

# CHARLIE'S PRODUCE

## Disclaimer

The Washington Flowers design is not a guarantee of the product's origin. Consumers should ask where flowers are from to be sure.

## Terms of Use

### Who Uses the Washington Flowers Design

The designs with the state of Washington and iconic local flowers and the statement "Washington Flowers" are to be used on products only by the following stakeholders:

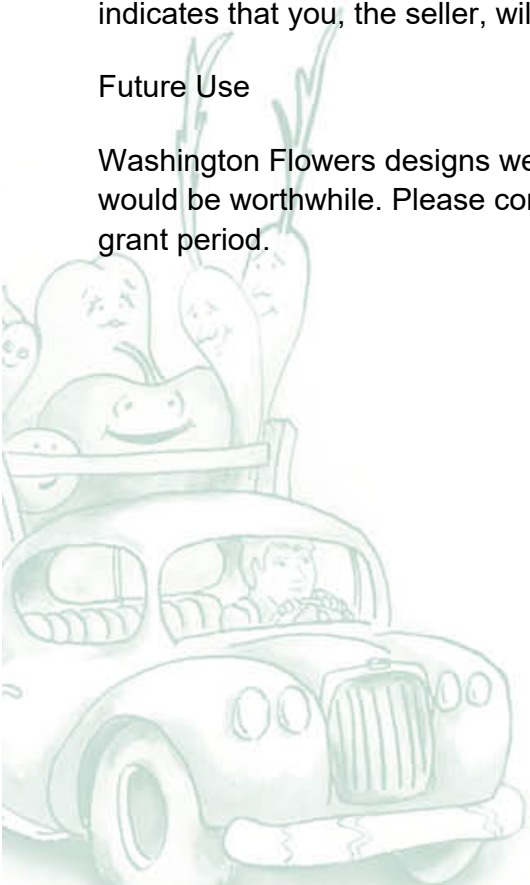
- project participants who grow flowers in the state
- florists, designers and wholesale flower buyers who buy from Washington cut flower farmers.

## Use of Materials on Product or in Advertising

Use of the marketing materials with the Washington Flowers design on the product or in advertising indicates that you, the seller, will confirm that the flowers were grown in Washington state.

### Future Use

Washington Flowers designs were developed as part of a three year grant (2017-2019) to test if it would be worthwhile. Please contact [Iraymond@agr.wa.gov](mailto:Iraymond@agr.wa.gov) regarding use of the design beyond the grant period.



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## Account Setup Documents – *Required for all Product Vendors*

- Complete and sign the Vendor Application Form.
- Review/sign Hold Harmless Agreement and Guaranty/Warranty of Product.
- Provide a copy of completed and signed Form W-9. **Press CTRL+Click on this link to access a blank form online:** <http://www.irs.gov/pub/irs-pdf/fw9.pdf>
- Add Triple B Corporation as Certificate Holder and Additional Insured to your insurance. Insurance must meet the requirements listed below.
  - Combined per occurrence liability coverage of \$5 million or greater.
  - Automobile liability coverage of \$1 million or greater.
  - Waiver of subrogation in favor of the certificate holder and additional insured endorsement.
  - Certificate Holder listed as: "Triple B Corporation and its subsidiaries, affiliates and divisions, PO Box 24606, Seattle, WA 98124"

## Invoicing Setup Documents – *Required to ensure timely payments*

- Send a blank invoice, statement, or other Test email to [APVendor@charliesproduce.com](mailto:APVendor@charliesproduce.com) with company name in subject line.
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## Global Food Safety Initiative Documents – *Required for all Product Vendors*

- 3<sup>rd</sup> party audit, including the certificate, full audit and corrective actions report.
  - GAP audit and certificate associated with any product we purchase from you.
  - Product Specification Sheet (including microbiological limits if applicable).
  - Non-GMO Statement on your company letterhead and dated.
  - Packaging Certificate (stating all packaging used by you or your subsidiary's meet FDA and regulatory food safety requirements).
  - Pesticide Residue Statement of Compliance with published MRL's for all products purchased by us.
  - Certificate of Conformity and/or Letter of Operators/Growers.
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## Additional Required Documents – *Applicable Vendors Only*

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- Gluten-Free Statement (if applicable)
- Organic Certificate and Organic System Plan Summary (if applicable)
- Annual Potable Water and any ice making equipment test results (if you supply us with any product packed in ice)

E-mail this application and all required documentation to [vendors@triplebcorp.com](mailto:vendors@triplebcorp.com) and [miker@triplebcorp.com](mailto:miker@triplebcorp.com) or fax to 206-577-9702 or mail to P.O. Box 24606, Seattle, WA 98124



## VENDOR APPLICATION FORM

BUSINESS INFORMATION		
Sales Contact:	A/R Contact:	
Title:	Title:	
Phone:	Phone:	
Fax:	Fax:	
E-mail:	E-mail:	
Referred by (Charlie's Rep):	Charlie's Division or Location:	
Company Legal Name:		
DBA Name:		
Primary Business Address:		
City:	State:	ZIP Code:
Remittance Address:		Payment Terms:
City:	State:	ZIP Code:
Date Business Started:		
Federal Taxpayer ID #:		Business License #:
Please Check One:	Sole Proprietorship	Partnership Corporation
If other, please explain:		
Please Check Any Designations Below that Apply & Submit Any Applicable Certifications:		
Small Business Concern (SBA) Business	Minority Owned Business	Women Owned Business Disabled Veteran Owned
Please Check Type of Product for Application:	Conventional	Organic Gluten-Free
Food Safety Contact:	E-mail:	Phone:

1. By submitting this application, you certify that the information provided in this application is complete and correct.
2. Triple B Corporation is a PACA compliant re-seller. Triple B Corporation has the right to inspect goods within PACA provided timeline after their arrival at the warehouse before accepting or rejecting the goods. PACA provides 8 hours for truck shipments and 24 hours for rail shipments to reject shipments of fresh fruits and vegetables.
3. If Triple B Corporation rejects the goods or a portion of goods, you agree to take responsibility of all warehouse handling charges, duties, freight, and other costs associated with the rejected goods.
4. You certify that materials incorporated into the product sold to Triple B Corporation comply with the laws regarding slavery and human trafficking of the country or countries in which they are doing business. You also certify that any subcontractor used in the distribution of any products sold to Triple B Corporation complies with the same standards.

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<b>Full Name (Print Name)</b>	<b>Signature</b>
<b>Title</b>	<b>Date</b>



# CHARLIE'S PRODUCE

## HOLD HARMLESS AGREEMENT AND GUARANTY/WARRANTY OF PRODUCT

Triple B Corporation  
Attn: Accounts Payable  
PO Box 24606  
Seattle, WA 98124

To Whom It May Concern:

The undersigned person or entity (“**Seller**”), for value received, hereby represents and agrees as follows:

1. The articles contained in any shipment or delivery made by the seller, its subsidiaries or divisions (a “**Product**”) made to or on the order of Triple B Corporation, its subsidiaries, affiliates, or divisions (collectively referred to as “**Buyer**”) are hereby guaranteed, as of the date of such shipment or delivery, for all Product,

(a) are produced in compliance with and meet the quality and condition requirements of applicable USDA and FDA regulations, are produced, harvested, and packed in compliance with applicable federal, state, and local laws, are not grown on former landfills or in any toxic environment and are not irrigated with contaminated water, and are safe and fit for human consumption; and

(b) are not adulterated or misbranded within the meaning of the following laws, if applicable: the federal Food, Drug, and Cosmetic Act (“**FFDCA**”), the federal Perishable Agricultural Commodities Act, the federal Fair Packaging and Labeling Act, the Federal Meat Inspection Act, and the Poultry Inspection Act, federal regulations, and state food and drug laws which have identical or substantially similar adulteration and misbranding provisions as those found in the federal Acts, and are not articles that are restricted from introduction into interstate commerce under the provisions of sections 404 and 405 of the FFDCA; and

(c) are not adulterated or misbranded within the meaning of the Federal Insecticide, Fungicide, and Rodenticide Act, the Federal Caustic Poison Act, state Pure Food Acts or any other applicable federal, state, or local laws; and not an article which cannot be legally transported or sold under the provisions of any federal, state, or local laws; and

(d) are in compliance with the Country of Origin (“**COOL**”) Labeling Program’s rules and regulations.

2. Seller agrees to defend, indemnify and hold harmless Buyer and its employees, agents, representative, directors and customers (individually, and “**Indemnitee**”) from all actions, suits, claims, demands, and proceedings (“**Claims**”), and any judgments, damages, losses, debts, liabilities, penalties, fines, costs and expenses (including reasonable attorneys’ fees) resulting therefrom, including but not limited to enforcement of the terms of this Hold Harmless Agreement and Guaranty/Warranty of Product (“**Agreement and Guaranty**”), whether arising out of contract, tort, strict liability, misrepresentation, violation of applicable law and/or any similar cause whatsoever:

(a) brought or commenced by federal, state or local governmental authorities against any Indemnitee alleging that a Product shipped or delivered by Seller to or on the order of Buyer did not, as of the date of delivery, meet the guaranty set forth in Paragraph 1; or

(b) that may in any way arise from Seller’s breach of any guarantee, warranty, or representation contained in this Agreement and Guaranty, including but not limited to guarantees as to the quality or condition of Seller’s Product at the time of its shipment or delivery to Buyer, such quality being defective through causes arising in the growing, harvesting, manufacture, packaging, or storage of the product. Seller’s indemnification obligation

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shall not apply to the extent that Claims are caused by the sole negligence of Buyer; or (c) brought or commenced by any employee (statutory or other), agent, representative, officer and director of Seller or its contractors and subcontractors for personal injury, death or loss or damage of property arising out of or alleged to have arisen out of any occurrence or alleged occurrence on owned, leased, permanent, or temporary property or premises of Buyer, whether or not such Claims are caused or alleged to be caused by the joint and/or concurrent negligence of Buyer; provided, however, that Seller's indemnification obligation shall not apply to the extent that Claims are caused by the sole negligence of Buyer; or

(d) brought or commenced by any person or entity against any Indemnitee for the recovery of damages, including but not limited to, the injury, illness and/or death of any person, or loss or damage of property, arising out of or alleged to have arisen out of (i) the delivery, sale, resale, labeling, use or consumption of any Product, or (ii) the negligent acts or omissions of Seller; provided, however, that Seller's indemnification obligations hereunder shall not apply to the extent that Claims are caused by the negligence of the Indemnitee seeking indemnification.

Notwithstanding the foregoing limitation on Seller's indemnification obligations, Seller shall defend each Indemnitee for all Claims until such time as a preponderance of the evidence exists that the Claims are caused by the negligence of such Indemnitee; provided however, that Seller's defense obligations with respect to the remaining Indemnitees shall continue until terminated as provided in this sentence.

Seller's agreement to maintain and provide insurance on behalf of Buyer under Paragraph 3 is a result of the requirement for indemnity and defense outlined in Paragraph 2. Indemnitee shall notify Seller promptly of the service of process or the receipt of actual notice of any Claim. Seller shall have a reasonable opportunity to defend against such Claim, at the Seller's sole expense and through legal counsel reasonably acceptable to the Indemnitee, provided that Seller proceeds in good faith, expeditiously and diligently, and provided further that such defense by Seller shall not jeopardize Indemnitees' defenses to such Claim. Each Indemnitee shall, at its option and expense, have the right to participate in any defense undertaken by Seller with legal counsel of its own selection. The Indemnitees shall provide Seller with reasonable cooperation in Seller's investigation and defense of any Claim, at the Seller's expense.

3. Seller agrees to maintain in effect insurance coverage with reputable insurance companies covering workers' compensation and employers' liability, automobile liability, commercial general liability, including product liability and excess liability, all with such limits as are sufficient in Buyer's reasonable judgment, to protect Seller and Buyer from the liabilities insured against by such coverages, and, upon request of Buyer, Seller shall promptly furnish complete certified copies of all of Supplier's insurance policies, including all endorsements, evidencing such coverages. Seller's insurance described herein shall be primary and not contributory with Buyer's insurance. Seller shall furnish a certificate evidencing the obligation of its insurance carriers not to cancel or materially amend such policies without thirty (30) days prior written notice to Buyer. In addition, Buyer shall be named as an additional insured with respect to (i) the commercial general liability policy including products liability, using form CG 20 15 Broad Form Vendor's Endorsement or its equivalent, (ii) the automobile liability policy, and (iii) excess/umbrella liability policies by way of following-form provisions or otherwise. All policies shall provide waivers of subrogation in favor of Buyer. The obligation to provide insurance set forth in this paragraph is separate and independent of all other obligations contained in this Agreement and Guaranty.

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4. If any portion of this Agreement and Guaranty is ruled invalid for any reason, such ruling shall not affect the other portions of this Agreement and Guaranty, and all remaining covenants, terms and conditions of this Agreement and Guaranty shall remain in full force and effect. Seller agrees that any State or Federal Court in any jurisdiction in which Buyer purchases or distributes any Products shall be a proper (but not exclusive) place of venue for any Claims, and Seller further irrevocably waives any Claim that any such court lacks jurisdiction over it and agrees not to plead or claim, in any legal action or proceeding with respect to a Claim brought in any of the aforesaid courts, that any such court lacks jurisdiction over it or that such court is located in an inconvenient forum.

5. This Agreement and Guaranty constitutes the complete agreement between the parties concerning the subject matter hereof, is continuing and shall be in full force and effect and shall be binding upon Seller with respect to each and every Product shipped or delivered to or on the order of Buyer by the Seller before the receipt of the Buyer of written notice of revocation thereof, and supersedes all prior agreements, understandings, negotiations and discussions, written or oral, between the parties with respect thereto, and supersedes any form guaranty, warranty, or other indemnification tendered by Seller, before the date hereof. In the event Seller (i) sells or transfers substantially all of its assets or the assets of any of its subsidiaries or (ii) sells or transfers a controlling equity interest in Seller or any such subsidiary, including, but not limited to, a sale of, in the case of a corporation, of the issued and outstanding equity securities representing greater than fifty percent (50%) of the voting power in the election of directors (in the case of either (i) or (ii), a “Change of Control”), this Agreement and Guaranty shall remain in full force and effect and shall be binding upon Seller with respect to any Product shipped or delivered to or on the order of Buyer by Seller or any such subsidiary prior to the later of (x) receipt by Buyer of written notice of the Change of Control (y) the effective date of the Change of Control.

6. Seller represents and warrants to Buyer in regards to food safety audit certifications that Seller will:

(a) within seven days of signing this Agreement and Guaranty, provide Buyer with copies of Seller’s most recent Food Safety Audit Certification and Grower Audit Certification (for any growing operations, field, packing house, ranch, crew, and water testing), with corrective actions noted, if any; Seller warrants and represents that any certifications provided to Buyer will be true and correct copies of these documents.

(b) within seven days of signing this Agreement and Guaranty, Seller agrees to provide Buyer with (i) a list of its Food Safety Programs (e.g., HACCP, GAP/GMP, etc.), and (ii) a list any third party audits (e.g., AIB, ASI, Primus, Sillikar, etc.), and upon request by Buyer to provide it with a copy of the most recent audit certification from any of the Seller’s auditors. Seller warrants and represents that the lists provided will be complete and accurate and that any certifications provided to Buyer will be true and correct copies of the documents requested.

AGREED TO AND ACCEPTED BY:

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Signature of Authorized Official

\_\_\_\_\_

Printed Name and Title

\_\_\_\_\_

Date

Company Name, “**Seller**”

Street Address

\_\_\_\_\_

City, State, Zip Code