

THURSTON FOODS, INC. CREDIT APPLICATION AND GUARANTEE AGREEMENT
30 Thurston Drive - P.O. Box 744 - Wallingford, CT 06492 - Telephone 203-265-1525 - Fax 203-284-4400

DATE OF APPLICATION: _____ CUSTOMER NUMBER: _____
SALESPERSON: _____ TERMS ASSIGNED: _____
CREDIT APPROVAL: _____

BUSINESS TYPE: Please check appropriate line

Corporation: _____ LLC _____ Partnership _____ Other (Specify) _____
Corporation Name: _____ Telephone # _____
Trade Name (DBA): _____ Years in Business _____

BILL TO ADDRESS:

Street: _____
City: _____ State: _____ Zip: _____

SHIP TO ADDRESS:

Street: _____
City: _____ State: _____ Zip: _____

OWNERS, PARTNERS, OR CORPORATE OFFICERS

Name :	_____	Name :	_____
Title:	_____	Title:	_____
Home Address:	_____	Home Address:	_____
City/State/ Zip	_____	City/State/ Zip	_____
Home Telephone	_____	Home Telephone	_____
Social Security #	_____	Social Security #	_____

BUSINESS PROPERTY: Please check appropriate line

Own: _____ Rent: _____ Lease: _____ Concession: _____ Other: _____
(If Rent/Lease/Concession/Other: List property owner name and address below)
Property Owner Name: _____
Street: _____
City: _____ State: _____ Zip: _____

GUARANTEE

In order to induce Thurston Foods, Inc. to extend credit to the applicant , and in consideration of it's agreement to do so, I/We unconditionally and absolutely guarantee to Thurston Foods, Inc. the payment of all sums due it from applicant on account, including maximum finance charges allowed by law, all costs of collection and reasonable attorneys fees. This guarantee cannot be revoked by me/us and will remain in full force notwithstanding any act omission or thing which might otherwise operate as a legal or equitable discharge of me/us. I/We waive notice of acceptance of this guarantee, presentment, demand, notice of dishonor, notice of applicants default, and any other notice regarding guarantee of payment. I/We further waive the benefit of any law which requires Thurston Foods, Inc. to bring suit against the applicant or exhaust it's rights and remedies against the applicant before enforcing this guarantee

Witness _____	Guarantors Signature _____
Date _____	Print Name _____
Witness _____	Guarantors Signature _____
Date _____	Print Name _____

Please supply trade and bank reference information on reverse side

Tax Exempt (Y/N) _____ If Yes exempt # _____ (Attach copy of State Exemption Certificate)

State Tax ID # _____ Liquor License # _____

A/P Contact Person _____ Telephone # _____

E-Mail Address _____ Fax # _____

BANK REFERENCE

Principal Bank: _____ Telephone # _____

Address: _____ Account # _____

City/State/Zip _____ Contact _____

TRADE REFERENCE

Please list suppliers with whom you have established credit and purchase on open account. Do not include liquor vendors.

Name _____ Telephone# _____

Address _____ Account # _____

Name _____ Telephone# _____

Address _____ Account # _____

Name _____ Telephone# _____

Address _____ Account # _____

TERMS AND CONDITIONS

- 1) I/We hereby make application for credit to Thurston Foods, Inc. If credit is granted I/we agree to pay all invoices within the stated terms of sale.
- 2) Buyer agrees to pay a service charge of 1 1/2% per month (18% per annum) on all past due invoices.
- 3) Buyer agrees to pay for all merchandise sold and delivered to it by Seller according to stated terms and upon failure to do so agrees to pay all costs of collection, including a reasonable attorney's fee, whether liquidated or not, together with any interest on any unpaid balance as set forth in item # 2.
- 4) If at any point in time any portion of the account becomes past due all amounts due and owing Thurston Foods, Inc. shall be immediately payable without need for demand.
- 5) If in Sellers judgement, the financial condition of the Buyer at any time does not justify the terms of payment specified; seller reserves the right to require full payment in cash before order entry or delivery.
- 6) I agree to pay a fee of \$25.00 per incident on checks returned from my bank for any reason.
- 7) BUYER AGREES TO WAIVE HIS RIGHT AND HEARING UNDER THE PREJUDGEMENT REMEDIES AS PROVIDED FOR IN CONNECTICUT GENERAL STATUTES, AND IN PARTICULAR CHAPTER 903-A THEREOF, AS AMENDED. THE WAIVER OF NOTICE AND HEARING IN THIS COMMERCIAL TRANSACTION AFFORD THE CREDITOR WITH THE RIGHT TO A PREJUDGEMENT REMEDY WITHOUT SECURING A COURT ORDER.
- 8) Buyer hereby authorizes Thurston Foods, Inc. to check buyers credit history and exchange information about how Buyer handles it's account with proper persons and with credit bureaus if Buyer is issued an account.
- 9) I authorize my bank, my employer, and any other references listed to release and/or verify information to Thurston Foods, Inc. and it's affiliates in order to determine my eligibility for credit.

The undersigned represents that all of the information contained herein is true and that said representations are made for the purpose of obtaining credit from Thurston Foods, Inc. and in the return for the extension of credit, the undersigned hereby agrees to all of the foregoing terms and conditions.

Corporation Name: _____ Date: _____

Signature if Corporation _____ Witness: _____

Print Name and Title _____

If Partnership _____ Witness: _____

If Partnership _____ Witness: _____

If Partnership _____ Witness: _____

If an Individual _____ Witness: _____



Thurston Foods, Inc.

Food Service Specialists

New Account Set-Up & Delivery Information

RoadNet information must be submitted with new account application. Credit department will forward to transportation as part of set-up. Please fill out as completely as possible.

Salesman Number: _____ Customer Number: _____

Customer Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____ - _____

Contact Name: _____ Phone Number: (_____) _____ - _____

Preferred Delivery Days: Monday Open Time: _____
 Tuesday
 Wednesday Close Time: _____
 Thursday
 Friday

Type of delivery: Loading Dock Upstairs Downstairs Ground Level

Average number of cases per order: _____

Special Instructions (for Driver): _____
