



New Account Information

Ship to:

Bill to:

Name

Address

(dba) Trade Name

City, State, Zip

Address

Phone # (include area code) Fax Number

City, State, Zip

Accounts Payable Contact (first & last name)

Phone # _____

Purchasing Agent (first & last name) _____

Purchase Order Number Required? Yes No

Federal ID # _____

1.1.1 BUSINESS FACTS

General Partnership

Limited Partnership

If partnership, list general partners:

Proprietorship

Corporation _____(State?)

New Owner? Yes No

If yes, Purchase Date: _____

If no, Date Established _____

Previous Business Name: Franchise of: _____

Building Facilities Owned Rented

Liquor License Number: _____

Mortgage Holder Name: _____

Landlord Name: _____

Phone Number: _____

Equipment Owned Leased Lessor Name: _____

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 #

1.1.2 Banking

Bank Name	Officer
Address	Checking Account Number Balance
City, State, Zip	Loan Account Number Balance

1.1.3 Trade References:

(List your three largest purveyors of foodservice products. Do not list liquor suppliers)

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

1.1.4 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 will be added to the sum due, which charge shall equal the amount obtained by multiplying the delinquent balance by the lesser a (a) one and one half percent (1 ½ %) 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 an amount equal to the greater of \$25.00 or 5% of the check balance for all checks returned by the 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 amount is turned over to an attorney or other agency for collection, or suit is brought

on the 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 authorizes Seller to investigate all references furnished pertaining to the credit and financial responsibility of Purchaser.

1.1.5 Individual Personal Guaranty

I _____ for and in consideration of your extending credit any request to _____ (the "Company"), personally guarantee prompt 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. I further waive any right to require Seller to 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 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 as a guarantor, than 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 _____ X _____
Date: _____ Witness Address: _____ Guarantor
Date: _____

X _____ X _____
Date: _____ Witness Address: _____ Guarantor
Date: _____

Office Use Only

Account # _____

1.1.6 Sales & Use Tax Certificate of Exemption

(Not applicable for Delaware accounts)

THE UNDERSIGNED HEREBY CERTIFIES that all tangible property purchased after this date will be

