



House Account Application (Business Catering)

Instructions:

In order to apply for a House Account for business catering, this form must be completed in full. All fields are required. Incomplete or false information listed on this application will result in termination of the House Account.

Company Name:	
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Type of Business:	
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Billing Address	
City	
State	
Zip Code	

Account Payable Contact	
Phone	
E-mail Address	

Delivery Address	
City	
State	
Zip	

Ordering Contact Name	
Phone	
E-mail address	

ARE YOU TAX EXEMPT? _____ (If YES, you must include a copy of your state tax exempt certificate)

DO YOU REQUIRE A PO? _____ (If YES, please provide)

ADDITIONAL INFORMATION:

Preferred Catering Store /Location		
Estimated Order Frequency		Per Month
Estimated Sales Volume		Per Month

Terms and Conditions:

- A) House Accounts and catering orders are subject to terms and conditions located at www.ebcatering.com or www.noahscatering.com, which may be changed at any time without notice. Please consult the applicable website at the time of placing an order for then current terms and conditions.
- B) House Accounts may be used only for purchases of Einstein Bros. Bagels and Noah’s Bagels catering menu items.
- C) Payment in full of a House Account statement must be received by Einstein Noah Restaurant Group, Inc. (“ENRG”) as described below no later than the 15th day following the statement date.
- D) ENRG reserves the right to charge interest on any amounts not paid when due at the rate of 15% per year or the maximum rate permitted by applicable law, whichever is less.
- E) ENRG, in its sole discretion, may restrict charges on a House Account. ENRG reserves the right to require advance payment of any order due to credit, payment or other issues determined by ENRG in its sole discretion.
- F) Delivery minimums and applicable taxes for an order vary by location and an order may be automatically adjusted prior to a final charge for the order. Please contact the store at which an order is placed for more details.
- G) House Accounts are subject to the following minimum charges: \$300.00 per month or \$ 1200.00 per quarter or \$ 3,600.00 per year.
- H) If a House Account does not meet the minimum activity or becomes past due over 60 days, the House Account will be closed, and ENRG may require payment of all unpaid amounts by credit card.
- I) A \$ 25.00 service charge will be charged on all returned checks, in addition to any fees or charges incurred by ENRG as a result of a returned check.
- J) ACH payments are preferred.
- K) House Account information and statements will be sent on written request from customer.
- L) Please only pay off the final “INVOICE”. Please do not pay off the “Order Confirmation,” as pricing and tax rates are subject to change.
- M) Please send payments to the following:

Einstein Catering
 C/O Einstein Noah Restaurant Group Inc.
 NW 60452
 PO Box 1450
 Minneapolis, MN 55485

Noah’s Catering
 C/O Einstein Noah Restaurant Group Inc.
 Dept. 8861
 Los Angeles, CA 90084

- N) Customer will pay ENRG any and all costs (including reasonable attorney and collection fees) incurred by ENRG associated with collecting delinquent or dishonored payments.

Acceptance; Termination: The House Account subject to this application is not valid until the customer is notified in writing by ENRG of acceptance. A House Account may be closed and terminated at any time by ENRG or customer for any reason. Notwithstanding a termination, customer will remain responsible for all charges and matters regarding the House Account. Upon termination, all amounts then outstanding are due and payable immediately.

Business Purposes: The applicant customer represents and warrants that information provided in this document is provided solely for business and commercial purposes, and that the House Account will be used exclusively for business or commercial purposes, and not for consumer, personal, family or household purposes. Customer acknowledges that ENRG is relying upon these material acknowledgements, representations and warranties in entering into a House Account relationship with customer, and customer affirmatively disclaims and waives any rights or remedies that may be conferred on consumers by any federal, state, or local laws.

By signing this document, customer represents and warrants that the information provided is complete and accurate, and that customer agrees to all of the terms, conditions, representations and agreements in this document.

Authorization and agreement:

Signature	
Printed Name	
Title	
E Mail Address	
Date	

Please e-mail the completed and signed application and tax exempt certificate (if applicable) to customer-support@einsteinnoah.com

Thank you for choosing Einstein Noah Restaurant Group Inc.!