



Participation Agreement

Program Effective Date: _____

Customer Information

Account Number: _____

Customer Name: _____

Federal ID #: _____

DBA (if applicable): _____

Type of Business: _____

Corporate Address: _____

Suite #: _____

City: _____ State: _____

Zip Code: _____

1-Main Contact: _____

Phone: _____

Title: _____

Fax: _____

Email: _____

Mail Checks & Updates To:

2-Contact Name: _____

Phone: _____

Title: _____

Fax: _____

Email: _____

GPO Affiliation

NO, WE DO NOT CURRENTLY PARTICIPATE IN GPO OR DIRECT CONTRACT RELATIONSHIPS

I am not aware of any other GPO food and beverage contracting relationships that are currently in effect. If any other affiliation is in place, those relationships are hereby terminated.

YES, WE CURRENTLY PARTICIPATE IN A GPO OR PROCUREMENT SERVICES ORGANIZATION ("Affiliation")

List current affiliation below. Participation in more than one Group Purchasing Organization or Procurement Service Organization is strictly prohibited and will disqualify application if other Affiliation is not terminated prior to engaging Foodbuy Foodservice.

Please list your current GPO/PSO/Buying Group: _____

If you intend to have your food and beverage purchases qualify for the Foodbuy Foodservice program, please provide Foodbuy Foodservice with a copy of the termination letter addressed to your existing GPO/PSO/Buying Group.



Acknowledgement & Authorization

ACCEPT I am an authorized agent, owner or employee of the above Business and acknowledge that I have the authority to enroll in the foodservice purchasing program operated by Foodbuy Foodservice, a wholly owned division of Foodbuy, LLC. I further acknowledge and accept the terms of this letter of participation and confirm that to the best of my knowledge, all information provided is correct. If Foodbuy Foodservice should discover that the information provided is not correct, Foodbuy Foodservice has the right to cancel or amend our participation in any and all programs through Foodbuy Foodservice.

I also acknowledge that any current programs we desire to continue through a direct relationship have been disclosed and I understand that we will not be allowed to participate in any Foodbuy Foodservice programs relating to those direct programs. If Foodbuy Foodservice discovers that a program exists that was not disclosed above it will notify you. Upon receipt of notification, I agree to cancel the direct relationship within 5 business days and to use the Foodbuy Foodservice program in place of the direct relationship. I further agree to repay to Foodbuy Foodservice any amounts I collect from Foodbuy Foodservice programs if a direct program exists for the same products.

By signing this application, I authorize appointed distributors to release all purchase history, including price deviation, sales dollars and product level data to Foodbuy LLC for the purpose of allowance tracking and opportunity analysis. Additionally, I authorize Foodbuy Foodservice to collect allowances and other amounts generated by purchases I make through the Foodbuy Foodservice program. I acknowledge that Foodbuy Foodservice will incur expenses to operate the Foodbuy Foodservice program and that it will retain a portion of those allowances as part of its compensation for program administration. I agree to release, indemnify and hold harmless distributors and Foodbuy Foodservice from any and all claims and liability that may arise as a result of my participation in the Foodbuy Foodservice program. Both parties are free to cancel agreement at any time with 90 days written notice. I understand that I will not be entitled to receive, and Foodbuy Foodservice will retain in full, any allowances that are unpaid as of the date of any termination notice provided pursuant to the preceding sentence.

I acknowledge and agree that Foodbuy Foodservice will retain as part of its fee 50% of the allowances collected by Foodbuy Foodservice as a result of purchases I make from manufacturers and distributors through the Foodbuy Foodservice program. The remaining 50% of allowances will be paid to you on a monthly basis. With each payment, Foodbuy Foodservice will provide you with reporting to show your earnings per location.

Authorized Signature

Print Name and Title

ON BEHALF OF: _____

[Business Name]

Date



Distributor Account Number Information

Please provide all location details to your Foodbuy Foodservice Account executive.

DIRECT MANUFACTURER AGREEMENTS

If you or your distributor(s) have direct contracts with manufacturers and you wish to keep those contracts and program associations in place, please list them in the table provided below to assure those manufacturers remain a direct contracted party for those associations. Failure to disclose this information will acknowledge that you agree to participate in the Foodbuy Foodservice programs with All Manufacturers not disclosed. Please update Foodbuy Foodservice of any additions or deletions to the programs listed below on a regular basis.

Please List All Direct Agreements with Start and End Dates

Manufacturer	Category	Start Date	End Date

Office Use Only

Foodbuy Foodservice

Resorts & Gaming

Education

Other:

Healthcare

Golf Course

Clubs



Authorization Agreement for Direct Deposits (ACH Credits)

Company Name: _____

I (we) hereby authorize Foodbuy Foodservice, hereinafter called COMPANY, to deposit any amounts owed to me, by initiating credit entries, and, if necessary, debit entries and adjustments for any credit entries in error to my (our) Financial Institution indicated on this form.

(select one*) ☐ **Checking Account** or ☐ **Savings Account**

*** Please attach a voided check & letter from your bank with your Routing/Transit Number.**

Financial Institution: _____

City: _____ **State:** _____

Routing/Transit Number: _____ **Account Number:** _____

This authorization is to remain in full force and effect until COMPANY has received written notification from me (or either of us) of its termination in such time, and in such manner as to afford COMPANY and Financial Institution a reasonable opportunity to act on it.

Name(s): _____
(Please Print)

Authorized Signature: _____ **Date:** _____

800.332.9270 | 125 W. Country Club Drive, Tampa, FL 33612

Office Use Only

Client Number: _____



Limited Liability Controls - SYSCO Corporation

Third Party Data Tracking

Letter of Participation (LoP) Content Requirements

[Operator or GPO Name] noted as "**Customer**", authorizes [Consultant or GPO Service Provider] noted as "**Provider**", to collect transactional purchase data from their distributor partners. It is understood that such data will be utilized for reporting, analysis, and related activities in accordance with the performance of value added services provided to **Customer** by **Provider**.

Customer represents that the relationship between it and its members or unit locations, including franchisees if appropriate, entitles them to collect this data for Provider.

Provider agrees to maintain the confidentiality and integrity of the information released into its possession using such information only for the value added services agreed to with the Customer.

Date References

LoP Agreement Date:

Effective Date for Data Exchange:

Termination Date of Data Exchange:

Primary Sysco Contact

Contact Name:

Phone:

Email Address:

"Customer" Authorization Signature and Contact Information

Contact Name: Signature:

Title:

Company Name:

Address:

City/State/Zip:

Phone:

email Address:

Fax:

"Provider" Contact Information

Contact Name: Signature:

Title:

Company Name:

Address:

City/State/Zip:

Phone:

email Address:

Fax: