## **725 Independent Road** Oakland, CA 94621

**725 Julie Ann Way** Oakland, CA 94621



**5900 Coliseum Way** Oakland, CA 94621

**740 Julie Ann Way** Oakland, CA 94621

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## CREDIT APPLICATION AND OPEN ACCOUNT AGREEMENT

PILLING INFORMATION (Information in this section is Mandatory)										
BILLING INFORMATION (Information in this section is Mandatory)										
BUSINESS NAME						INDIVIDUAL		TAXABL	TAXABLE	
BILLING ADDRESS CITY							NON-TA			
STATE	ZIP CODE	OFFICE NUM	MBER CELL NUMBER			CORPORATION			(ATTACH CERTIFICATE OF EXEMPTION)	
FAX NUMBER		EMAIL ADDR	RESS			LLC		OTHER	OTHER	
TYPE OF BUSINESS YEARS IN BU			JSINESS NUMBER OF EMPLOY			CONTRACTORS LICENSE NO.			).	
COMPLETE THIS SECTION IF SOLE OWNER										
LAST NAME FIRST NAME								DRIVERS LICENSE NO. STATE		
HOME ADDRESS		CITY	STATE			ZIP CODE	1	HOW LONG AT THIS ADDRESS		
HOME PHONE NUMBER	FAX NUMBER		CELL NUMBER EMAIL ADDR			RESS				
ARE YOU: SELF EMPLOYED EMPLOYED	NAME OF BUSINESS (	OR EMPLOYER	ADDRESS			CITY STATE ZIP COD			ZIP CODI	Έ
ARE YOU BONDED? YES NO	IF "YES", WITH WHOM	?	ADDRESS		CITY		STATE ZIP CODE			
SPOUSE LAST NAME	SPOUSE FIRST NAME		SPOUSE MIDDLE NAME LAST		LAST 4 DIGITS	T 4 DIGITS OF SSN		DRIVERS LICENSE NO. STATE		
LAST NAME OF NEAREST RELATIVE FIRST NAME OF NEAREST RELATIVE			RELATIONSHIP HOME NUI			3ER MOBILE NUMB		MOBILE NUMBER		
ADDRESS			CITY			STATE ZIP CODE				
	COMPLETE	THIS SEC	CTION IF PARTN	ERSHIP, C	ORPORAT	ION OR LL	C			
FULL NA	ME OF CORPORATE	MEMBERS, N	MANAGERS, OFFICE	RS OR PARTI	NERS - attach	additional she	ets if n	ecessary		
LAST NAME	ME FIRST NAME			MIDDLE NAME L		LAST 4 DIGITS OF SSN DF		RIVERS LICENSE NO. STATE		ATE
ADDRESS	CITY		STATE ZIP CODE		FEDERAL TAX ID NO. ST		STATE	ATE INCORPORATED IN		
BUSINESS NUMBER	HOME NUMBER		FAX NUMBER		CELL NUMBER		EMAI	MAIL ADDRESS		
LAST NAME	FIRST NAME		MIDDLE NAME		LAST 4 DIGITS OF SSN D		DRIVE	PRIVERS LICENSE NO. STATE		
ADDRESS	CITY		STATE ZIP CODE F		FEDERAL TAX ID NO.		STATE	STATE INCORPORATED IN		
BUSINESS NUMBER	HOME NUMBER		FAX NUMBER CE		CELLULAR NUMBER EM		EMAI	MAIL ADDRESS		
BANK REFERENCES										
BUSINESS ACCOUNT										
BANK NAME / BRANCH # ACCOUNT NUMBER			PHONE NUMBER		ADDRESS CIT		CITY	STA	TE ZIP CC	ODE
PERSONAL ACCOUNT (CHECK	ING)				,					
BANK NAME / BRANCH # ACCOUNT NUMBER		JMBER	PHONE NUMBER		ADDRESS		CITY	STA	TE ZIP CO	ODE
PERSONAL ACCOUNT (SAVING	GS)									
BANK NAME / BRANCH #	ACCOUNT I	NUMBER	PHONE NUMBER	?	ADDRESS		CITY	STA	TE ZIP CO	ODE

TRADE REFERENCES/PRIMARY SUPPLIERS								
NAME	PHONE NUMBER		ADDRESS		CITY	STATE	ZIP CODE	
NAME	PHONE NUMBER		ADDRESS		CITY	STATE	ZIP CODE	
NAME	PHONE NUMBER		ADDRESS		CITY	STATE	ZIP CODE	
LIST	VEHICLES A	UTHORIZED TO	O USE YOUR AC	COUNT BEL	OW (REQUIRED)			
LICENSE PLATE		LICENSE PLATE		LICENSE PLATE				
LICENSE PLATE		LICENSE PLATE		LICENSE PLATE				
ARE PURCHASE ORDERS OR JOB NAMES	REQUIRED ON AL	ORDERS? YES	NO					
MONTHLY CREDIT AMOUNT YOU ARE SEE	EKING?							
HOW MUCH TO YOU PLAN TO SPEND ANN	NUALLY AT OUR LO	OCATIONS?						
<b>BEE GREE</b> It is agreed by the Applicant and Bee Green the following terms and conditions.		-			S AND CONDITION sion of credit by BGRS to A		ubject to	

- Payment terms are Net 30. All invoices are subject to interest at the rate of one and one-half percent (1.5%) per month on all past due balances.
- The Applicant shall pay for all costs and expenses of collection of amounts due under this Agreement, including reasonable attorneys' fees, court costs and expert
- All sales under this Agreement are subject to our standard return policy, which may be changed from time to time without notice in the sole discretion of BGRS. All sales are FOB BGRS store locations unless delivery service is selected at time of service or purchase. See terms and conditions listed on BGRS websites.
- The Federal Equal Credit Opportunity Act ("ECOA") prohibits credit grantors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capability to enter into a binding contract), because all or part of the applicants income derives from any public assistance program, or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this credit grantor is the Federal Trade Commission.
- This Agreement shall be deemed accepted and performed in Alameda County, CA, USA. The parties hereto agree that any disputes under this Agreement shall be governed by California Law and exclusively submitted to the courts of Alameda County, CA for adjudication.
- The undersigned individual who is either a principal of the credit applicant or a sole proprietorship, represents and warrants that he/she is authorized to enter into this credit application on behalf of credit applicant and recognizes that his/her individual credit history may be a factor in the evaluation of the credit history of the applicant, hereby consents to and authorizes the use of his/her consumer credit report to the above named business credit grantor, from time to time as may be needed, in the credit evaluation process.
- BGRS shall not be liable for any loss, claim, expense or damage caused by, contributed to or arising out of the acts or omissions of applicant or third parties, whether negligent or otherwise. In no event shall BGRS' liability for any cause of action for any matter arising out of this credit application or BGRS' sale of goods or services to applicant whatsoever exceed the cost of the product or service giving rise to the claim, whether based in contract, warranty, indemnity or tort (including negligence and strict liability) or otherwise. In no event shall BGRS be liable for any special, incidental, consequential, exemplary, punitive or other such indirect damages (including, without limitation, loss of revenues, profits or opportunities) whether arising out of or as a result of breach of contract, warranty, tort (including negligence and strict liability) or otherwise.
- Express warranties, if any, provided with products or services sold by BGRS shall be as set forth in the associated product documentation. BGRS specifically disclaims any and all other implied warranties, including warranties of merchantability and fitness for a particular purpose, none of which shall apply to the sale of BGRS' products or services.
- Applicant agrees to immediately notify BGRS' of any change in ownership, address, authorized purchaser(s) or form of said applicant in writing. This Agreement shall remain in force until the account is paid in full and written notice of termination of this Agreement is received by BGRS.
- Applicant hereby grants BGRS consent to and authorizes all vehicles included above to charge Applicant's account. Applicant is responsible for all charges made by an authorized vehicle. Additional authorized vehicles may be added by Applicant via a written request. Applicant understands that this authorization will remain in effect until cancellation is given in writing.
- BGRS reserves the right to terminate this Agreement at any time, with or without notice, for any reason, at its sole discretion.
- THE APPLICANT, THE GUARANTOR(S), AND ANY OTHER PERSON SIGNING THIS AGREEMENT, EACH REPRESENT AND WARRANT THAT THE INFORMATION SUBMITTED

IS TRUE AND CORRECT IN AL	L RESPECTS.					
PERSONAL GUARANTEE: I PERSONALLY GUARANTEE PAYN	MENT OF ANY AND A	ALL INDEBTEDNESS OF T	THE ABOVE ACCOUNT AND AGREE TO BE BOUNI	O BY THE ABOVE TE	ERMS AND CONDITION	ONS.
AUTHORIZED SIGNATURE		DATE	AUTHORIZED SIGNATURE	DATE		
PRINT NAME HERE	TITLE		PRINT NAME HERE	TITLE		
AUTHORIZED SIGNATURE		DATE	AUTHORIZED SIGNATURE		DATE	
		FOR O	FFICE USE ONLY			
Approved by		Date	Credit amount			