



PO BOX 267  
 2437 DELAWARE AVE  
 KENNER, LA 70062  
 OFFICE: 504-466-9391  
 FAX: 504-469-0864

BILL TO:  
 \_\_\_\_\_  
 BUSINESS  
 \_\_\_\_\_  
 (dba) TRADE NAME  
 \_\_\_\_\_  
 ADDRESS  
 \_\_\_\_\_  
 CITY, STATE, ZIP

SHIP TO:  
 \_\_\_\_\_  
 ADDRESS  
 \_\_\_\_\_  
 CITY, STATE, ZIP  
 \_\_\_\_\_  
 PHONE NO. (AREA CODE)  
 \_\_\_\_\_  
 ATTENTION OF

**\*BUSINESS FACTS**

\*  Proprietorship  Partnership  Corporation  Franchise of \_\_\_\_\_  
 New Owner ?  Yes Purchase Date \_\_\_\_\_  No Length of time in Business \_\_\_\_\_  
 Bldg/Facilities:  Owned  Leased  Rented Prev. Business Name \_\_\_\_\_  
 Mortgage/Holder (Name) \_\_\_\_\_  
 Lessor/Rentor (Name) \_\_\_\_\_  
 Equipment  Owned  Leased  Lessor Name \_\_\_\_\_

\* Complete the following information for all Corporate Officers, Partners, or an Individual Proprietor.

\_\_\_\_\_  
 Name and Title  
 \_\_\_\_\_  
 Home Address  
 \_\_\_\_\_  
 City, State, Zip  
 \_\_\_\_\_  
 Social Security No.

\_\_\_\_\_  
 Name and Title  
 \_\_\_\_\_  
 Home Address  
 \_\_\_\_\_  
 City, State, Zip  
 \_\_\_\_\_  
 Social Security No.

**General Information:**

Type of Business:  
 Restaurant/Fine Dining  Fast Food  Family  Institutional  Hotel/Motel Seating Capacity \_\_\_\_\_  
 Hospital  Nursing Home Number of Beds \_\_\_\_\_

Number of Employees \_\_\_\_\_  
 Estimated Monthly Sales Volume \_\_\_\_\_

**Accounts Receivable Information:**

Accounts Payable contact \_\_\_\_\_ Title \_\_\_\_\_ Accounts Payable Phone Number \_\_\_\_\_  
 Is a statement required to be mailed to the customer?  Yes  No  
 Purchase order number required?  Yes  No

**BANKING:**

\_\_\_\_\_  
 Bank Name  
 \_\_\_\_\_  
 Address  
 \_\_\_\_\_  
 City, State, Zip

\_\_\_\_\_  
 Officer  
 \_\_\_\_\_  
 (Checking) Account No.  
 \_\_\_\_\_  
 (Loans) Account No.

TRADE REFERENCES: (Preferably other food distributors)

NAME	ADDRESS
1. _____	_____
2. _____	_____
3. _____	_____

**TERMS AGREEMENT**

The undersigned (Purchaser) agrees that all purchases made by purchaser from Carriage Foods, Inc. and affiliated entities (Sellers) are subject to the following terms and conditions:

1. All amounts due for goods and services purchased from seller are payable at the Sellers 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 of (a) one and one-half percent (1 1/2 %) per month or (b) the maximum lawful rate permitted to be charged under the applicable state's law.
3. Purchaser shall pay Seller a service charge in an amount equal to the greater of \$10.00 or 5% of the check balance for all checks returned by purchasers bank; provided, however, that such service charge shall not be due and payable in the event such payment would result in 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 collections, or suit is brought on same, or the same is collected through any judicial proceeding whatsoever, Purchaser warrants to Seller that all financial information furnished for the purpose of obtaining credit is true, correct and complete in all materials respects, and Purchaser authorizes Seller to investigate all references furnished pertaining to the credit and financial responsibility of Purchaser.
5. Any amounts over 30 days past due will be charged to listed credit card in accordance with guaranty policy below.

“PURCHASER”

\_\_\_\_\_ Date

\_\_\_\_\_ (Type or Print name Of Purchaser)

\_\_\_\_\_ Sales Representative of Seller

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CREDIT CARD AND 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 Carriage Foods, Inc. and affiliated entities (“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 already or hereafter contracted for the Company, notice of any modification or renewal of any credit agreement evidencing hereby guaranteed, notice of renewal or extension of such indebtedness, and I expressly consent to any modification or renewal of any credit agreement evidencing the indebtedness hereby guaranteed and to all new renewals or extensions of such indebtedness. I further waive any right to require to Seller to proceed against, or make any effort at collection of the guaranteed indebtedness from, the Company or any other party liable for such 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 all reasonable attorney fees and court costs incurred by Seller.

In the event more than one party executes this Guaranty as a guarantor, then each guarantor, 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.

In addition to the personal guaranty , any amounts deemed late or uncollectable will be charged to the credit card listed below in accordance with the terms agreement. The credit card information will be updated and verified on an annual basis.

\_\_\_\_\_ Witness

\_\_\_\_\_ Guarantor (s)

Date: \_\_\_\_\_

Address: \_\_\_\_\_

<b>Credit Card Type (Circle One)</b>	
<b>Visa, Mastercard, American Express</b>	
_____	
<b>Name (as it appears on card)</b>	
_____	
<b>Card Number</b>	
_____	
<b>Exp Date</b>	<b>3 Digit Security Code</b>
_____	<b>(on Back)</b>

Date: \_\_\_\_\_

\_\_\_\_\_