASE ALLOW A WINDOW

MONDAY		
TUESDAY		
WEDNESDAY		
THURSDAY		
FRIDAY		
SATURDAY		
SUNDAY		

STORE/RESTAURANT HOURS

MONDAY		
TUESDAY		
WEDNESDAY		
THURSDAY		
FRIDAY		
SATURDAY		
SUNDAY		

SPECIFIC DELIVERY INSTRUCTION

*(I.E. IN THE BACK ALLEY IN CONTAINER,
DO WE HAVE A SET OF KEYS?)*

CONFIDENTIALITY AGREEMENT

The nature of services and pricing provided by Red Hen Bread to _____ requires information to be handled in a private, confidential manner.

Information about our pricing or clients will only be released to people or agencies outside Red Hen Bread and _____ with our written consent. Following legal or regulatory guidelines provide the only exceptions to this policy. All reports, memoranda, notes, or other documents will remain part of both Red Hen Bread and _____ confidential records.

The pricing of each individual product will only be released to people authorized by the nature of their duties to receive such information and only with the consent of management at Red Hen Bread.

The undersigned customer agrees to abide by this confidentiality agreement.

Customer

Red Hen Bread Representative

Date