



# AMERICAN FOOD DISTRIBUTOR

8402 Lemon Road, Port Richey, FL 34668

## Customer Account Application and Agreement

- New account       Change of Ownership       Name Change       Account Update  
 Sole Proprietorship       Corporation       Partnership       Limited Partnership

Company Name: \_\_\_\_\_ FEIN Number: \_\_\_\_\_

Trade Name, If Different than Above: \_\_\_\_\_

Delivery Address:

Address 1: \_\_\_\_\_  
 Address 2: \_\_\_\_\_  
 City/State/Zip Code: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
 Restaurant Phone #: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Mailing Address (If different from delivery location)

Address 1: \_\_\_\_\_  
 Address 2: \_\_\_\_\_  
 City/State/Zip Code: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Persons responsible for processing payments: \_\_\_\_\_ Contact Phone #: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Principals

|                                            |                                            |
|--------------------------------------------|--------------------------------------------|
| Name: _____ Title: _____                   | Name: _____ Title: _____                   |
| Home Address: _____                        | Home Address: _____                        |
| City/State/Zip Code: _____ / _____ / _____ | City/State/Zip Code: _____ / _____ / _____ |
| Phone #: (_____) _____ - _____             | Phone #: (_____) _____ - _____             |
| Social Security #: _____ - _____ - _____   | Social Security #: _____ - _____ - _____   |

Bank Information

|                                            |                                                       |
|--------------------------------------------|-------------------------------------------------------|
| Bank Name: _____                           | Account #: _____                                      |
| Address 1: _____                           | Account Type(s): Checking ( ) Savings ( ) Payroll ( ) |
| Address 2: _____                           | Bank Officer: _____                                   |
| City/State/Zip Code: _____ / _____ / _____ | Phone #: (_____) _____ - _____                        |

\*\*A copy of a state issued Driver License or Photo ID is required

Please select the appropriate feild for authorization of E-Checks: YES      NO  
\*\*\*A copy of a canceled check is required for Routing Information and Fraction Code

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, or ( ) leased/rented

|                                            |                                 |
|--------------------------------------------|---------------------------------|
| Name of Mortgager/Lessor: _____            | Phone #: (_____) _____ - _____  |
| Address 1: _____                           | Monthly Mortgage/Rent: \$ _____ |
| Address 2: _____                           |                                 |
| City/State/Zip Code: _____ / _____ / _____ |                                 |

Terms Requested for this Account     COD Cash             COD Check             Weekly  
                                                           14 Days                     30 Days                 Prox 10

Credit Limit Requested: \$\_\_\_\_\_

**Trade References:**

|                                                                                                                                                         |                                                                                                                                                         |
|---------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|
| Name: _____<br>Address: _____<br>_____<br>City/State/Zip: _____/_____/_____<br>Account #: _____<br>Contact Phone: (_____) _____ - _____<br>Email: _____ | Name: _____<br>Address: _____<br>_____<br>City/State/Zip: _____/_____/_____<br>Account #: _____<br>Contact Phone: (_____) _____ - _____<br>Email: _____ |
| Name: _____<br>Address: _____<br>_____<br>City/State/Zip: _____/_____/_____<br>Account #: _____<br>Contact Phone: (_____) _____ - _____<br>Email: _____ | Name: _____<br>Address: _____<br>_____<br>City/State/Zip: _____/_____/_____<br>Account #: _____<br>Contact Phone: (_____) _____ - _____<br>Email: _____ |

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 Custom Food Distribution 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, as well as any, and all, costs incurred by American Custom Food Distribution. If American Custom Food Distribution pursues collection in small claims Court, Applicant agrees to reimburse American Custom Food Distribution for all costs incurred during the collection process, including time and labor.

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 Custom Food Distribution 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 Custom Food Distribution to demand compliance with the terms hereof in the event of subsequent default.

Trade Name: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

Witness: \_\_\_\_\_

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

# GUARANTY OF PAYMENT

**To: American Custom Food Distribution, 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/town) (state) (month) (year)

Signed: \_\_\_\_\_ Signed: \_\_\_\_\_  
Home Address: \_\_\_\_\_ Home Address: \_\_\_\_\_  
\_\_\_\_\_

Witness: (signature) \_\_\_\_\_ Printed Name: \_\_\_\_\_