



CREDIT APPLICATION and AGREEMENT

CONFIDENTIAL

This Credit Application covers all of the applicant's corporate owned, subsidiaries and affiliates locations that purchase product from Coca-Cola Refreshments, its subsidiaries and affiliates.

IMPORTANT: If this application is for an additional location under the same Corporation for which a charge account exists, complete only the Business Information, Signature Sections and provide existing CHARGE outlet #: _____

Please PRINT * Indicates required fields

* New Outlet/Customer No. _____ **IMPORTANT:** An Outlet No./Customer No. is required for processing.
IF NEEDED, PLEASE CONTACT YOUR SALES REPRESENTATIVE TO OBTAIN THIS NUMBER

BUSINESS INFORMATION

* Corporate or Proprietor Name (Legal Name) _____			Trade Name (DBA Name) _____	
* Address _____			* Main Phone Number _____	Fed. ID Number _____
* City _____	* State _____	* Zip Code _____	* State of Incorporation _____	* Date of Incorporation _____
* President/Owner _____			Chief Financial Officer/Comptroller _____	
* Monthly Credit Line Requested: \$ _____			Dun & Bradstreet # _____	

*** Legal Status:**

Corporation Proprietorship
Partnership L.L.C.
Other (explain): _____

Type of Business:

Convenience	Grocer	Retail
Distributor	Lodging	Vending
Entertainment	Restaurant	Wholesaler
Other (explain): _____		

ACCOUNTS PAYABLE INFORMATION

* Name _____	* Manager of A/P _____	* Phone Number _____
* Address _____	E-mail Address _____	Fax Number _____
* City _____	* State _____	* Zip Code _____

BANK and TRADE REFERENCE INFORMATION

* Bank Name _____	* Account Number _____	* Phone Number _____
Bank Contact Name _____	City _____ State _____	Fax Number _____

Trade Reference Name _____	Account Number _____	City _____ State _____ Phone Number _____
_____	_____	_____
_____	_____	_____

CREDIT AGREEMENT - Please read before signing

The undersigned is an authorized representative of the Applicant, (i) by signing below makes the following representations, on which Coca-Cola Refreshments USA, Inc. affiliates and subsidiaries, trading as Coca-Cola Refreshments (collectively, CCR), may rely, and (ii) agrees to the terms below:

1. Representations:

- a) The individual signing below has the authority to bind Applicant to the terms of this Agreement.
- b) The information contained in the Applicant's Credit Application submitted to CCR (that information regardless of the form used is referred to as the "Credit Application") is complete and accurate.
- c) The credit applied for is for a business or commercial purpose, and not primarily for personal, family or household purposes.
- d) Applicant has the financial ability and willingness to pay all invoices from CCR for goods or services provided to Applicant.

2. Credit Investigation: Applicant authorizes CCR to investigate Applicant's financial condition and credit history for the purpose of determining whether to extend Applicant credit. CCR, in its sole discretion, may choose to extend credit to Applicant, and to what extent to do so.

3. Credit Terms: Terms of credit are determined by CCR from time to time and are stated on your invoice ("Credit Terms"). CCR reserves the right to alter or terminate the Credit Terms in its sole discretion at any time. Payments shall be sent directly to CCR as indicated on the invoice. The invoices provided at the time of delivery represent the billing document, and Applicant will require no further billing unless CCR has agreed in writing to provide additional documentation. In the event that CCR agrees to provide Applicant with credit, Applicant agrees to pay all invoices pursuant to the Credit Terms.

4. Default and Remedies: The failure to pay an invoice in accordance with the Credit Terms is a default. In the event of a default and without further notice, CCR may: (a) offset any monies owed to CCR with credit balances on Applicant's account, marketing funds, or any other amounts due to Applicant, (b) terminate any further extensions of credit, delivery of goods or use of loaned equipment or fixtures, (c) institute legal action to recover balances due under any outstanding invoices and for the return of any equipment or fixtures, and (d) demand adequate assurance for future performance, and Applicant agrees that ten days is a reasonable period in which to provide such assurance. In the event Applicant's account is referred to any agent or attorney for collection, Applicant agrees to pay a reasonable collection and/or attorney's fee and the costs incurred by CCR in pursuing the collection.

5. Effect of Termination: Whether as a result of a decision by CCR in its sole discretion or as a result of a default, Applicant agrees that the termination of the Agreement shall in no way affect Applicant's obligation to pay for goods delivered or services rendered prior to the termination in accordance with the Credit Terms in effect at the time of termination.

6. Prior Agreements Superseded: This Credit Agreement supersedes any prior or contemporaneous oral representations or agreements and any prior written representations or agreements between CCR and the Applicant concerning the subject of this Credit Agreement.

7. Modifications: No waiver, modification or amendment of any provision of this Agreement may be enforced against CCR unless it is in writing and signed by CCR.

8. Choice of Law/Venue: Applicant agrees that the law of the state of Georgia shall govern the terms and enforcement of this Credit Agreement. In the event that it is necessary to enforce the terms of this Agreement through a court proceeding, Applicant waives an objections and agrees that venue shall be proper in the state or federal courts in the State of Georgia.

9. Effectiveness: This Credit Agreement is effective upon CCR's approval of the Applicant's request for credit.

* Corporate or Proprietor Name (Legal Name): _____ *Date: _____

*Print/type Signor Name: _____ *Title: _____

*Authorized Signature: X _____

**Complete the following section to add your personal guaranty to the Credit Agreement
(Required for proprietorships and businesses established 2 years or less)**

INDIVIDUAL PERSONAL GUARANTY: For and in consideration of CCR extending credit to the business listed in this application ("Applicant"), I hereby personally absolutely and unconditionally guarantee to CCR payment in full of any obligation of the Applicant, and I hereby bind myself to pay CCR on demand any sum which becomes due to CCR by the Applicant whenever the Applicant shall fail to pay the same. It is understood that this guarantee shall be a continuing guaranty and indemnity for such indebtedness of the Applicant unless CCR receives a certified notification of termination within a minimum of seven (7) days. Such termination shall not affect the guaranty for balances owed prior to the termination date. The Applicant consents to CCR obtaining a consumer credit report on the Personal Guarantor referenced below for the purpose of evaluating the credit worthiness of said Guarantor in connection with this Guaranty.

Guarantor Name: _____ Home Address: _____

City: _____ State: _____ Zip: _____ Date: _____

Document Signing Instructions

1. Please enter the email address of the authorized signer below.
2. The "Save" button will allow you to retain a 'draft' of this document if you so choose.
3. Click the "Submit" button below to initiate the electronic signature process.
4. A confirmation email will be sent to the authorized signer to complete the signature process.
5. You will receive a final signed copy of this document via email.

Save

Submit

Contact CCR Credit Department at creditinvestigations@coca-cola.com if you have any questions.

Developer Settings

Instruction Summary (see ReadMe file for detailed instructions)

1. Attach this to the end the PDF form.
2. Set the parameters and register the form.
3. Save form and distribute.

Developer Identification Number:

Message Details:

Message Subject:

Return signed form to this address:

Bcc the signed form to this address:

Form Options:

Click-to-Sign

Send signed contract encrypted

Send Registered Receipt email

Signer Sent

Register Form