



# Otterly Gingertastic

## Corporate Catering Account Application

301 S Harwood Street Suite 202 | Dallas, Texas 75201

Phone: (972) 268-8250

Corporate.Catering@otterlygingertastic.com

www.otterlygingertastic.com

Name of Company: \_\_\_\_\_

Billing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Billing/AR Representative: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email address: \_\_\_\_\_

Federal Tax ID#: \_\_\_\_\_

**CREDIT CARD AUTHORIZATION (Please check which credit card will be used for all charges)**

Visa \_\_\_ AMEX \_\_\_ MasterCard \_\_\_ Discover \_\_\_

Name on card (exactly as it appears):

\_\_\_\_\_

Credit Card Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_ CVV# \_\_\_\_\_

Billing Address: \_\_\_\_\_

(Address where monthly credit card statements are received.)

Phone Number: \_\_\_\_\_

(Associated with credit card)

By signing the authorization form, the Company acknowledges and agrees to be financially responsible for any and all charges invoiced to the company by Otterly Gingertastic. The authorizer hereby warrants and represents that he/she has the authority to legally bind the Company as set forth herein.

Being the cardholder or Corporate Officer, by signing below I understand and agree to the terms set forth in this agreement, agree to pay, and specifically authorize Otterly Gingertastic to charge my credit card, for the catering services provided. Otterly Gingertastic will provide me with an itemized statement detailing all of my charges. I further agree that in the event my credit card becomes invalid, I personally guarantee payment and will provide Otterly Gingertastic with a new valid credit card upon request, to be charged for the payment of any outstanding balances owed to Otterly Gingertastic.

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**Corporate Account Application**  
(application continued)

**CORPORATE AGREEMENT APPLICATION**

This Agreement, which governs the terms and conditions of the use of the services of Otterly Gingertastic, is between the company, \_\_\_\_\_ and its cardholder, \_\_\_\_\_ (“you or “Customer”), as an authorized user of such services, and Otterly Gingertastic

This agreement, together with any operating rules, policies, price schedules, or other supplemental documents expressly incorporated herein by reference and published from time to time by Otterly Gingertastic (collectively the “Agreement”), constitutes the entire agreement between Otterly Gingertastic and you regarding the services of Otterly Gingertastic, and supersedes all prior agreements between the parties regarding the subject matter of this Agreement. For purposes of this Agreement, “services” are defined as any and all services provided Otterly Gingertastic to you, your agent(s), employee(s) or assign(s) either now or in the future. By using the services of Otterly Gingertastic, you confirm your acceptance of, and agree to be bound by this Agreement.

**Charges**

- a) You agree to pay all charges for your use of the services of Otterly Gingertastic at the prices then in effect. Otterly Gingertastic reserves the right to change prices or institute new charges for its services. You are responsible for regularly reviewing, obtaining and confirming such pricing information. Continued use of the services of Otterly Gingertastic or non-termination of your account after changes are posted constitutes your acceptance of the prices as charged.
- b) You will be invoiced on a bi-weekly basis. Payment of your account balance is due upon receipt of the invoice unless otherwise arranged with catering management.
- c) You hereby agree to pay all amounts due upon demand. Your account will become past due if such is not paid in full within 30 days of the date of such invoice/bill.
- d) Each time you use the services of Otterly Gingertastic or allow or cause the services of Otterly Gingertastic to be used, you agree and reaffirm that Otterly Gingertastic is authorized to charge your designated credit card.
- e) You agree that Otterly Gingertastic may (at its option) accumulate charges incurred during your billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that Otterly Gingertastic may delay obtaining authorization from your card issuer until submission of the accumulated charge(s). This means that accumulated charges may appear on the statement you receive from your card issuer.

**Customer Representations**

You represent and warrant that you are at least 18 years of age or, as applicable, the age of majority in the State or province in which you reside, and that you possess the legal right and ability to enter into this Agreement. You agree to be financially responsible for the use of the services of Otterly Gingertastic (as well as for use of your account by others, including those persons employed by you and to comply with your responsibilities and obligations as stated in this Agreement.



**Corporate Account Application**  
(application continued)

**Termination**

Either you or Otterly Gingertastic may terminate your account at any time, with or without cause, upon notice. Any such notice by you to Otterly Gingertastic must be by certified mail return receipt requested at the business address for Otterly Gingertastic located at:

301 S Harwood Street  
Suite 202  
Dallas, Texas 75201

**Payment**

Otterly Gingertastic reserves the right to suspend or terminate your account without notice upon rejection of any card charges or if your card issuer (or its agent or affiliate) seeks return of payments previously made to Otterly Gingertastic when Otterly Gingertastic believes you are liable for the charge. Such rights are in addition to and not in lieu of any other legal rights or remedies available to Otterly Gingertastic.

**General Terms**

THE LAWS OF THE STATE OF TEXAS, U.S.A., EXCLUDING ITS CONFLICTS-OF-LAW RULES, GOVERN THIS AGREEMENT AND YOUR USE OF THE SERVICES. YOU EXPRESSLY AGREE THAT EXCLUSIVE JURISDICTION FOR ANY CLAIM OR DISPUTE ARISING FROM THE USE OF THE SERVICES OF OTTERLY GINGERTASTIC IS IN THE TEXAS STATE, DALLAS COUNTY COURT.

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Otterly Gingertastic' failure to act with respect to a breach by you or others does not waive Otterly Gingertastic' right to act with respect to subsequent or similar breaches. You may not assign or transfer this Agreement or any rights hereunder, and any attempt to the contrary is void. Otterly Gingertastic shall not be liable for any delay or failure to perform resulting directly or indirectly from any causes beyond Otterly Gingertastic' reasonable control.

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Customer Signature

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Otterly Gingertastic Representative



# Otterly Gingertastic

## Corporate Account Application

(application continued)

Business Type: (please circle one)

Proprietorship

Corporation

Limited Liability Company

Partnership

Limited Partnership

Non-Profit

Bank Reference Information:

Bank Name: \_\_\_\_\_

Bank Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Bank/Loan Officer: \_\_\_\_\_

Phone #: \_\_\_\_\_

Checking Account No.: \_\_\_\_\_

Business/Trade References:

1. Business/Trade Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

2. Business/Trade Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

3. Business/Trade Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_