



AMERICAN FOOD DISTRIBUTORS

8402 Lemon Rd.
Port Richey, FL 34668
Phone (727) 848-1010 Fax (727) 848-5958

CUSTOMER ACCOUNT APPLICATION AND AGREEMENT

() New Account () Change of Ownership () Name Change () Account Update

() Sole Proprietorship

() Corporation

Corporation Name: _____

() Partnership

Partnership Name: _____

() Limited Partnership

Partnership Name: _____

() LLC

Managing Member Name: _____

FEIN Number: _____ Trade Name, if different than above: _____

Delivery Address:

Address: _____

Address: _____

City/ST/Zip: _____/_____/_____

Restaurant Phone Number: () _____ - _____

Person responsible for processing payments: _____ Contact Phone: () _____ - _____

AR Email _____

Mailing Address (if different from delivery location)

Address: _____

Address: _____

City/ST/Zip: _____/_____/_____

Business Email: _____

Principals:

Name: _____ Title: _____ Name: _____ Title: _____

Home Address: _____ Home Address: _____

City/ST/Zip _____/_____/_____ City/ST/Zip _____/_____/_____

Phone Number: () _____ - _____ Phone Number: () _____ - _____

Social Security #: _____ - _____ - _____ Social Security #: _____ - _____ - _____

Bank Information:

Bank Name: _____ Account #: _____

Address: _____ Account Type: Checking () Savings () Payroll ()

City/ST/Zip _____/_____/_____ Bank Officer: _____

Name of person signing checks: _____

Driver's License #: _____ State Issued: _____ Expiration Date: _____

The applicant's signature below authorizes the above listed bank to release information concerning the account(s) to American Foods. Facsimile or photocopy hereof is deemed same as original.

SIGNATURE: _____ **DATE:** _____/_____/_____

Delivery location is: () Owned () Leased/Rented

Name or Mortgager/Lessor: _____ Phone: () _____ - _____

Address: _____ Monthly Mortgage/Rent: \$ _____

City/ST/Zip: _____/_____/_____

Terms Requested for this Account are: () COD Cash () COD Check () E-Check
() 7 Days () 14 Days () 30 Days

Credit Limit Requested: \$ _____

Trade References:

Name: _____
Address: _____

City/ST/Zip: _____/_____/_____
Account #: _____
Fax #:() _____ - _____

Name: _____
Address: _____

City/ST/Zip: _____/_____/_____
Account #: _____
Fax #:() _____ - _____

Name: _____
Address: _____

City/ST/Zip: _____/_____/_____
Account #: _____
Fax #:() _____ - _____

Name: _____
Address: _____

City/ST/Zip: _____/_____/_____
Account #: _____
Fax #:() _____ - _____

Please allow 10 business days for all credit reviews to be processed completely. Orders may be placed COD until all information is received back for review. Checks may be accepted provided the bank information is completed on the Customer Account Application and Agreement.

By signature below, Applicant represents and warrants that all statements made herein are true and correct and that Applicant is financially responsible, able, and willing, to pay all invoices in accordance with the terms hereof and the terms of each invoice. If American Foods, LLC employs an agency and/or attorney for collection of this account, Applicant covenants and agrees to pay for all costs involved, including agency fees, attorney fees, court costs, and any, and all costs incurred by American Foods, LLC.

All accounts are due and payable at Port Richey, Pasco County, Florida. Any outstanding balance past due on Applicant's account shall accrue interest from the date due until the date paid at the rate of 1.5% per month (18% per annum), compounded weekly.

Applicant agrees that if legal action is required to enforce this agreement, venue and place of discovery shall be in Pasco County, Florida. Further, the place of post-judgment proceedings, including the taking of depositions or other discovery in aid of execution, shall be in Pasco County, Florida.

This agreement constitutes the entire agreement between the parties and no prior oral or written representations, promises, or undertakings shall effect, vary, alter, or modify the terms hereof. This agreement shall be governed by, and enforced under, the laws of Florida and may not be modified, altered, or amended except by written agreement signed by the parties hereto.

No failure of American Foods, LLC to exercise any rights hereunder or to insist upon strict compliance hereunder and no customer practice of the parties at variance to the terms hereof shall constitute a waiver of the rights of American Foods, LLC to demand compliance with the terms hereof in the event of subsequent default.

TRADE NAME: _____ SIGN: _____
TITLE: _____
DATE: _____

WITNESS: _____ DATE: _____

GUARANTY OF PAYMENT

To: American Foods, LLC, Port Richey, Florida, its successors, or as assigned.

The undersigned hereby requests that credit be extended to _____ (hereafter referred to as "Borrower") for the purpose of purchasing food and food related products. In consideration for doing so, and for the purpose of enabling the Borrower to obtain such credit, the undersigned hereby promises and agrees to make you prompt payment as they severally mature of all such notes, bills receivable, drafts, and overdrafts, acceptances, checks, or other instruments or evidence of indebtedness as you may accept, discount, or cash for the said Borrower, whether or not endorsed by said Borrower, with or without recourse, including all cost, expenses, and reasonable attorney's fees at any time paid or incurred in endeavoring to collect such indebtedness or any part thereof; and I/we hereby authorize at any time or times, in such manner and upon such terms as you may see fit, to renew or to extend the time or change the manner or term of any such sum or sums of money or any part thereof without notice to me/us; and I/we hereby agree that such extension or extensions of time for or change in the manner or terms of payment or the renewal or renewals of the same shall not in any way release me/us from or reduce my/our liability on this guaranty. The terms, conditions, and benefits, which inure to Lender under the terms of the Customer Account Application and Agreement executed between Borrower and Lender shall inure to the Lenders benefit under the Guarantee of Payment.

This is a continuing guaranty and shall remain in full force and effect until written notice shall actually be received by you that it has been revoked by the undersigned or by any of us; but such revocation shall not release us or any of us from any liability held by you at the time of the receipt of the notice. No act or omission of any kind in your part in the premises shall in any way whatsoever affect or impair this guaranty. The release of any of the undersigned shall not release any of the others from obligations hereunder.

It is further expressly agreed and consented to by the undersigned that in case any security, or securities, or collateral for any such indebtedness, or any part thereof, are at any time or times placed with said Lender by the Borrower, or by anyone on the Borrowers behalf, such security, or securities, or collateral, or any part thereof, may at any time or times and without notice to the undersigned, be surrendered to the Borrower or substituted in lieu thereof or both, and such action may be repeated as often as Borrower and Lender may desire, without in any manner impairing or affecting the obligation of the undersigned as guarantor(s) as aforesaid.

It is expressly understood and agreed by each of the undersigned that liability hereunder shall in no manner be dependent or conditioned upon this instrument being signed by any person, or persons, and that it is not executed under the consideration or representation that any other person, or persons, shall sign the same.

The undersigned hereby waive(s) presentment, demand, notice or dishonor and protest of every kind of any such indebtedness and notice of acceptance of this guaranty and notice of any, and all, proceedings to collect from the Borrower, or anyone else, and any and all diligence of collection and presentation are hereby waived.

The undersigned hereby waive(s) all notices of the creation of any such indebtedness, or any part thereof, and of the respective maturity of the same and hereby bind(s) myself/ourselves, and agree, severally and jointly, without protest and without notice to pay all or any part thereof at maturity.

In the event of default in any payment by the Borrower to Lender, Lender may elect to proceed directly against the undersigned for the amount owed without first having proceeded or exhausted its remedies against the Borrower. Such election shall not constitute a waiver of Lender's right to proceed against the Borrower.

DATED AT _____, **this** _____ **day of** _____,
(City) (State) (Month) (Year)

SIGNED: _____ **SIGNED:** _____

ADDRESS: _____ **ADDRESS:** _____

WITNESS: _____ **PRINTED NAME:** _____



E-CHECK AUTHORIZATION FORM

DATE: _____

FAX: (727)848-5958

CUSTOMER #: _____

BUSINESS/CORPORATION NAME AND ADDRESS LISTED ON THE ACCOUNT:

BANK NAME: _____

BANK LOCATION: _____

ROUTING #: _____

ACCOUNT #: _____

FRACTION CODE: (# listed below the check # ex..63-751/632)

AUTHORIZED PERSON ON THE ACCOUNT: _____

INSTRUCTIONS/NOTES:

