



CUSTOMER ACCOUNT APPLICATION AND AGREEMENT

3400 LAWSON BOULEVARD, OCEANSIDE, NY 11572 • PHONE (516) 887-0500 FAX (516) 887-0573





**CUSTOMER ACCOUNT APPLICATION
AND AGREEMENT**

Terms Requested: Cash Only COD Check
7 Days 14 Days Other _____

Acct No: _____ Acct Type: _____
Terms Approved _____ By _____
Date: _____

SHIP TO:	BILL TO:
Corporate Name:	Corporate Name:
(DBA) Trade Name:	(DBA) Trade Name:
Street Address	Street Address
City, State, Zip	City, State, Zip
Phone No. ()	Phone No. ()
A/P Contact:	A/P Contact:
Email Address	Tax Exempt? <input type="checkbox"/> Yes <input type="checkbox"/> No Tax Code _____ (Attach Certificate)

BUSINESS INFORMATION

<input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> LLC	<input type="checkbox"/> Corporation - State of: _____ <input type="checkbox"/> Franchise of: _____
Length of time you have owned THIS BUSINESS _____ (years)	Seasonal Business? <input type="checkbox"/> Yes <input type="checkbox"/> No Months Closed
Previous or Other Business Owned Name: Address:	City, State, Zip Phone No. ()

OWNER/OFFICER INFORMATION (Complete the following information for all Corporate Officers, and Partners)

Name & Title:	Name & Title:
Home Address <input type="checkbox"/> Own <input type="checkbox"/> Rent	Home Address <input type="checkbox"/> Own <input type="checkbox"/> Rent
City, State, Zip	City, State, Zip
Home Phone No. ()	Home Phone No. ()
Social Security	Social Security

BANK INFORMATION

Bank Name:	Branch Phone No. ()
Address	Bank Contact
City, State, Zip	Business Checking No.

TRADE REFERENCES (Preferably Food Distributors)

Name: City, State	Phone No. Terms Received
1.	()
2.	()
3.	()
4.	()

FOOD AUTHORITY, INC.
 3400 Lawson Blvd.
 Oceanside, New York 11572

CONTINUING GUARANTEE OF PAYMENT

For valuable consideration, the undersigned, called the "Guarantor," hereby agrees as follows:

1. PARTIES:

- (a) Seller is FOOD AUTHORITY, INC. 3400 LAWSON BLVD, OCEANSIDE, N.Y. 11572
- (b) Buyer is the individual, sole proprietorship, corporation, or partnership which has or will purchase merchandise from Seller on credit, whose name and address are listed in BOX A - Buyer, set forth at right.
- (c) Guarantor is an individual whose name and address are listed in BOX B - Guarantor, set forth at right, who is promising to pay the Buyer's debts.

2. STATEMENT OF CONSIDERATION: Guarantor is signing this guarantee either to induce SELLER to extend new credit to Buyer, or to delay action contemplated by Seller to collect existing debt owed by Buyer, or both.

3. GUARANTEE OF PAYMENT: Guarantor hereby absolutely, unconditionally and personally guarantees to Seller, its successors and assigns, the payment of all debts owed to Seller by Buyer, whether the debts are now owed or hereafter incurred. This guarantee is made without limit in duration or amount.

4. Guarantor hereby agrees and consents that Seller, without affecting Guarantor's liability to Seller hereunder, may, without notice to or consent of Guarantor, and upon such terms as is deems advisable:

- (a) Extend, in whole or part, by renewal or otherwise, the time of payment of any debt owed by Buyer to Seller;
- (b) Sell or compromise any claim of Seller against Buyer;
- (c) Add, release, or substitute one or more other guarantors;
- (d) Create new debts;
- (e) Change or alter the amount of terms of any of the contracts now existing or created in the future between Seller and Buyer;

5. Guarantor hereby agrees and consents to, and waives any discharge which might otherwise arise as a result of:

- (a) Any act of Seller;
- (b) The death of Buyer or any other guarantor or guarantors;
- (c) The release of discharge, for any reason, of Buyer from any debt covered by this guarantee; or
- (d) A change in the name, organization, or configuration of Buyer.

6. Guarantor acknowledges that he is not relying on the existence or creation of any collateral to secure Buyer's debts, acknowledges that existing debts may not be secured, and acknowledges that the parties do not anticipate that any of Buyer's future debts will be secured. Guarantor agrees and consents that Seller without affecting Guarantor's liability to Seller, may without notice to or consent of Guarantor and upon such terms as it deems advisable, release, surrender, substitute, fail to perfect, or fail to take any action to preserve the value of, any collateral.

7. The obligations of Guarantor hereunder are independent of the obligations of Buyer to Seller.

8. Guarantor waives any right to require Seller to:

- (a) Proceed against Buyer or any other guarantor;
- (b) Proceed against or exhaust any security; or
- (c) Pursue any other remedy in Seller's power whatsoever prior to proceeding against Guarantor.

9. Guarantor waives any defenses arising by reason of any disability of Buyer, including bankruptcy, the benefit of any statute of limitations affecting Buyer's liability hereunder or the enforcement of this Guarantee, or any defenses of Buyer to the fullest extent allowed by law.

Phone Number, Date of Birth & Social Security #
S.S. ID#
Date of Birth:

- 10. In the event any lawsuit is brought to enforce the terms of this Guarantee, Seller shall be entitled to reasonable costs and attorneys fees if allowed by law.
- 11. Any indebtedness of Buyer to Guarantor now existing or hereafter arising is subordinated to existing and future debts of Buyer to Seller referred to in paragraph three.
- 12. If any provision of this agreement is prohibited or invalid under applicable law, the remaining provisions of this agreement shall not be invalidated.
- 13. Guarantor may revoke the guarantee by notifying Seller, in writing, of such revocation. The guarantee shall remain in force for any debt incurred by Buyer prior to actual receipt by Seller of written revocation. Furthermore, the guarantee shall remain in force on prior sales even if shipment or delivery is not contemplated until after such receipt.
- 14. Guarantor waives notice, presentment, demand, protest, notice of dishonor, non-payment, or any other default of Buyer. Guarantor waives notice of the existence or creation of any claim or lien against Buyer.
- 15. The word "debt" as used in this agreement includes principle, interest, service charges, and the expenses of collection including court costs and attorneys fees to the extent allowed by law.

Guarantor / Date
By:
Authorized Agent of Seller / Date FOOD AUTHORITY, INC. By:
ROBERT FITZSIMMONS, President

Box A-BUYER - Contact, Buyer's Full Legal Name, Address Phone Number & Federal I.D. #
Fed. Employer Tax ID#

Box B - GUARANTOR - Individual's Full Legal Name, Address,
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3400 Lawson Boulevard, Oceanside, New York, 11572

CERTIFICATION AND AUTHORIZATION TO RELEASE INFORMATION

I hereby certify that the information in this customer account application is correct. The Information included in this customer account application is for the use of Food Authority in determining the amount and conditions of credit to be extended. I understand that Food Authority may also utilize other sources of credit information which it considers reliable in making this determination. I hereby authorize the bank and supplier references listed in the customer account application to release the information necessary to assist Food Authority in establishing a line of credit.

CORPORATE NAME: _____
 (d/b/a) TRADE NAME: _____
 STREET ADDRESS: _____
 CITY: _____ STATE: _____ ZIP: _____

X _____
Signature of Owner/Officer

X _____
Printed Name

Date

Title

TO BE COMPLETED BY SALES PERSON

Account Trade Name	Acct #	Sales Person
No. of Employees	Substitutions Allowed? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Current Weekly Purchases	P category	

Delivery Days: M T W Th F S
 Business Hours Open: _____ am pm To _____ am pm
 Open Time (for receiving): _____ am pm Closed Time (for receiving): _____ am pm
 No Delivery From _____
 Special instructions: _____

Entrance / Exit: Back door Front Door Gate Side Door (Left) Side Door (right)
 Stairways: Inside Outside _____ No. of stairs (Down) _____ No. of Stairs (Up)

Briefly describe any special conditions the driver may encounter at this customer.

