



Bulk Gift Card Purchases Customer Account Application

Account #: _____ Account Type: New ____ Existing ____

Organization Name ("Entity") and Federal ID Number: _____

*If Entity is tax exempt, please attach a copy of its Tax Exemption Certificate. If Entity is non-profit, please attach proof of its non-profit status.

BILLING & CONTACT INFORMATION:

Billing Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____ Email: _____

Telephone Number: _____ Fax Number: _____

Authorized Purchasers (Print Name & Title) Signature

BUSINESS INFORMATION:

Partnership: ____ For-Profit Corporation: ____ Non-Profit Corporation: ____ LLC: ____ Sole Proprietorship: ____

New Owner: Yes: ____ No: ____ Length of Time in Business: _____

Building/Facility: Own: ____ Lease: ____ Monthly Mortgage/Rent Payment: _____

Mortgage Holder/ Lessor/ Landlord (Name & Address): _____

Name(s) of Any Related Entity: _____

Estimated Monthly Gift Card Purchases at Giant Eagle: \$ _____

Table with 3 columns: Name of Executive Officer/Managing Member/Partner, Title, Tax ID #. Rows 1 and 2.

ACCOUNTS PAYABLE INFORMATION:

Accounts Payable Contact: _____

Email: _____ Telephone Number: _____

Dun & Bradstreet Number: _____

TRADE REFERENCES:

	Name	Phone Number	Fax Number
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

FINANCIAL INFORMATION:

Please provide us with a copy of Entity's financial statements and tax returns for the most recent two (2) years. We assure you that all information provided will be held in a confidential manner and is intended to maximize our service to the Entity.

Financial Statement is: Enclosed: _____ Mailed: _____ Date: _____

BANKING INFORMATION:

Bank Name & Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____ Email: _____

Telephone Number: _____ Fax Number: _____

	Type of Account	Account Number	Balance
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

I hereby certify that the information contained in this Application is true to the best of my knowledge, understanding and belief. I further acknowledge and agree that I have read the "Terms and Conditions" attached as Exhibit A and incorporated herein by reference, that I am authorized to sign on behalf of the Entity, and that the Entity will be bound by such Terms and Conditions.

Entity Name

Signature **Print Name** **Company & Title** **Date**

GUARANTY: The undersigned, in consideration of the credit extended to Entity by Giant Eagle, Inc. ("Giant Eagle"), and to induce and as a condition for Giant Eagle to extend such credit, hereby guarantees to Giant Eagle the payment of any obligation of the Entity and hereby agrees to become bound to pay Giant Eagle on demand any sum which may become due to Giant Eagle by the Entity, whenever the Entity shall fail to pay the same. It is understood that this guarantee shall be a continuing and irrevocable guarantee and indemnity for such indebtedness of the Entity. The undersigned does hereby waive demand for payment, protest, notice of protest and non-payment hereof and consents to any modification or renewal of any agreement hereby guaranteed.

Signature **Print Name** **Title** **Date**

EXHIBIT A
TERMS AND CONDITIONS

- 1. Payment Terms.** Terms of payment are net thirty (30) days from the date of the invoice. All amounts are due and payable to Giant Eagle, Inc. ("Giant Eagle") at the address shown on the invoice. Any unpaid balance after thirty (30) days will be subject to interest at a rate equal to the lesser of one and one half percent (1 ½%) per month or the highest rate permitted under Ohio law. Invoice and receipt of the purchase will be provided to Entity at the time of purchase. No copy will be mailed with the statement of account.
- 2. Returned Checks.** A charge of Thirty Dollars (\$30.00) will be charged for all checks returned by Entity's financial institution. Entity is obligated to make full restitution to Giant Eagle within ten (10) days of notification of a returned check.
- 3. Credit Not Guaranteed.** Submission of this Application does not guarantee that Giant Eagle will extend credit to Entity. Credit will be extended only after a thorough review of all application materials, including the required financial statements and tax returns, and contact with each of Entity's Trade References. Giant Eagle, in its sole discretion, retains the right to extend or deny credit to Entity for any legal reason. Any credit card issued by Giant Eagle remains the property of Giant Eagle.
- 4. Modification or Cancellation.** Giant Eagle retains the right to impose or modify a credit limit or to limit the volume of gift card purchases allowed at any time within its sole discretion. Giant Eagle further retains the right to cancel any credit account and any outstanding gift cards at any time in its sole discretion for any reason including without limitation breach of the Terms and Conditions, or for no reason. Giant Eagle will make reasonable efforts to notify the Entity of any credit limit, modification of credit or termination of credit.
- 5. Restrictions on Use.** Any credit extended by Giant Eagle may be used only for the benefit of the Entity itself, and not for any other purpose. Gift cards and other items purchased on credit may not be resold for profit except in accordance with Entity's charitable and or fund raising purpose and with the advance permission of Giant Eagle any incentive provided by Giant Eagle, are to be used only for the benefit of the Entity itself and are not assignable except with the advance written permission of Giant Eagle. Gift cards may not be refunded or used to obtain cash. Any unspent value cannot be used or redeemed after the Expiration Date. Giant Eagle has no obligation to replace or refund value for lost, stolen or damaged gift cards. **Other retailer's gift cards purchased thru Giant Eagle, Inc are further subject to terms and condition of such retailers.**
- 6. Credit Reporting.** By submitting this Application, you are hereby authorizing Giant Eagle to investigate Entity's credit history and the credit history of any guarantor. Entity and guarantor(s) agree that credit reports may be obtained for any lawful purpose, including in connection with the processing of an application, or subsequently with the update, renewal or extension of credit. Furthermore, by submitting this Application, Entity authorizes Giant Eagle to furnish, if its Application is approved, information concerning its account to credit bureaus and other creditors.
- 7. Notification.** Entity agrees to notify Giant Eagle promptly in the event of any change of ownership or any other information contained in this Application.
- 8. Miscellaneous.** (a) Waiver. Entity agrees that the failure by Giant Eagle at any time to require performance of any of the provisions contained in this Application shall not operate as a waiver of its right to require strict performance of the same or like provisions, or any other provisions hereof, at a later time. (b) Entire Agreement. This Application, together with such documents as are expressly incorporated herein by reference, constitutes the entire agreement and supersedes all prior agreements and understandings, oral and written, between the parties hereto with respect to the subject matter hereof. No course of prior dealings between the parties hereto and no usage of the trade shall be relevant or admissible to supplement, explain or vary any of the terms of this Application. (c) Severability. Where possible, each provision of this Application shall be interpreted in such a manner as to be effective and valid, but if any provision of this Application shall be prohibited by applicable law, unenforceable in any jurisdiction or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition, unenforceability or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Application, or affecting the validity or enforceability of such provision in any jurisdiction. (d) Governing law. The rights and obligations of the parties hereto under this Application shall be governed by and interpreted in accordance with the internal laws of the State of Ohio, without reference or application of conflict or choice of laws. Jurisdiction and venue for any action arising under this Agreement will lie in the federal and state courts in Cuyahoga County, Ohio. The parties irrevocably consent and submit to the personal jurisdiction of said courts.
- 9. Reservation of Rights and Remedies.** Giant Eagle reserves the right to deny activation of any gift card and to deactivate or otherwise terminate or cancel any gift card without notice, if the Entity should breach any of these Terms and Conditions. The rights set forth in this Section 9 are in addition to all other remedies and rights Giant Eagle has or may have under these Terms and Conditions or applicable law.
- 10. Indemnification.** Entity agrees to indemnify, defend and hold harmless Giant Eagle, its officers, directors, shareholders, subsidiaries, partners, affiliates, successors, representatives and assigns from and against any claims, causes of action, liabilities, damages, judgments, losses and expenses including without limitation reasonable attorney's fees, expert fees, costs of litigation and court costs, that arise out of or in connection with (i) Entity's breach or default of any provision of these Terms and Conditions, or (ii) any act or omission of the Entity, its officers, directors, members, managers, partners, trustees, beneficiaries or owners. Giant Eagle will use reasonable efforts to give prompt notice to Entity of any right to indemnification under this provision. This indemnification shall survive termination of this agreement.
- 11. Discount Rates are subject to change and in the sole discretion of Giant Eagle, Inc**

**Submit completed application with a letter from the Entity (on letterhead) authorizing this Bulk Gift Card Account to: Giant Eagle, Inc., Gift Card Department, 101 Kappa Dr., Pittsburgh, PA 15238 or fax to (412) 968-1554. This letter and the above Application must be signed by a Director or higher to insure full authorization for the account