



New Account Information

<p>Ship to:</p> <p>_____</p> <p>Name</p> <p>_____</p> <p>(dba) Trade Name</p> <p>_____</p> <p>Address</p> <p>_____</p> <p>City, State, Zip</p> <p>_____</p> <p>Phone # _____</p>	<p>Bill to:</p> <p>_____</p> <p>Address</p> <p>_____</p> <p>City, State, Zip</p> <p>_____</p> <p>Phone # (include area code) Fax Number</p> <p>_____</p> <p>Accounts Payable Contact (first & last name)</p> <p>_____</p> <p>Purchasing Agent (first & last name): _____</p> <p>Federal ID# _____</p>
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BUSINESS ORGANIZATION

pihsrentraP lareneGف pihsrentraP detimiLف pihsroteirporف noitaroproCف _____ (State?) ynapmoC ytilibail detimiLف	If partnership, list general partners: _____ _____ _____
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New Owner? Yesف Noف If yes, Purchase Date: _____ Previous Business Name: Franchise of: _____ Building/Facilities renwOف detneRف Mortgage Holder Name: _____ Landlord Name: _____ Equipment renwOف desaeLف	If no, Date Established _____ Liquor License Number: _____ Phone Number: _____ Lessor Name: _____
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Complete the following information for all Corporate Officers, General Partners, or an Individual Proprietor. (If more than two exist, please attach separate sheet listing all.)

_____ Name and Title _____ Home Address _____ City, State, Zip _____ Home Phone Number _____ Driver's License # _____ Social Security # _____	_____ Name and Title _____ Home Address _____ City, State, Zip _____ Home Phone Number _____ Driver's License # _____ Social Security # _____
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Banking

_____ Bank Name _____ Address _____ City, State, Zip _____	_____ Officer _____ Checking Account Number Balance _____ Loan Account Number Balance _____
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TRADE REFERENCES: (List your three largest purveyors of foodservice products: Do not list liquor suppliers or utilities)

Name	Address	Phone Number
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

TERMS AGREEMENT

The undersigned ("Purchaser") agrees that all purchases made by Purchaser from H & M Wagner & Sons, Inc. ("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, including accrued delinquency charges, by one and one half percent (1 1/2%) per month.
3. Purchaser shall pay Seller a service charge in an amount equal to the greater of \$25.00 or 5% of the check balance 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 any judicial proceeding 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, its officers or partners, authorizes Seller to investigate all references furnished pertaining to the credit and financial responsibility of Purchaser, its officers or partners.

"PURCHASER"

(Type or Print Name of Purchase) (Corporate/Business Name)

Date: _____

By: X _____

Witness: _____

Printed Name: _____

Title: _____

INDIVIDUAL PERSONAL GUARANTY

I _____ for and in consideration of your extending credit at my request to _____ (the "Company"), personally guarantee payment of any obligation of the Company to H & M Wagner & Sons, Inc. ("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 hereby guaranteed, notice of any renewal or extension of such indebtedness, and I expressly consent to the modification or renewal of any credit agreement evidencing the indebtedness hereby guaranteed and to all renewals or extensions of such indebtedness

Should any payment not be made within (5) days of the date due, H & M Wagner & Sons, Inc. shall have the right without notice to declare this account fully due and payable, less credits for payments received, and authorizes any attorney designated by H & M Wagner & Sons, Inc. to appear in any Court of competent jurisdiction and confess judgement against for the amount due and attorney's fees of 33 1/3% . Further, the undersigned hereby nominates, constitutes and appoints Kathleen I. Andrews as their attorney-in-fact with authority to confess judgement against Purchaser for the unpaid balance due and owing in the office of the Clerks of the Circuit Courts of Fairfax County, Arlington County, or City of Alexandria, Prince Williams County, and Loudoun County, all in the Commonwealth of Virginia. Should the authorization for confession of judgement be deemed invalid, the remaining provisions of this instrument shall remain in full force and effect. **THIS INSTRUMENT CONTAINS A CONFESSION OF JUDGEMENT PROVISION WHICH CONSTITUTES A WAIVER OF IMPORTANT RIGHTS YOU MAY HAVE AS A DEBTOR AND ALLOWS THE CREDITOR TO OBTAIN A JUDGEMENT AGAINST YOU WITHOUT ANY FURTHER NOTICE.**

If the guaranteed indebtedness is not paid by me when due, and this guaranty is placed in the hands of any attorney for collection, or suit is brought hereon, or it is enforced through any judicial proceeding whatsoever, I shall pay 33 1/3% attorney's fees of the amount due thereunder and court costs incurred by Seller.

In the event more than one party executes this guaranty, 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.

X _____
Witness

X _____
Guarantor

Date: _____

Address: _____

Date: _____

X _____
Witness

X _____
Guarantor

Date: _____

Address: _____

Date: _____

