

METROPOLITAN MEAT, SEAFOOD & POULTRY CO. – Account Information Form

B I L L T O	ATTENTION _____
	ADDRESS _____
	CITY, STATE, ZIP _____
	CITY, STATE, ZIP _____
	ACCOUNTING CONTACT _____ EMAIL _____

S H I P T O	TRADE NAME _____
	LEGAL BUSINESS NAME _____
	ADDRESS _____
	KITCHEN CONTACT _____ EMAIL _____
	PURCHASING CONTACT _____ EMAIL _____

****For Your Convenience We Also Accept Checks By Fax And Credit Card Payments****

Date: _____ **Salesperson:** _____ **Requested Terms:** _____

***GENERAL INFORMATION:**

LTD Partnership List General Partner _____

Corporation – State _____ Name and Address _____

Tax ID#: _____ of Registered Agent _____

Proprietorship Partnership Franchise of _____

Owner _____ Purchase Date _____ Length of Time in Business _____

Bldg/Facilities: Owned Leased Leaser Name _____

*** Complete the following information for all Corporate Officers, Partners, or an Individual Proprietor:**

Name and Title _____

Home Address _____

City, State, Zip _____

Home Phone _____

Social Security Number _____

Name and Title _____

Home Address _____

City, State, Zip _____

Home Phone _____

Social Security Number _____

BANKING – Depository Bank for Credit Card Receipts (Visa, American Express, MasterCard)

Bank Name _____

Address _____

City, State, Zip _____

Phone _____

Bank Officer _____

(Checking) Account No. _____ Balance _____

(Loan) Account No. _____ Balance _____

Terms Requested _____ Method of Payment (Check/CC/ACH/Cash) _____

TRADE REFERENCES: (Preferably other food distributors) (No Beer or Liquor Distributors)

	<u>NAME</u>	<u>ADDRESS</u>	<u>PHONE</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

Metropolitan Meat, Seafood & Poultry Company – AGREEMENT TERMS

The undersigned (“Purchaser”) agrees that all purchases made by Purchaser from Metropolitan Meat, Seafood & Poultry Company or any of its subsidiaries and affiliated entities (“Seller”) are subject to the following terms and conditions:

1. All amounts due for goods and services purchased from Seller are payable at the Seller’s distribution facility from which the goods and services are delivered. Purchaser acknowledges that such amounts are not payable in installments, but are payable in full as stated herein.
2. All amounts due Seller are payable in accordance with the payment terms granted by Seller’s credit department from which the goods and services are delivered. If any amount due Seller is not paid in accordance with such payment terms, a delinquency charge shall be added to the sum due, which charge shall equal the amount obtained by multiplying the delinquent balance by the lesser of (a) **two percent (2%) per month** or (b) **the maximum lawful rate permitted to be charged under applicable state laws**.
3. Purchaser shall pay Seller a service charge in amount equal to twenty-five dollars (\$25.00) for all checks returned by Purchaser’s bank; provided, however, that such service charge shall not be due and payable in the event such payment would result in the violation of the usury laws of the applicable jurisdiction.
4. In the event the account is turned over to an attorney or other agency for collection, or suit is brought on same, or the same is collected through an judicial proceedings whatsoever, Purchaser **shall pay 33 1/3% attorney’s fees of the amount due hereunder and court costs** incurred by Seller.
5. Purchaser shall notify Seller by certified mail of any change of ownership of Purchaser. Purchaser warrants to Seller that all financial information furnished for the purpose of obtaining credit is true, correct and complete in all material respects, and Purchaser authorizes Seller to investigate all references furnished pertaining to the credit and financial responsibility of Purchaser.
6. The undersigned purchaser and all guarantors agree that all purchases made from Seller are subject to the terms and conditions set forth in this credit application and on the invoices and that there are no oral terms, conditions, or pricing agreements. Undersigned purchaser and guarantors agree that Seller may negotiate any check tendered and apply the proceeds to the outstanding balance owed without regard to any restrictive endorsement purporting to compromise or settle the outstanding balance, said restrictive endorsement being null and void and of no effect.
7. In the event any payment is not made when due, purchaser and guarantors authorize any attorney designated by Seller to appear in any court of competent jurisdiction in Prince George’s County, Maryland, or any other venue where purchaser does business or any guarantors reside, and confess judgment against them for the amount due together with interest, cost of suite, and 33 1/3% attorney’s fees, waiving all homestead and other exemptions, relief from stay of execution and right of appeal pursuant to the laws of any State or of the United States now in force or which may hereafter be passed.

_____ Date

_____ Type or Print Name of Purchaser Title

_____ Sales Representative of Seller

_____ Signature

I/We, _____, for and in consideration of your extending credit at my request to _____ (the “Company”), jointly and severally, personally guarantee prompt payment of any obligation of the Company to Metropolitan Meat, Seafood & Poultry Company (“Seller”), whether now existing or hereinafter incurred, and I further agree to bind myself to pay on demand any sum which is due by the Company to Seller whenever the Company fails to pay same. It is understood that this guaranty shall be an absolute, continuing and irrevocable guaranty for such indebtedness of the Company. I expressly waive presentment, demand, protest, notice of protest, dishonor, diligence, notice of default or nonpayment, notice of acceptance of this guaranty, notice of the extending of any guaranteed indebtedness already or hereafter contracted for by the Company, notice of any modification or renewal of any credit agreement evidencing the indebtedness hereby guaranteed, notice of any renewal or extension of such indebtedness, and I expressly consent to any modification or renewal of any credit agreement evidencing the indebtedness hereby guaranteed and to all renewals or extensions of such indebtedness. I further waive any right to require Seller to proceed against, or make any effort at collection of the guaranteed indebtedness from, the Company or any other party liable for such indebtedness. If the guaranteed indebtedness is not paid by me when due, and this guaranty is placed in the hands of an attorney for collection or suit is brought heron, or it is enforced through any judicial proceeding whatsoever, I shall pay **33 1/3% attorney’s fees of the amount due hereunder and court costs** incurred by Seller. The Guarantor agrees that it shall have no right of subrogation whatsoever with respect to the aforesaid indebtedness or to any money due and unpaid thereon or any collateral securing the same, unless and until all creditors of the obligor shall have received payment in full of all sums at any time due. In the event any payment is not made when due, guarantors authorize any attorney designated by Seller to appear in any court of competent jurisdiction in Prince George’s County, Maryland, or any other venue where purchaser does business or any of the undersigned reside, and confess judgment against them for the amount due together with interest, cost of suit, and 33 1/3% attorney’s fees, waiving all homestead and other exemptions, relief from stay of execution and right of appeal pursuant to the laws of any State or th the United States now in force or which may hereafter be passed. Should the authorization for confession of judgement be deemed invalid, the remaining provisions of this statement shall remain in full force and effect. In the event more than one party executes this Guaranty as a guarantor, then each guarantor agrees to be jointly and severally liable for the guaranteed indebtedness, and in all instances herein, the singular shall be construed to include the plural. I/We further authorize Metropolitan Meat, Seafood & Poultry Company to obtain a copy of my/ our personal credit report.

_____ GUARANTOR SIGNATURE DATE

_____ GUARANTOR SIGNATURE DATE

_____ Type or Print Name

_____ Type or Print Name

_____ Street

_____ Street

_____ City, State, Zip

_____ City, State, Zip

_____ WITNESS Signature Date

_____ WITNESS Signature Date

Facsimile Copy will be considered as legally binding as original copy.