

Application for Credit
Fruitridge Printing & Lithograph
 3258 Stockton Blvd. Sacramento, CA 95820 • (916) 452-9213 • Fax (916) 452-6020

Thank you for selecting Fruitridge Printing. We look forward to working with you. Please fill this application out completely and fax to (916) 452-6020. If you have questions please call (916) 452-9213 x13 for our Accounting Manager.

Company's Leagl Name: _____ **DBA:** _____

Location Address: _____
 Street _____ Suite _____
 City _____ State _____ Zip _____

Mailing Address: _____
If different from above

Year Business Started: _____ **Years at Location:** _____ **Credit desired:** \$ _____
 MM/DD/YYYY

Type of Organization: **Corporation** **General Partnership** **Limited Partnership** **Sole Proprietorship**
If a corporation please indicate C or S.

State of Incorporation: _____ **Year of Incorporation:** _____

Federal Tax Number: _____ **or Employee Tax ID Number:** _____
 Tax Exempt **Resale Number** **# Charge Tax**

CEO, CFO, and Credit Manager or Partners if not a corporation

 Name

 Name

 Name

Business Phone: () _____ **Fax:** () _____

Accounts Payable Contact Person: _____ **Accounts Payable Phone:** () _____

Does your account require a Purchase Order (PO)? **Yes** **No**

Trade References: Please list recent printing references where you have a continuing credit relationship.

Name	Address	Phone	Fax
_____	_____	() _____	() _____
_____	_____	() _____	() _____
_____	_____	() _____	() _____
_____	_____	() _____	() _____

Bank References

Bank Name	Address
_____	_____

Bank Contact	Phone	Account Number
_____	_____	_____

For the purpose of obtaining services and printing from **Fruitridge Printing & Lithograph** on credit, this information is warranted to be true. Application hereby Authorizes **Fruitridge Printing & Lithograph** or its agents to investigate the references provided to ascertain the undersigned's personal, partnership or corporate credit and financial responsibility. I/We agree to pay for all the charges to our account under the following terms and conditions. In the event of default of any payment that may become due, I/We agree to pay interest at the maximum rate allowed by law on the principal balance owing from the date of default. Purchases must be paid within 30 days of delivery date unless prior written agreements have been obtained. In the event suit is filed to enforce payment of all sums due under this agreement, I/We agree to pay reasonable court costs and attorney fees. In the event suit is filed to enforce payment, it is agreed the venue will be the County of Sacramento, State of California. We/I have read the **Fruitridge Printing & Lithograph's** Terms and Conditions of Sale and are in agreement with them.

 Date Signature Type or Print Name Title

Personal Guarantee for Credit Provided by Fruitridge Printing & Lithography

In consideration for credit granted by **Fruitridge Printing & Lithograph** to the above applicant corporation, I/We the undersigned, agree to further and wholly guarantee any debt incurred by: _____ or its agents, and I/We agree to the terms listed in the above agreement and to the **Fruitridge Printing & Lithograph** Terms and Conditions of Sale. This personal guarantee for corporate debt maybe revoked by the undersign upon 30 days written notice to **Fruitridge Printing & Lithograph** of the undersigned's intention to revoke said personal guarantee. The undersigned shall remain liable for any unpaid charges incurred with **Fruitridge Printing & Lithograph** prior to the end of said 30 day period.

 Date Guarantor Signature Guarantor's Typed or Printed Name Social Security #

 Home Address of Guarantor

 Date Guarantor Signature Guarantor's Typed or Printed Name Social Security #

 Home Address of Guarantor

Fruitridge Printing & Lithograph's Terms and Conditions of Sale

1. Quotations/Estimates

A quotation not accepted within 30 days may be changed.

2. Orders

Acceptance of orders is subject to credit approval and contingencies such as fire, water, strikes, theft, vandalism, act of God, and other causes beyond the provider's control. Canceled orders require compensation for incurred costs and related obligations.

3. Experimental Work

Experimental or preliminary work performed at the customer's or their agent's request will be charged to the customer at the provider's current rates. This work may not be used without the provider's written consent.

4. Creative Work

Sketches, copy, dummies, and all other creative work developed or furnished by the provider are the provider's exclusive property. The provider must give written approval for all use of this work and for any derivation of ideas from it.

5. Accuracy of Specifications

Quotations are based on the accuracy of the specifications provided. The provider can quote a job at the time of submission if copy, film, tapes, disks, or other input materials do not conform to the information on which the original quotation was based.

6. Venue

In the event of suit regarding this contract, then venue and jurisdiction therefore shall be in either the Superior or Municipal Court, as appropriate, of the County of Sacramento, California. The parties agree and stipulate that the essential terms of this contract are to be performed in said County.

7. Electronic Manuscripts/Images

It is the customer's responsibility to maintain a copy of the original file. The provider is not responsible for accidental damage to media supplied by the customer or for the accuracy of furnished input or final input. Until digital input can be evaluated by the provider, no claims or promises are made about the provider's ability to work with jobs submitted in digital format, and no liability is assumed for problems that may arise. Any additional translating, editing, or programming needed to utilize customer-supplied files will be charged at prevailing rates.

8. Alterations/Corrections

Customer alterations include all work performed in addition to the original specifications. All such work will be charged at the provider's current rates.

9. Prepress Proofs

The provider will submit prepress proofs along with original copy for the customer's or customer's agent's review and approval. Corrections will be returned to the provider on a "master set" marked "O.K.," "O.K. With Corrections" or "Revised Proof Required" and signed by the customer. Until the master set is received, no additional work will be performed. The provider will not be responsible for undetected production errors if:

- Proofs are not required by the customer or their agent.
- The work is printed per the customer's/customer's agent's OK
- Requests for changes are communicated verbally

10. Press Proofs

Press proofs will not be furnished unless they have been required in writing in the provider's quotation. A press sheet can be submitted for the customer's or their agent's approval as long as the customer/agent is present at the press during make-ready. Any press time lost or alterations/corrections made because of the customer's/agent's delay or change of mind will be charged at the provider's current rates.

11. Color Proofing

Because of differences in equipment, paper, inks, and other conditions between color proofing and production pressroom operations, a reasonable variation in color between color proofs and the completed job is to be expected. When a variation of this kind occurs, it will be considered acceptable performance.

12. Overruns/Underruns

Overruns or underruns will not exceed 10 percent of the quantity ordered. The provider will bill for the actual quantity delivered within this tolerance. If the customer requires a guaranteed quantity, the percentage of tolerance must be stated at the time of quotation.

13. Customer's Property

The provider will only maintain fire and extended coverage on property belonging to the customer while the property is in the provider's possession. The provider's liability for such property will not exceed the amount recoverable from the insurance. Additional insurance coverage may be obtained if it is requested in writing and if the premium is paid to the provider.

14. Delivery

Unless otherwise specified, the price quoted is for a single shipment, without storage, F.O.B. the provider's platform. Proposals are based on continuous and uninterrupted delivery of the complete order. If the specifications state otherwise, the provider will charge accordingly at current rates. Charges for delivery of materials and supplies from the customer to the provider or from the customer's supplier to the provider are not included in quotations unless specified. Title for finished work passes to the customer upon delivery to the carrier at the shipping point or upon mailing of invoices for the finished work or a portion thereof, whichever occurs first.

15. Production Schedules

Production schedules will be established and followed by both the customer and the provider. In the normal course of business if the customer fails to follow the agreed upon schedule delays in due dates may result. There will be no liability or penalty for delays due to a state of war, riot, civil disorder, fire, strikes, accidents, action of government or civil authority, acts of God, or other cases beyond the control of the provider. In such cases, schedules will be extended by an amount of time equal to the delay incurred.

16. Customer-Furnished Materials

Materials furnished by customers or their suppliers are verified by delivery tickets. The provider bears no responsibility for discrepancies between delivery tickets and actual counts. Customer supplied paper must be delivered according to specifications furnished by the provider. These specifications will include correct weight, thickness, pick resistance, and other technical requirements. Artwork, film, color separations, special dies, tapes, disks, or other materials furnished by the customer must be usable by the provider without alteration or repair. Items not meeting this requirement will be repaired by the customer or by the provider at the provider's current rates.

17. Outside Purchases

Unless otherwise agreed in writing, all outside purchases as requested or authorized by the customer, are chargeable.

18. Terms/Claims/Liens

Payment is cash in advance or whatever has been agreed to between customer and provider. Claims for defects, damages, or shortages must be made by the customer in writing no later than 10 calendar days after delivery. If no such claim is made, the provider and the customer will understand that the job has been accepted. By accepting the job, the customer acknowledges that the provider's performance has fully satisfied all terms, conditions, and specifications. The provider's liability will be limited to the quoted selling price of defective goods without additional charge for special or consequential damages. As security for payment of any sum due under the terms of an agreement, the provider has the right to hold and place a lien on all customer property in the provider's possession. This right applies even if credit has been extended, notes have been accepted, trade acceptances have been made, or payment has been guaranteed. If payment is not made, the customer is liable for all collection costs incurred.

19. Liability

- (1) Disclaimer of Express Warranties. The provider warrants that the work is as described in the purchase order. The customer understands that all sketches, copy, dummies, and preparatory work shown to the customer are intended only to illustrate the general type and quality of the work. They are not intended to represent the actual work performed.
- (2) Disclaimer of Implied Warranties. The Provider warrants only that the work will conform to the description contained in the purchase order. The provider's maximum liability, whether by negligence, contract, or otherwise, will not exceed the return of the amount invoiced for the work in the dispute. Under no circumstances will the provider be liable for specific, individual, or consequential damages.

20. Indemnification

The customer agrees to protect the provider from economic loss and any other harmful consequences that might arise in connection with the work. This means the customer will hold the provider harmless and safe, indemnify, and otherwise defend the provider against claims, demands, actions, and proceedings on any and all grounds. This will apply regardless of responsibility for negligence.

- (1) Copyrights. The customer also warrants that the subject matter to be printed is not copyrighted by a third party. The customer also recognizes that because subject matter does not have to bear a copyright notice to be protected by copyright law, absence of such notice does not necessarily assure a right to reproduce. The customer further warrants that no copyright notice has been removed from any material used in preparing the subject matter for reproduction. To support these warranties, the customer agrees to indemnify and hold the provider harmless for all liability, damages, and attorney fees that may be incurred in any legal action connected with copyright infringement involving the work produced or provided.
- (2) Personal or Economic Rights. The customer also warrants that the work does not contain anything that is libelous or scandalous or anything that threatens anyone's right to privacy or other personal or economic rights. The customer will, at the customer's sole expense, promptly and thoroughly defend the provider in all legal actions on these grounds as long as the provider:
 - Promptly notifies the customer of legal action.
 - Gives the customer reasonable time to undertake and conduct a defense.

The provider reserves the right to use its sole discretion in refusing to print anything the provider deems libelous, scandalous, improper, or infringing on copyright law.

21. Storage

The provider will retain intermediate materials used until the related end product has been accepted by the customer. The provider is not liable for any loss or damage to stored material beyond what is recoverable by the provider's fire and extended insurance coverage.

22. Taxes

All taxes and assessments levied by any governmental authority are the responsibility of the customer. All amounts due for taxes and assessments will be added to the customer's invoice. No tax exemption will be granted unless the customer's "Exemption Certificate" (or other official proof of exemption) accompanies the purchase order. If, after the customer has paid the invoice, it is determined that more tax is due, then the customer must promptly remit the required taxes to the taxing authority or immediately reimburse the provider for any additional taxes paid.

23. Telecommunications

Unless otherwise agreed, the customer will pay for all transmission charges. The provider is not responsible for any errors, omissions, or extra costs resulting from faults in transmission.

Please initial you have read and agreed to the above terms and conditions. _____