

Print Clearly...Thank You

Sales Rep:\_\_\_

## **CREDIT APPLICATION**

| Corporate Name                                     |                       | DBA-Trade Name     |          |
|--|-----------------------|--------------------|----------|
| Billing  |                       |                    |          |
| Address  | City                  | State              | Zip Code |
| Telephone:   |                       | Fax:               |          |
| Shipping   |                       |                    |          |
| Address  | City                  | State              | Zip Code |
| Telephone:   |                       | Fax:               |          |
| Type of Business:                                  |                       |                    |          |
| Corporation Proprietorship                         | Partnership           | LLCYears in        | Business |
| Officer/Partner Info                               |                       |                    |          |
| Name   |                       | Address            |          |
| Officer/Partner Info                               |                       |                    |          |
| Name   |                       | Address            |          |
| Name of Previous Business                          |                       |                    |          |
| Previously purchased from $\overline{\text{Roge}}$ | rs Poultryyes         | no Under what name |          |
| Property leased                                    |                       |                    |          |
| Name and address of mortgage h                     | older or lesser       |                    |          |
| Trade References (preferably of                    | other food distributo | rs)                |          |
| Name   |                       | Name               |          |
| Address  |                       | Address            |          |
| City,State,Zip                                     |                       | City,State,Zip     |          |
| Phone Fax_   |                       | Phone              | Fax      |
| Name   |                       | Name               |          |
| Address  |                       | Address            |          |
| City,State,Zip                                     |                       | City,State,Zip     |          |
| PhoneFax_  |                       | Phone              | Fax      |

5050 Santa Fe Ave., Vernon, Ca. 90058-2124 800 889-8280

323 588-7716 fax www.rogerspoultry.com



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Sales Rep:

one.

**Accounts Payable Contact Information** 

| Name:           |  |      |  |  |
|-----------------|--|------|--|--|
| Tel:            | Ext:   | Fax: |  |  |
| E-mail <b>:</b> |  |      |  |  |
|                 | Statements are submitted by fax or e-mail, please circle<br>Purchaser Contacts |      |  |  |
| Name:           |  |      |  |  |
| E-mail <b>:</b> |  |      |  |  |
| Tel:            | Ext:_  | Fax: |  |  |
| Name:           |  |      |  |  |
| E-mail <b>:</b> |  |      |  |  |
| Tel:            | Ext:   | Fax: |  |  |

We hereby make application for credit to Rogers Poultry Company. If credit is granted, we agree to pay all bills within the stated terms of sale. We agree to pay a service charge of \$25.00 for any checks returned from our bank unpaid for any reason. Additionally, we understand that a service charge may be assessed on any unpaid balance in an amount up to the maximum rate allowed by law. Should legal action be taken to secure payment for merchandise received, we will be liable for all expenses including reasonable attorney's fees incurred by Rogers Poultry Company. We agree not to transfer or assign this agreement without the prior written consent of Rogers Poultry Company. We agree to give written notice to Rogers Poultry Company prior to the sale or transfer of all or substantially all of the stock or assets of our business. If we fail to do so, then we shall remain fully liable for any unpaid merchandise received by the buyer or transferee of the business.

This information is given in confidence for the sole purpose of establishing credit with Rogers Poultry Company. Authorization is hereby given to make inquiry of all trade and financial sources which are deemed to be necessary or desirable by Rogers Poultry Company to properly evaluate this application.

By\_

Date

Corporate Officer/Partner/Owner



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Sales Rep:\_

## **Personal Guaranty**

| For valuable consideration, the undersigned hereby pers  | sonally guarantees, absolutely, unconditionally and |
|--|---|
| irrevocably, the payment upon demand of all liabilities, | Indebtedness and obligations, whether now           |
| existing or hereafter of                                 | (the "Debtor"), its successors and assigns to       |
| Rogers Poultry Company ("Rogers"), and its successors    | s and assigns (the "Indebtedness").                 |

This Guaranty shall be enforceable by Rogers without prior resort to any demands, possessory remedies or proceedings for collection of any nature against the Debtor or any other person or entity, or any property of the Debtor or any other person or entity. The liability of the undersigned shall not be affected by any extension, compromise, modification, release or discharge of any of any of the Indebtedness, whether by operation of law or otherwise, or by any change in the form of the Indebtedness, or by any modification of the terms of sale made by the parties thereto, or by the release, substitution or addition of any other guarantor of the Indebtedness. Notice of the acceptance of this Guaranty, notices of demand, production or delivery of material, protest, nonpayment, nonperformance and notice of the amount of the Indebtedness outstanding at any time is expressly waived. Nothing in this Guaranty shall in any way diminish or alter the Indebtedness, or affect the rights of Rogers against Debtor.

The undersigned also agrees that if any case is filed under the bankruptcy code by or against Debtor, the undersigned waives any claim he/she may have against Debtor as a result of any claim against the undersigned by Rogers under this Guaranty.

Rogers shall be entitled to recover from the undersigned all costs incurred in connection with the enforcement of this Guaranty, including but not limited to reasonable attorneys' fees.

Wherever possible, each provision of the Guaranty shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision hereof shall be prohibited by or be invalid under such law, such provision shall be ineffective to the extent of such prohibition of invalidity, without invalidating the remainder of such provision or the remaining provisions hereof.

In the event this Guaranty is signed by more than one person or entity, each of the undersigned shall be jointly and severally liable under this Guaranty.

| Dated this       | //                      | Signature of Guarantor(s):                   |                            |
|------------------|-------------------------|--|----------------------------|
| Print Name(s):   |                         | Please do not reference Corporate            | or some other titles       |
| Signature of Co- | owner(s), when<br>Co-ov | re applicable:                               | s personal assets, if any  |
| Personal Addres  |                         | the is the primary co owner of Guaranton     | , personal assets, il any  |
| Guarantor(s)     |                         |  |                            |
|                  |                         |  |                            |
|                  |                         |  |                            |
| ***If personal g | uarantee is no          | ot signed submit current financial statement | or last two tax returns*** |

Thank You, Credit Department

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