

## ACCOUNT CREDIT APPLICATION

**SHIP TO:**

**BILL TO:**

Corporate Name	Name
DBA - Trade Name	Address
Address	City, State, Zip
City, State, Zip	Phone No. (area code)
County	Fax No. (area code)

Type of Business- Officers/ Partners \_\_\_\_\_ Social Security 11 \_\_\_\_\_  
Name/ Residence Address \_\_\_\_\_

Corporation

Proprietorship

Partnership

Length of time in this business \_\_\_\_\_

Name of other businesses owned \_\_\_\_\_

Previous employment if less than 2 years in this business \_\_\_\_\_

Have you purchased from Montebello Foods Corp. previously: Y \_\_\_\_\_ N \_\_\_\_\_ If Yes,  
Under what name? \_\_\_\_\_

Is property owned or leased? \_\_\_\_\_

Name and Address of mortgage or leaser \_\_\_\_\_

Anticipated Monthly purchased from Montebello Foods

Terms of Sale \_\_\_\_\_

Delivery Date and Time \_\_\_\_\_

Bank References;

Bank Name \_\_\_\_\_ Account No. \_\_\_\_\_

Address \_\_\_\_\_

Telephone No. \_\_\_\_\_ Bank Officer \_\_\_\_\_

Type of Account \_\_\_\_\_

Trade References (Preferably other food distributors) Name \_\_\_\_\_ Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Phone No. \_\_\_\_\_

Phone No. \_\_\_\_\_

Terms of Sale \_\_\_\_\_

Terms of Sale \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Phone No. \_\_\_\_\_

Phone No. \_\_\_\_\_

Terms of Sale \_\_\_\_\_

Terms of Sale \_\_\_\_\_

We hereby make application for credit to MONTEBELLO FOODS, If credit is granted, we agree to pay all bills within the stated terms of sale. We agree to pay a service charge of \$50.00 for any checks returned from our bank unpaid for any reason. Additionally we understand that a service charge may be assessed on any unpaid balance in an amount up to the maximum rate allowed by law. Should legal action be taken to secure payment for merchandise received, we will be liable for all expenses, including attorney's fees of 25% of any claim. We agree not to transfer or assign this agreement without the prior written consent of MONTEBELLO FOODS. We agree not to transfer or assign this agreement without the prior written consent of MONTEBELLO FOODS, We agree to give written notice to MONTEBELLO FOODS prior to the sale or transfer of all or substantially all of the stocks or assets of our business. If we fail to do so, then we shall remain fully liable for any unpaid merchandise received by the buyer or transferee of the business,

This information is given in confidence for the sole purpose of establishing credit with Authorization is hereby given to make inquiry of all trade and financial sources which are deemed to be necessary by MONTEBELLO FOODS to properly evaluate this application.

\_\_\_\_\_  
CORPORATE OFFICER/PARTNER/OWNER-SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
NOTARY

\_\_\_\_\_  
GENERAL

Parent Co.[National Account Affiliation: \_\_\_\_\_

Corporate Owned: \_\_\_\_\_ Franchise: \_\_\_\_\_

Central Payment Office: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

\_\_\_\_\_  
Banking

If payments are made to MONTEBELLO FOODS from a bank account other than the one shown as BANKING REFERENCES, enter:

Bank Name \_\_\_\_\_ City \_\_\_\_\_

Account No. \_\_\_\_\_

Sales Tax

Attached you will find a Sales Tax Exemption certification that should be completed and signed to assure proper sales tax charges.

PERSONAL GUARANTY

For valuable consideration, the undersigned hereby personally guarantees, absolutely, unconditionally and irrevocably, the payment upon demand of all liabilities, indebtedness and obligations, weather now existing or hereafter arising, of \_\_\_\_\_ ("the Debtor") its successors and assigns to MONTEBELLO FOODS, its subsidiaries, and their respective successors and assigns (the "indebtedness")

This Guaranty shall be enforceable by MONTEBELLO FOODS with out prior resort to any demands, possessory remedies or proceedings for collection of any nature against the debtor or any other person or entity, or any property of the debtor or any other person or entity. The liability of the undersigned shall not be affected by any extension, compromise, modification, release or discharge of any of the indebtedness, whether by operation of law or otherwise, or by any change in the form of the indebtedness, or by any release, substitution, or addition of any other guarantor of the indebtedness. Notice of the acceptance of this Guaranty, and the indebtedness outstanding at any time are expressly waived. Nothing is this Guaranty shall in anyway diminish or alter the indebtedness, or affect the rights of MONTEBELLO FOODS against debtor.

The undersigned also agrees that if any case is filed under the bankruptcy code by or against debtor, the undersigned waives any claim he/she may have against debtor as a result of any claim against the undersigned by MONTEBELLO FOODS under this Guaranty.

MONTEBELLO FOODS shall be entitled to recover from the undersigned all costs incurred in connection with the enforcement of this Guaranty, including but not limited to attorney's fees of 25% of the outstanding claim,

Wherever possible, each provision of the Guaranty shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision hereof shall be prohibited by or be invalid under such law, such provision shall be ineffective to the extent of such prohibition of invalidity, without invalidating the remainder of such provision or the remaining provision hereof.

In the event this Guaranty is signed by more than one person or entity, each of the undersigned shall be jointly and severally liable under this Guaranty,

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Signature of Guarantor(s):

Please do not reference

Corporate of some other title) Notary: \_\_\_\_\_

Signature of Co-Guarantor, where applicable: \_\_\_\_\_

Notary: \_\_\_\_\_

Co-Guarantor is the primary co-owner of Guarantor's personal assets, if any.

BANK WRITTEN AUTHORIZATION FORM

Please provide Montebello Foods with information regarding my credit history with your bank. I hereby

authorize the release of this for information purposes, CORPORATE NAME OF APPLICANT AND

TRADE NAME(S)

---

D/B/A

---

AUTHORIZED SIGNATURE and TITLE

DATE: