



# LoCo Food Distribution

128 Racquette Dr.  
Fort Collins, CO, 80524  
970.493.FOOD (3663)

info@LoCoFoodDistribution.com  
www.LoCoFoodDistribution.com

## Customer Application

**PLEASE COMPLETE ALL APPLICABLE FIELDS BEFORE SUBMITTING**

### GENERAL INFORMATION:

COMPANY NAME:			
CONTACT NAME:			
PHONE #:			
EMAIL:			
ALT. CONTACT NAME:			
ALT. PHONE #:			
ALT. EMAIL:			
WEBSITE:			
BILLING ADDRESS:		DELIVERY ADDRESS:	
SPECIAL INSTRUCTIONS: (TIME, DOOR, ETC.)			
PREFERRED CONTACT:	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> EMAIL
CITY SALES TAX #		STATE SALES TAX #	
WHAT PRODUCTS ARE YOU LOOKING TO SOURCE FROM LOCO FOODS?			
HOW DID YOU HEAR ABOUT LOCo FOOD DISTRIBUTION?			
WHAT OTHER COMPANIES DO YOU THINK WOULD BENEFIT FROM LOCo FOOD DISTRIBUTION'S SERVICES?			



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## POLICIES

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- Customers must have a signed “Customer Policies and Procedures” on file with LoCo Foods before deliveries commence.
- Customers may not buy direct from LoCo Foods vendors.
- Access to the online ordering catalog is designed to streamline the ordering process. LoCo strives to bring high quality, local products to the market at pricing that is fair to the consumer, distributor and farmer. As such, special offers, promotions and other tailored information is made available on a customer by customer basis. In an effort continue the success of the local food movement and ensure fairness please do not share your log in credentials with others.
- Wholesale prices are intended for resellers. Prices are F.O.B. point of destination. Sales and use taxes and other government charges or expenses are the responsibility of the buyer.
- LoCo Foods guarantees a minimum shelf life of 7 days for dated perishables and 14 days for shelf stable products.
  - LoCo Foods takes no responsibility for the expiration dates that vendors establish for their products.

## ORDERS

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- Each delivery order must total a minimum of \$200. Delivery of orders that do not reach the minimum requirement due to the unavailability of products is at the discretion of LoCo Foods.
  - Deliveries made under \$200 will be charged a \$40 delivery fee.
- All orders are subject to availability. LoCo Food reserves the right to cancel or amend orders.
- Orders must be placed 48 hours before the expected delivery day AND before 12 PM.
  - Customers can order online (preferred), by email or by phone.
- Orders must include specific product item numbers as found in the LoCo Foods Online Catalog.
- Any order changes (additions, substitutions, subtractions) within 48 hours of delivery time will be considered for in-stock items and subject to availability.
- Multiple orders may be consolidated into one delivery per week as determined by LoCo Foods.

## DELIVERIES

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- Orders must be placed by 12:00pm, 2 business days before your scheduled delivery day.
- Orders will be delivered any time between 6:00am and 7:00pm. If you have specific delivery requirements, please contact your area Local Food Specialist, found online at [www.locofooddistribution.com/about-us](http://www.locofooddistribution.com/about-us).
  - LoCo Foods will make all reasonable efforts to accommodate special needs, but cannot guarantee all special needs will be met.
- A hard copy of the invoice will accompany all deliveries. It is the customer’s responsibility to check-in delivery immediately upon receipt. Any discrepancies or quality issues must be noted in writing on the invoice prior to delivery driver’s departure.
- Customers must provide adequate space for LoCo Foods’ vehicles that are close to delivery area.
  - To ensure the safety of our drivers, LoCo employees are not required to carry product up and down stairs or through any other hazardous environments.

## MIS-ORDERS, SUBSTITUTIONS, ERRORS AND RETURNS:

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- Incorrectly delivered items or LoCo Foods-designated substitutions may be refused at the time of delivery. All reasonable effort will be made on the part of LoCo Foods to address errors.
- Customer mis-orders on in stock items can be refused at the time of delivery. Customers account will be credited the difference. A 30% restocking fee will be assessed.
- LoCo Foods does not accept returns or offer credit for products that do not sell.

## PAYMENT:

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- Cash-on-Delivery is required for new customers.
  - Payment terms may be extended after reviewing customer's Credit Application (provided in application packet).
- Checks returned for "Nonsufficient Funds" will be assessed a \$50 penalty.
- LoCo Food accepts business checks, money orders or online payments made through Melio.
  - For established credit customer terms may be offered up to net 7-14 days. A late charge of 1 1/2% per month (18% per annum) will be charged to all past due accounts.
- No future orders will be reserved until all account balances are paid in full.
- LoCo Food Distribution is licensed by the Colorado Department of Agriculture as a Small Volume Farm Products Dealer. Claims are limited to replacement or credit based on original purchase price. All claims must be made within 3 days of delivery. Buyer assumes all risk and liability arising from, or growing out of the use of purchased products. LoCo FOODS GIVES NO WARRANTY EXPRESS OR IMPLIED.
- If buyer becomes insolvent or fails to make payment when due the buyer shall be in default and LoCo Food may immediately enforce any remedy provided by law. In the event LoCo Food must take any action to enforce a claim for collection, whether informally or through institution of legal action, the buyer shall be liable for all costs and reasonable attorney's fees incurred by LoCo Food.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Company: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Payment personally, jointly and severally guaranteed by:

Printed Name: \_\_\_\_\_

Signed: \_\_\_\_\_



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## Credit Application

**This credit application is not required to set up a customer account with LoCo Food Distribution.**

**PLEASE COMPLETE ALL APPLICABLE FIELDS BEFORE SUBMITTING**

Customer Name:		Date:	
Customer Address:			
Contact/Buyer Name:			
Phone #:			
Email:			
Accounts Payable Contact:			
Phone #:			
Email:			
# of Years in Business:			
Bank Name:		<u>Branch:</u>	
Phone #:		<u>Account #:</u>	
Federal Tax ID #:		If no TIN available, please supply majority owner SSN.	

**Please list the name, address, and phone number of three of your current suppliers**

Name:		Address:		Phone: _	
Name:		Address:		Phone:	
Name:		Address:		Phone:	

APPLICATION FOR CREDIT is hereby made and the above references given. Customer understands that this information will be held in the strictest confidence and used only by our Credit Department. Customer authorizes release of information pertinent to this application from the references listed herein.

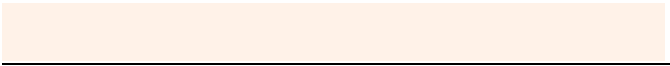
**PROMISE TO PAY AND GUARANTEE.** In consideration for and as an inducement to LoCo Food Distribution to extend credit and sell merchandise, the Customer and the undersigned individual (the Guarantor) , hereby jointly and severally, unconditionally promise and personally guarantee to pay, when due, any indebtedness of the Customer heretofore or hereafter incurred plus 1 ½ % interest per month or 18% per annum on the unpaid balance of all costs and expenses including reasonable attorneys' fees incurred in the collection of such indebtedness or enforcement of this guarantee.

This shall be an open and continuing personal guarantee and shall continue in force notwithstanding and change in form or amount of indebtedness or renewals or extensions of time granted without obtaining consent thereto, or by complete or partial release or settlement by you with the customer, or any other person, and until expressly revoked by written notice received by LoCo Food Distribution at their address sent out by registered mail. Such revocation when received shall apply only to and affect indebtedness thereafter incurred.


Notice of every kind or nature, including but not limited to notice of acceptance of this guarantee, indebtedness and default in payments, are hereby waived. This guarantee may be enforced against the undersigned without first proceeding against the customer, or any other person or guarantor. It is further understood that there are no conditions or limitations to this guarantee except those stated herein.

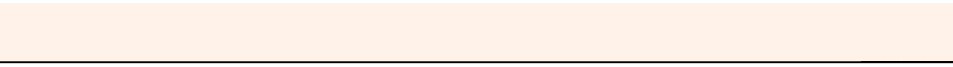
**Attorney's Fees, Costs and Venue.** The prevailing party in any action to enforce or interpret the terms of this Credit Application and Guarantee shall be awarded reasonable attorneys' fees and costs. Should legal action be necessary to enforce or interpret the terms of this Credit Application and Guarantee, venue for such legal action shall be exclusively in the Courts of Fort Collins, Larimer County, Colorado. The remedies provided for herein shall be cumulative and shall be in addition to and not exclusive of any other remedies available under Colorado Law.

  (initial here)

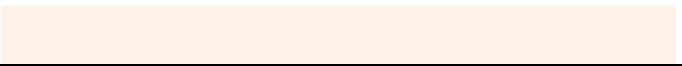
**CUSTOMER/ENTITY NAME:** 

**BY SIGNATURE:** \_\_\_\_\_

**NAME:** 

**TITLE:** 

**GUARANTOR:**

**INDIVIDUAL NAME:** 

**SIGNATURE:** 