

MacAuley's Foodservice

P:O.Box208
South Barre, VT 05670

Office: (802) 479-0519
Toll Free: (800) 659-6328
Fax: (802) 479-5514

NEW ACCOUNT APPLICATION

All information given in confidence to establish credit.

Authorization is given to make inquiry of references to properly evaluate this application.

Legal Name of Business: _____

Doing Business as (dba): _____

Delivery Address

Address: _____

City, State, Zip: _____

Phone#: _____ Cell#: _____

Fax#: _____ Email: _____

INDICATE CORRECT BUSINESS IDENTITY:

Partnership _____ Proprietorship _____ LLC _____

Corporation and State _____

LENGTH OF TIME THIS BUSINESS HAS EXISTED UNDER CURRENT OWNERSHIP

New _____ Year(s) _____

(IF APPLICABLE)

Non-Profit#: State _____ Federal ID#: _____

Building/Facilities: Owned _____ Leased _____ Rented _____

Equipment: Owned _____ Leased _____ Lessor Name _____

Have you ever filed for Bankruptcy?

Yes ___ No ___

Business Type:

Family Style Restaurant	Supermarket	Deli	Caterer
Pizza Shop	Convenience Store	Distributor	School/Daycare
Fine Dining	Health Care	Bar /Tavern	Other

Owners/ Officers Names:

President/ Owner _____ VP or Partner _____

Home Address _____ Home Address _____

City, State, Zip _____ City, State, Zip _____

HomePhone# _____ Home Phone# _____

Cell # _____ Cell # _____

Email Address _____ Email Address _____

Billing Address and Contact person

Name: _____

Address: _____

City, State, Zip: _____

Phone#: _____ Cell#: _____

Fax#: _____ Email: _____

Banking Reference:

Bank Name: _____

Account#: _____

Phone Number: _____

Bank Officer To Contact: _____

Trade References:

Name: _____

Name: _____

Address: _____

Address: _____

Phone: _____

Phone : _____

TERMS OF AGREEMENT

The undersigned ("Purchaser") agrees that all purchases made by purchaser from MacAuley's Foodservice or any of its subsidiaries and affiliate entitles ("Seller"), are subject to the following terms and conditions.

1. All amounts due for goods and services purchased :from Seller are payable at the Seller's distribution facility from which the goods and services are delivered. Purchaser acknowledges that such amounts are not payable in installments, but are payable in full as stated herein.
2. All amounts due Seller payable in accordance with the payment tams granted by Seller's credit department :from which the goods and services are delivered. If any amount due Seller has not paid in accordance with such payment terms, a delinquency charge shall be added to the sum due, which charge shall equal the amount obtained by multiplying the delinquent balance by the less of (a) one and one-half percent (1-1/2%) per month or (b)_the maximum lawful rate permitted to be charged under the applicable state's law.
3. Purchaser shall pay Seller a service charge in the amount of \$35.00 for all checks retuned by Purchaser's bank, however, that such service charge shall not be due and payable in the event such payment would result in the violation of the usury laws of the applicable jurisdiction.
4. In the event the account is turned over to an attorney or other agency for collection or suit is brought on same, or the same is collected though any judicial proceeding whatsoever. Purchaser shall pay all reasonable attorney's fees and court costs incurred by Seller.
5. Purchaser shall notify Seller by certified mail of any change of ownership of Purchaser. Purchaser warrants to Seller that all financial information furnished for the purpose of obtaining credit is true, correct and complete in all material respects, and Purchaser authorized Seller to investigate all references furnished pertaining to the credit and financial responsibility of Purchaser.

DATE

PURCHASER
PRINTED NAME: _____

Sales Representative of Seller

TITLE: _____

PERSONAL GUARANTY

The Undersigned, has requested MacAuley's Foodservice, if subsidiaries, affiliates or assigns (collectively MacAuley's) to supply goods or services to a certain company or business, the Undersigned is employed by, affiliated with or a shareholder, owner or member of _____ and for valid consideration, the Undersigned does hereby personally unconditionally, absolutely and irrevocable, jointly, and severalty guarantee to MacAuley's, the performance and punctual payment of all money due from _____ to MacAuley's, including, any other additional debt or purchases now or in the future that may become due and the same shall he repaid by the Undersigned as and when due and in accordance with all other the terms between _____ and MacAuley's. This is a guaranty of performance and not of collections and the Undersigned liability shall be direct and immediate, and not conditional or contingent upon the pursuit of any remedies against the business. The Undersigned consents to accuracy and correctness of all MacAuley invoices and billing practices and neither the death, insolvency, bankruptcy dissolution, nor disability of _____ shall affect the Undersigned's obligations hereunder and no claim needs to be asserted against any personal representative, guardian, trustee in bankruptcy or receiver of any deceased, incompetent or bankrupt _____ of entity before MacAuley's can exercise its rights under this guaranty. The Undersigned waives notice of any advances or other disbursements made to _____ and presentment and demand for payment, protest and notice of default or any right to require that an action be brought against _____ prior to any action against the Undersigned. The obligations created by this guaranty shall not be subject to any counterclaim, set off, deduction or defense based upon any claim that Undersigned may have against the Business, any other person. MacAuley's is hereby authorized to check the attorney's fees to enforce this guaranty or to pursue any claim against the Business.

(WITNESS)

(DATE)

(GUARANTOR)

(Social Security Nwnber)

(Home Address)