

New Account Information



Salesperson _____

Ship To: _____
 Name _____
 (dba) Trade Name _____
 Address _____
 City, State, Zip _____

Bill To: _____
 Address _____
 City, State, Zip _____
 Phone# (include area code) _____ Fax Number _____
 Accounts Payable Contact (First & Last Name) _____

Phone # _____ Purchasing Agent (First & Last Name) _____
 Purchase Order Number Required? Yes No Federal ID # _____
 Hours of Operation _____ Delivery Hours _____

Business Facts

- General Partnership Limited Partnership
 Proprietorship Corporation _____ (State)

If partnership, list general partners:

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 # _____
 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 _____
 Drivers License # _____
 Social Security # _____

Name and Title _____
 Home Address _____
 City, State, Zip _____
 Home Phone Number _____
 Drivers License # _____
 Social Security # _____

Banking

Bank Name _____
 Address _____
 City, State, Zip _____

Officer _____
 Checking Account Number _____ Balance _____
 Loan Account Number _____ Balance _____

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

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 by the lesser a (a) one and one half percent (1-1/2%) 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 an amount equal to the greater of \$35.00 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 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 authorizes Seller to investigate all references furnished pertaining to the credit and financial responsibility of Purchaser.

"PURCHASER"

(Type or Print Name of Purchaser)
(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 prompt payment of any obligation of the Company to H & M Wagner & Sons, Inc. ("Seller"), whether now existing or herein after 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 here on, or it is enforced through any judicial proceeding whatsoever, I shall pay 33-1/3% attorney's fees of the amount due there under and court costs incurred by Seller.

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. In all instances herein, the singular shall be construed to include the plural.

Witness:

Date:

Guarantor:

Address:

Date:

Witness:

Date:

Guarantor:

Address:

Date:

Office Use Only
Account # _____

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 purchased for the purpose indicated, unless otherwise specified of each order, and that this certificate shall remain in effect until revoked in writing.

CHECK PROPER BOX:

1. Tangible personal property for RESALE only.
2. Tangible personal property for future use by a person for taxable LEASE OR RENTAL as an established business, or part of an established business, or incidental or germane to such business, or a simultaneous purchase and taxable leaseback.
3. Other. Please Explain: _____

Sales and Use Tax Certificate of Registration No. must be stated below by person purchasing.

Type of business engaged in by Purchaser: _____

Any tangible personal property obtained under this certificate of exemption is subject to the sales and use tax if it is used or consumed by the purchaser in any manner other than indicated on this certificate.

I declare, under penalties of false swearing, that this certificate has been examined by me and to the best of my knowledge and belief is true and correct made in good faith, pursuant to the sales and use tax laws of the state.

Purchaser's Firm Name

Certificate of Registration Number

Address, City, State, Zip

By:

Title (Owner, Partner, Official)

A supplier is required to have only one certificate of exemption on file from each purchaser buying tax exempt. The supplier must exercise ordinary care to determine that the tangible personal property obtained under this certificate is for the purpose indicated. Suppliers failing to exercise such care will be held liable for the sales tax due on such purchases.