

Schiff's Food Service, Inc.

7 Stauffer Industrial Park • Taylor, PA 18517

800.800.0557 • Fax: 570.562.3014 • www.schiffs.com

**SUPPLYING FOODSERVICE SOLUTIONS**

SCHIFF'S FOOD SERVICE, INC.

BUSINESS APPLICATION**DELIVERY INFORMATION**

Account #: _____ Salesperson: _____ Date: _____

Trade Name: _____

Buyer: _____

Address: _____ City: _____

State: _____ Zip: _____ Phone: _____

County: _____ Special Instructions: _____

BILLING INFORMATION

Bill To: _____

Address: _____ City: _____

State: _____ Zip: _____ Phone: _____

CREDIT INFORMATION

How long in business? _____ Have you ever been bankrupt? Yes _____ No _____

Check one: Sole Owner _____ Partnership _____ Corporation _____

Legal name of business ("Customer"): _____ FIN # / EIN #: _____

Owner(s): _____ Social Security #: _____

Home Address: _____

City: _____ State: _____ Zip: _____ Phone: _____

Owner(s): _____ Social Security #: _____

Home Address: _____

City: _____ State: _____ Zip: _____ Phone: _____

CREDIT REFERENCES

Bank: _____ Checking Account #: _____ Address: _____

Mortgage Holder: _____ Address: _____

Landlord: _____ Address: _____

Trade Reference – Name: _____

Address: _____ Phone: _____

Current Food Distributor – Name: _____

Address: _____ Phone: _____

Current Food Distributor – Name: _____

Address: _____ Phone: _____

CREDIT REQUEST

Terms Requested (Normal terms: 7 days): _____ Credit Limit Requested: _____

All of the information given on this application is true, correct, and complete. I agree that credit inquiries can be made to verify any information regarding credit status. As part of the credit investigation process, Schiff's Food Service, Inc. may request a credit report in connection with this application for credit, or any credit update or renewal. Upon request Schiff's Food Service, Inc. will tell me whether or not a consumer report was obtained. Schiff's Food Service, Inc. will furnish me with the name and address of the consumer reporting agency. I agree that Schiff's Food Service Inc. may retain this application whether or not credit is approved.

Date: _____ Signature (also required on reverse side): _____

OFFICE USE ONLY

Credit terms approved: _____ Credit limit approved: _____ Approved by: _____ Date: _____

CREDIT AGREEMENT

This CREDIT AGREEMENT is made and entered into on the date below stated between SCHIFF'S FOOD SERVICE, INC. ("Schiff's") and the LEGAL NAME OF THE BUSINESS THAT IS STATED ON THE FRONT OF THIS FORM ("Customer"). In consideration of the sale by "Schiff's" to "Customer" of restaurant supplies, goods, and services from time to time upon credit extended by "Schiff's" to "Customer", it is hereby covenanted and agreed by and between "Schiff's" and "Customer" that all purchases made by "Customer" from "Schiff's" on and after the date of this Credit Agreement are subject to the following terms and conditions:

1. "Schiff's" hereby extends "Customer" a line of credit in the amount approved on the front of this form. "Customer" agrees that all amounts due "Schiff's" shall be payable at Stauffer Industrial Park, Taylor, PA 18517, as per the stated terms on each invoice. If any amount due "Schiff's" is not paid within the stated terms of the invoice, "Customer" agrees that a delinquency charge of one and one-half (1-1/2%) percent per month of the unpaid balance will be added to the amount due. All checks returned unpaid by any bank or other financial institution shall be subject to a minimum \$35.00 charge.
2. The "Customer" agrees that in the event of a default in payment, the "Customer" shall pay to "Schiff's" all collection costs that are incurred to correct the payment deficiency. These costs include, but/not limited to, any and all attorney and/or agency fees.
3. In any lawsuits between the parties to enforce this Agreement, the parties agree that the venue of any such cause of action shall be in the Court of Common Pleas of Lackawanna County, Pennsylvania. The court is located in Scranton and Lackawanna County is deemed to be the county in which the contract between the parties was made.
4. "Customer" does hereby empower any attorney or any court of record within the United States or elsewhere to appear for it, and with or without declaration filed, to waive process and service and to confess judgment in favor of "Schiff's" for the total amount of outstanding invoiced due "Schiff's", together with costs of suit plus any and all attorney and/or agency commissions or fees for collection and release of all errors, and without stay of execution, inquisition and extension upon any levy on real estate is hereby waived.
5. "Customer" further authorizes "Schiff's" to investigate and/or contact all credit references, whether business or personal, identified on the front of this Credit Agreement.
6. "Customer" agrees not to change his/her/its legal status under which it receives restaurant supplies, goods and services without informing "Schiff's" in writing of this change.
7. "Customer" further agrees that in the event that this Agreement is signed by more than one entity or individual, the liabilities and obligations thereby incurred shall be joint and several and shall be binding upon "Customer's" respective heirs, personal representatives or successors and assigns thereof.

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have set their respective hands and seals this _____ day of _____, 20____.

SCHIFF'S FOOD SERVICE, INC.
BY: _____
Authorized Signature

CUSTOMER - *to be signed by the owner(s) and/or officers of the corporation only:*

Title: _____

Title: _____

GUARANTEE AND INDEMNITY AGREEMENT

In consideration of the sale by SCHIFF'S FOOD SERVICE, INC. ("Schiff's") to the LEGAL NAME OF BUSINESS THAT IS STATED ON THE FRONT OF THIS FORM ("Customer") of restaurant supplies, goods and services from time to time upon credit by "Schiff's", I/We _____ and _____ "guarantor(s) hereby jointly and severally guarantee to "Schiff's":

1. That "Customer" will abide by all terms and conditions of all contracts entered into between the "Customer" and "Schiff's" for the purchase and sale of such supplies, goods and services, and will pay for the purchase price of all goods delivered under such contracts, or otherwise, as and when the same become due.
2. That this Agreement shall remain in full force until delivery to "Schiff's" at its place of business, a notice in writing, signed by us, terminating this guarantee; but this agreement shall remain in effect and apply as to all contracts entered into and sales to "Customer" made prior to the delivery of said notice to "Schiff's".
3. We also agree to indemnify and hold harmless "Schiff's" against any loss, damage, costs and expenses which "Schiff's" may suffer, incur or pay because of the credit extended, on goods delivered to "Customer", and we agree to pay and discharge on demand of "Schiff's" each and every debt, obligation, or claim which shall be made or assigned against "Customer" by "Schiff's" absolutely.
4. We do hereby empower any attorney of any court of record within the United States to appear for us, and with or without declaration filed, to waive process and service, and to confess judgment in favor of "Schiff's" for all sums hereunder, with interest and costs, release of error, and without stay of execution, right of inquisition or expansion of any levy on real estate.

GUARANTOR (S) - *to be signed by the owner(s) and/or officers of the corporation only*

