

**NEW VENDOR PROFILE**

<p><b>VENDOR INFORMATION</b></p> <p>Vendor Name: _____ Address: _____</p> <p>City, State, Zip: _____ Phone #: _____ Fax #: _____</p> <p>Regional Sales Rep: _____ Phone #: _____ Ext: _____</p> <p>Cell # _____ Fax # _____ Email Address: _____</p> <p><b>CUSTOMER SERVICE INFORMATION</b></p> <p>CSR: _____ Phone #: _____ Ext.# : _____</p> <p>Fax #: _____ Email Address: _____</p> <p>Sample Ordering Procedures: _____</p>	<p><b>VENDOR "REMIT TO" NAME:</b> _____</p> <p>A/R Contact Name: _____ Phone #: _____</p> <p>Fax #: _____ Email Address: _____</p> <p>Payment Terms: _____</p> <hr/> <p><b>VENDOR "BILL TO" NAME:</b> _____</p> <p>A/P Contact Name: _____ Phone #: _____</p> <p>Fax #: _____ Email Address: _____</p>
<p><b>VENDOR WAREHOUSE LOCATION:</b> _____</p> <p>Warehouse Contact Name: _____ Phone: _____ Fax _____</p> <p>Email Address: _____</p> <p>Appointment Needed? Yes ___ No ___ Appointment Contact: _____</p> <p>Phone: _____ Fax: _____ Email Address: _____</p>	<p><b>DELIVERY INFORMATION:</b> Lead Time: _____</p> <p>Freight Cost: _____ Minimum Order: _____</p> <p><b>PICK UP INFORMATION:</b> Lead Time: _____</p> <p>Pallet Exchange: Y/N _____ Minimum Order: _____</p> <p>Pick Up Allowance: \$ _____ Buy in Pallet/Layer/Case _____</p>
<p><b>AFFILIATIONS:</b></p> <p>Unipro Supplier? Yes ___ No ___ If Yes, Please Provide Unipro Supplier Code _____</p> <p>Minority Business: Yes ___ No ___ If Yes, Please Check Applicable Affiliation: WBE ___ MBE ___ CBE ___ SBE ___ PLEASE RETURN COPY OF CERTIFICATE TO SHETAKIS</p> <p>Certificate #: _____ Certifying Agency: _____</p>	
<p><b>MARKETING INFORMATION</b></p> <p>Local Rebate Yes ___ No ___ Paid _____</p> <p style="text-align: center;">             Annually    Semi-Annually    Quarterly    Monthly         </p> <p>Local Growth Yes ___ No ___ Paid _____</p> <p style="text-align: center;">             Annually    Semi-Annually    Quarterly    Monthly         </p> <p>Rebate Details _____ Growth Program _____</p> <p>Non Profit _____ Vendor Fiscal Year _____ Special Pricing/Discounts _____ Sales Spiffs _____</p> <p>Introductory Allowances _____ How Long _____</p>	
<p><b>BROKER INFORMATION :</b></p> <p><b>Name of Brokerage</b> _____</p> <p>Broker Rep Name: _____</p> <p>Phone: _____ Fax: _____ Email: _____</p>	<p><b>FOR INTERNAL USE ONLY</b></p> <p>Vendor # _____ Buyer Name: _____ Buyer # _____</p> <p>AP Number _____ AR Number _____</p> <p>Order Cycle _____ Supply Weeks _____ Review Days _____</p>

**TERMS & CONDITIONS:**

Guaranteed Sale on New Items (Mandatory): \_\_\_\_\_ Date: \_\_\_\_\_

**Signature**

☞ Insurance Coverage \$2,000,000 Minimum - Certificate MUST accompany this form

**SHETAKIS WHOLESALERS MUST BE NAMED AS “ADDITIONAL INSURED”**

**\*\*\* SHETAKIS WILL NOT PLACE ORDERS IF THE CERTIFICATE HAS NOT BEEN RECEIVED \*\*\***

☞ Product Supply Agreement (attached)      ☞ If WMDBE Member, Please provide Copy of Certificate

PRINT NAME \_\_\_\_\_ SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

**VENDOR AUTHORIZED BY EXECUTIVE VICE-PRESIDENT OF PROCUREMENT & MARKETING OR  
VICE-PRESIDENT OF MERCHANDISING OR C.O.O. OF SHETAKIS WHOLESALERS:**

AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**ATTACHMENTS:**

- SHETAKIS BANK & TRADE REFERENCES
- SHETAKIS RECEIVING DEPARTMENT INFORMATION
- GUARANTEED SALE AUTHORIZATION FORM
- SHETASTIC MONTHLY ALLOWANCE FORM—ALA CARTE VENDOR
- SHETASTIC MONTHLY ALLOWANCE FORM—MARKETING PROGRAM PARTICIPANT
- PRODUCT SUPPLY AGREEMENT

**RETURN TO SHETAKIS**

- COMPLETED NEW VENDOR PROFILE FORM
- INSURANCE CERTIFICATE WITH SHETAKIS NAMED AS “ALSO INSURED”  
**\*\*\* SHETAKIS WILL NOT PLACE ORDERS IF INSURANCE CERTIFICATE HAS NOT BEEN RECEIVED \*\*\***
- WMDBE CERTIFICATE COPY IF APPLICABLE
- SHETASTIC MONTHLY ALLOWANCE FORM—FILLED IN AND SIGNED
- PRODUCT SUPPLY AGREEMENT REVIEWED, SIGNED AND DATED

## **PRODUCT SUPPLY AGREEMENT**

THIS PRODUCT SUPPLY AGREEMENT is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between J. L. Shetakis, Inc. a Nevada corporation, doing business as Shetakis Wholesalers 3400 Western Avenue, Las Vegas, Nevada 89109 (hereinafter "Customer") and [SUPPLIER] \_\_\_\_\_ a \_\_\_\_\_ corporation, [ADDRESS] \_\_\_\_\_, [CITY] \_\_\_\_\_ [STATE] \_\_\_\_\_ [ZIP] \_\_\_\_\_ (hereinafter "Supplier").

### **RECITALS**

1. Customer acts as the distributor to its Client Base
  - a. Supplier is a manufacturer and/or supplier of groceries, protein products, non-food items and any other products purchased by Shetakis Wholesalers.
  - b. Supplier and Customer wish to enter into a mutually beneficial relationship, whereby Supplier sells to Customer, for resale to the Customers Client Base, private label or Supplier Branded Products on the terms and conditions set forth herein.

### **INDEMNIFICATION AND HOLD HARMLESS**

**Obligation to Indemnify:** The Supplier hereby agrees to indemnify, defend and hold the Customer and its respective successors, assigns, parents, subsidiaries, affiliates, agents, contractors and sub licensees, and the directors, officers and employees of each of the Customer harmless from and against any and all claims, suits, actions liabilities, losses, damages and costs (including reasonable attorneys' fees, expert fees and consultant fees, and such fees on appeal) suffered as a result of the willful or negligent acts or omissions of the Supplier, including the breach of any provision of this Agreement or the representations and warranties hereunder, except to the extent that any such claim, suit, action, liability, loss, damage or cost results from the indemnified party's own willful or negligent acts or omissions.

**Procedure:** The party indemnified hereunder (the "Indemnitee") shall promptly notify the indemnifying party (the "Indemnitor") of the existence of any claim, demand, or other matter involving liabilities to third parties to which the Indemnitor's indemnification obligations would apply, and shall give the Indemnitor thirty (30) days in which to elect to defend the same at its own expense and with counsel of its own selection (who shall be approved by the Indemnitee, which approval shall not be unreasonably withheld); provided that the Indemnitee shall at all times also have the right to fully participate in the defense at its own expense. If the Indemnitor shall, within such thirty (30) day period, fail to defend, the Indemnitee shall have the right, but not the obligation, to undertake the defense of and to compromise or settle (exercising reasonable business judgment) the claim or other matter on behalf, for the account, and at the risk and expense of the Indemnitor. Except as otherwise provided above, the Indemnitee shall not compromise or settle the claim or other matter without the written consent of the Indemnitor, such consent not to be unreasonably withheld. If the claim is one that cannot by its nature be defended solely by the Indemnitor, the Indemnitee shall make available all information and assistance that the Indemnitor may reasonably request; provided that any actual out of pocket expenses shall be paid by the Indemnitor.

### **CONTINUING GUARANTEE**

Supplier represents and warrants that the following statements are true, and that the truth thereof will survive the execution and delivery of this Agreement:

**Manufacturing Process:** The manufacturing processes used by Supplier do not, to the best of Supplier's knowledge, violate any patents, trade secrets or other proprietary rights of any third party, and Supplier has full right to use and employ the same;

**Manufactured In Accordance With Specification:** Each Product sold to Customer pursuant to this Agreement is manufactured in accordance with the applicable Product Specification;

**Compliance With Laws and Regulations:** All Product will be manufactured in compliance with all applicable laws, rules and regulations, statutes, ordinances, and orders governing products of their kind, including,

without limitation, the Federal Food, Drug and Cosmetic Act, as amended, the Fair Packaging and Labeling Act (15 U.S.C. Sec. 1451, et seq.), the Federal Insecticide, Fungicide and Rodenticide Act and the Federal Hazardous Substances Labeling Act;

Merchantability: At the time of delivery to Customer, all Products shall be merchantable food products fit for human consumption, free from manufacturing defects and of uniform quality when compared to previous shipments to Customer of Product made from the same Specification.

### **CONFIDENTIALITY AND NON-DISCLOSURE**

Trade Secrets / Intellectual Property: Each party shall keep secret and confidential any information or documents received from the other party in connection with this Agreement that are identified as being of a confidential or proprietary nature and shall not disclose such information or documents to third parties without the prior written consent of the originating party. Upon termination of this Agreement, each party shall return to the other all written material identified as confidential or proprietary furnished by such party or shall destroy the same at the option of the party who originally furnished the material; provided however, that if advised by counsel, a party may retain a copy of such material for record retention purposes, but any such material shall remain subject to the terms of this Agreement regarding confidentiality. The foregoing confidentiality and non disclosure provision shall not apply to any information or documents that (a) are or become publicly available without breach of this provision; (b) can be shown by documentation to have been known to the receiving party at the time of receipt from the originating party; (c) are rightfully received by the receiving party from a third party who is without any duty not to disclose the same and who did not acquire or disclose the same by a wrongful or tortuous act; or (d) can be shown by documentation to have been independently developed by the receiving party without any reference to the information or documents disclosed to it by the originating party. Each party shall disclose such information only to its officers, directors, employees and agents in order to assist in the performance of its obligations under this Agreement. The party receiving confidential information may disclose such information to a corporate affiliate if such affiliate is advised of the party's obligations under the terms of this Article.

“Notwithstanding any other provision of this Agreement, no Indemnitee shall settle any action brought against it with respect to which it is entitled to indemnification hereunder without the consent of the Indemnitor, if the settlement includes injunctive relief against the Indemnitor.”

Dated this \_\_\_ day of \_\_\_\_\_, 20\_\_ to be effective as of the day and year first above written.

J.L. SHETAKIS WHOLESALERS:

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

[SUPPLIER NAME]:

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**Shetakis Wholesalers  
WMDBE Questionnaire**

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

Please check one (or more if qualified) of the six boxes on the left if your company is:

**Women Owned Business Enterprise** – An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women. (WBE)

**Minority Owned Business Enterprise** – An independent and continuing business for profit that performs a commercially useful function and is at least 51% owned and controlled by one or more persons of (please check applicable):

\_\_\_ African American (MAA) \_\_\_ Hispanic American (MHA) \_\_\_ Asian Pacific American (MAP)  
\_\_\_ Native American (MNA) \_\_\_ Subcontinent Asian American (MSA) \_\_\_ Other (please specify)

**Physically Challenged Business Enterprise** – An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by physically challenged persons. (CBE)

**Small Business Enterprise** – An independent and continuing business for profit which performs a commercially useful function and is not controlled by individuals designated as minority, women, or physically challenged and where gross annual sales do not exceed \$2 million. (SBE)

In addition to checking one of the above:

Has your company been certified as a minority owned, women owned, physically challenged owned or small business enterprise? \_\_\_ Yes \_\_\_ No

If yes, please list certifying agency:

Agency Name: \_\_\_\_\_

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

Certification Number: \_\_\_\_\_ Please fax or email Shetakis a copy of Certification.

**Large Business Enterprise** - An independent and continuing business for profit which performs a commercially useful function and is not controlled by individuals designated as minority, women, or physically challenged and where gross annual sales exceed \$2 million.

**Not for Profit/Government Entity**

**Authorized Company Representative (print)** \_\_\_\_\_

**Title** \_\_\_\_\_ **Date** \_\_\_\_\_

**Signature** \_\_\_\_\_

**UPON COMPLETION, PLEASE FAX OR EMAIL TO SHETAKIS  
WHOLESALEERS @ 702-732-4518 OR EMAIL TO YOUR ASSIGNED BUYER.**

**SHETAKIS WHOLESALERS, INC.**

**GUARANTEED SALE AUTHORIZATION**

I am authorizing a 90-Day Guaranteed Sale for the items below from start Date \_\_\_\_\_ to end Date \_\_\_\_\_

Item# / MFR CODE	Brand	Description

Shetakis Buyer: \_\_\_\_\_

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

Vendor Authorization Sign: \_\_\_\_\_

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

Vendor Authorization Print: \_\_\_\_\_

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

**SHETAKIS WHOLESALERS**

A NEW DIMENSION IN FOODSERVICE DISTRIBUTION

3400 Western Avenue • Las Vegas, Nevada 89109

## **SHETAKIS RECEIVING DEPARTMENT**

We would like to bring to the attention of all vendors and carriers, the scheduling procedure for making all receiving appointments.

All appointments must be made 48 hour in advance of delivery.

The location of our facility is:  
3400 Western Ave.  
Las Vegas, NV 89109

The hours of receiving are as follows:

Dry dock: 7:00am to 2:00pm Monday thru Friday by appointment only.

Refrigerated/frozen dock: 6:00am to 1:00pm Monday-Friday by appointment only.

Please contact receiving department at:  
(702) 940-3663 ext. # 5, or contact Gina at: (702) 940-3626

**PLEASE REMEMBER THAT WE ARE A DRIVER ASSIST FACILITY!**

