



Replenishment Access and Universal Credit Application

Please return this application to:

Avendra Replenishment, LLC
702 King Farm Blvd.
Suite 600
Rockville, MD 20850

Phone - 866-AVENDRA
Fax - (301)825-0495
Email - replenishment@avendra.com

This Replenishment Access and Universal Credit Application is made for the benefit of Avendra Replenishment, LLC ("**Avendra**") for the purpose of setting forth the terms and conditions of access to Avendra's Replenishment business and of determining whether Avendra will extend credit accommodations to you, the Buyer.

Buyer Profile

Legal Name (" Buyer "):			Trade Name (if also used):		
Delivery Address: Street		City:	State:	Zip	County:
Billing Address: Street		City:	State:	Zip:	Years in Business:
State of Formation:	Tel:	Fax:		Email:	
Website:		Contact Person:			
Name/Title of Manager:			Tel:		
Name of Person Paying Bills:			Tel:		
Address Where Bills Will be Paid From:					
Fed. Tax ID #:	State Tax ID#:	City Tax ID#:		D&B t#:	
Nature of Business:					

Tax Exemption: **To receive tax exempt status from Avendra, attach Tax Exemption Certificates *from each state.***

Ownership

- Corporation/LLC Sole Proprietorship Partnership Other (Specify)

Principal Stockholders/Members, Owners or Partners (as applicable)

1. Name:		(Home) Address:			
Tel:		SS#:		Drivers Lic #:	
2. Name:		(Home) Address:			
Tel:		SS#:		Drivers Lic #:	
3. Name:		(Home) Address:			
Tel:		SS#:		Drivers Lic #:	

Banking Information

Name of Bank:
 Address:

Account #:

Tel:
 Contact:

Business, Credit, Trade References (Minimum 4)

1. Company Name:		Relationship:	
Account#:	Tel:	Fax:	
Address:			
2. Company Name:		Relationship:	
Account#:	Tel:	Fax:	
Address:			
3. Company Name:		Relationship:	
Account#:	Tel:	Fax:	
Address:			
4. Company Name:		Relationship:	
Account#:	Tel:	Fax:	
Address:			

Financial Information

Attach a copy of Buyer's most recent Financial Statements/Balance Sheet.

Are Buyer's Accounts Receivable, Facilities and/or Equipment encumbered by a lien or security interest?

Yes No If yes, provide details below.

Outstanding Loans Made to Buyer:

1. Name of Creditor:		Type Loan:	Secured by:
Original Amt Due:	Present Amt Due:		Monthly Pmt:
2. Name of Creditor:		Type Loan:	Secured by:
Original Amt Due:	Present Amt Due:		Monthly Pmt:

Account Listing

Please list in an attachment **on Buyer's letterhead** full name, address, city, state, zip code, contact name, federal and state tax identification nos., and telephone nos. of all individual properties covered under this Credit Application. **DO NOT LIST** any entities for which you do not have **FINANCIAL RESPONSIBILITY**.

Replenishment Access

Buyer desires access to purchase hospitality replenishment products and services ("**Products**"), including furniture, fixtures and equipment, replacement kitchen equipment and decorative furnishings. Buyer's access to the Products is subject to the availability of the Products from the distributors, suppliers and manufacturers of such Products ("**Suppliers**"). Avendra will accept only written orders on Avendra's purchase order form or Buyer's agreed purchase order form; verbal orders are not acceptable. Any and all Product warranties shall be made directly by Suppliers to Buyer. Buyer shall be responsible to ensure that all Products ordered meet local, state and federal code requirements including fire codes, boiler codes, health department codes and the like. Buyer shall also assume all responsibility for receiving, inspecting and filing any claims for concealed damage when shipment is accepted and signed for in good condition. Avendra does not take ownership or possession of the Products. Avendra is a for-profit business and the prices paid by Buyer for Products include a mark-up for Avendra's services, and Avendra may negotiate and retain rebates and allowances paid by Suppliers on purchases of Products by Buyer. Buyer recognizes and agrees that the terms of this document, as well as all information as to source, quantity, and price of Products is confidential and that unauthorized disclosure by Buyer may result in suspension of access. Avendra's services do not include the inspection, testing or other quality control or audit of the Products. Avendra does not guarantee the performance of any Supplier.

Miscellaneous

Payment by Buyer of all Avendra invoices is due within thirty (30) days of the date of invoice. Buyer agrees to pay interest in the amount of 1½ % per month, or the maximum rate, if less, that Buyer may lawfully contract to pay, on any payment past due. Buyer agrees to pay all costs of collection, including reasonable attorney's' fees and expenses, should a default in payment occur. Buyer agrees to neither order nor accept goods from Avendra and the Suppliers while Buyer is insolvent within the meaning of § 1-201(23) of the UCC. Every order placed, or delivery accepted, while the Buyer is insolvent shall constitute a written misrepresentation of solvency to Avendra within the meaning of § 2-702(2) of the UCC.

Buyer hereby certifies that the information furnished in this Application and furnished herewith is true, correct and complete and is being furnished to Avendra for the purpose of inducing Avendra to extend credit to Buyer, and understands that Avendra intends to rely on such information. Buyer represents and warrants that it is solvent, generally able to pay its debts as they become due, and has capital sufficient to carry on its business. Buyer agrees to promptly advise Avendra of any material change in the information herein provided, including but not limited to change of ownership, address or telephone. Avendra will retain this Application whether or not Buyer is approved. Buyer hereby authorizes Avendra and/or Avendra to check from time to time Buyer's business and owners' personal credit history and trade, bank and personal references (whether or not listed in this Application) for customary credit information, to confirm the information contained in this Application, including but not limited to sending a copy hereof to the trade, bank and personal references, and to release information to other creditors regarding Buyer's credit experience with Avendra.

The federal Equal Credit Opportunity Act prohibits creditors from discrimination against credit Buyers on the basis of race, color, religion, national origin, sex, marital status or age (provided that the Buyer has the capacity to enter into a binding contract); because all or part of the Buyer's income derives from public assistance programs; or because the Buyer has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning the creditor is the Federal Trade Commission, Washington, D.C.

Upon approval of this Application, Avendra in its sole discretion will assign Buyer a maximum credit line and shall have the right to increase, decrease or terminate Buyer's credit privileges at any time without prior notice to Buyer. If this Application is not approved in full or if any other adverse action is taken with respect to Buyer's credit with Avendra, Buyer has the right to request within 60 days of Avendra's notification of such adverse action, a statement of specific reasons for such action, which statement will be provided within 30 days of such request.

Acknowledged and agreed:

Buyer: _____ Date: _____

By: _____ Print Name: _____ Title: _____