

ONE CHENEY WAY  
 RIVIERA BEACH, FL 33404-7000  
 W.P.B. 561-845-4700  
 WATS 800-432-1341  
 FAX 561-684-7918

**CHENEY BROTHERS, INC.**  
**NEW ACCOUNT / CREDIT APPLICATION FORM**

2801 W. SILVER SPRINGS BLVD.  
 OCALA, FL 34475-5655  
 OCALA 352-291-7800  
 WATS 800-939-4018  
 FAX 561-681-5341



\* incomplete application may not be processed

**S H I P T O**

<b>Corporation Name</b>
<b>Trade Name (d/b/a)</b>
<b>Address Street</b>
<b>City County State Zip</b>
<b>Phone No</b> ( )
<b>Fax No</b> ( )
<b>Email address</b>

**B I L L T O**

<b>Name</b>
<b>Address</b>
<b>City County State Zip</b>
<b>Phone No</b> ( )
<b>Fax No</b> ( )
<b>Attention of</b>

**BUSINESS FACTS**

Proprietorship       Corporation       Partnership       Other

**Type of Business Establishment**

Restaurant \_\_\_\_\_ Seating Capacity       In Plant Facility       Franchise  
 Hospital \_\_\_\_\_ No. of beds       School       Other \_\_\_\_\_  
 Nursing Home \_\_\_\_\_ No. of beds       Hotel Motel \_\_\_\_\_  
 Length of time in business \_\_\_\_\_ At present location \_\_\_\_\_  
 Previous location \_\_\_\_\_

**DELIVERY INFORMATION**

Primary Delivery Day Desired (circle one)      M T W T H F  
 Primary Delivery Day Time Window (Minimum 4 Hour Window) \_\_\_\_\_ TO \_\_\_\_\_  
 Secondary Afternoon Delivery Time Window Option \_\_\_\_\_ TO \_\_\_\_\_  
 Hours of Operation:      Open \_\_\_\_\_ Close \_\_\_\_\_

**ACCOUNTING INFORMATION**

Accounts Payable Contact \_\_\_\_\_ Purchase Order Required      Yes/No  
 Phone No. ( ) \_\_\_\_\_

**BUILDING/FACILITIES**

Owned       Leased

\_\_\_\_\_  
 Name of Mortgagor

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 State      Zip

\_\_\_\_\_  
 Phone No. ( )

\_\_\_\_\_  
 Name of Lessor

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 City      State      Zip

\_\_\_\_\_  
 Phone No. ( )

**Complete the following information for all corporate officers, partners, or an individual proprietor (add additional sheets if necessary)**

\_\_\_\_\_  
 Name and Title

\_\_\_\_\_  
 Home Address

\_\_\_\_\_  
 City /State/Zip

\_\_\_\_\_  
 Home Phone No.      Business Phone No.

\_\_\_\_\_  
 Social Security No.      Date of Birth

\_\_\_\_\_  
 Drivers License No.(copy of DL or Photo ID required)

\_\_\_\_\_  
 Name and Title

\_\_\_\_\_  
 Home Address

\_\_\_\_\_  
 City /State/Zip

\_\_\_\_\_  
 Home Phone No.      Business Phone No.

\_\_\_\_\_  
 Social Security No.      Date of Birth

\_\_\_\_\_  
 Drivers License No. (copy of DL or Photo ID required)

**BANKING**

1. Name \_\_\_\_\_  
City \_\_\_\_\_  
Account # \_\_\_\_\_  
Phone # \_\_\_\_\_  
Person to Contact \_\_\_\_\_

2. Name \_\_\_\_\_  
City \_\_\_\_\_  
Account # \_\_\_\_\_  
Phone # \_\_\_\_\_  
Person to Contact \_\_\_\_\_

**TRADE REFERENCES (Preferably Food Distributors)**

1. Name \_\_\_\_\_  
Phone # \_\_\_\_\_  
2. Name \_\_\_\_\_  
Phone # \_\_\_\_\_  
3. Name \_\_\_\_\_  
Phone # \_\_\_\_\_

4. Name \_\_\_\_\_  
Phone # \_\_\_\_\_  
5. Name \_\_\_\_\_  
Phone # \_\_\_\_\_  
6. Name \_\_\_\_\_  
Phone # \_\_\_\_\_

**TERMS AND CONDITIONS**

Parties hereby agree that all purchases made are subject to the following terms and conditions:

- 1. The undersigned purchaser hereby agrees that all amounts due for goods and services purchased from Cheney Brothers, Inc. are payable at the address shown on the invoice and statement.
- 2. The undersigned purchaser hereby agrees that all amounts due Cheney Brothers, Inc. are payable 7 days from the date of statement. If any amount due Cheney Brothers, Inc. is not paid within said period, a delinquency charge in the amount of 1 1/2% per month on the unpaid balance, as governed by the State of Florida, shall be added to the total amount due.
- 3. The undersigned purchaser agrees to pay Cheney Brothers, Inc. a service charge of the greater amount of \$40.00 or 5% of the check balance for all protested checks returned by their bank. Purchaser further agrees to pay the above service charges plus three times the amount of the face value of the check, all attorneys' fees and costs, and any other amounts authorized by law should account be referred to a collection agency or an attorney for collection.
- 4. The undersigned purchaser agrees to pay in accordance herewith. In the event that a guarantee is executed, then all so executing shall be jointly and severally liable with each other and the purchaser and relevant words herein shall be read as if referring to the plural.
- 5. The parties hereby acknowledge that the goods and/or services purchased from Cheney Brothers, Inc. are not payable in installments, but are payable in full as stated herein. Ownership of the goods and services does not transfer to purchaser until paid in full. At anytime prior thereto, Cheney Brothers, Inc. reserves the right to confiscate such goods or cease such services in the event purchaser fails to meet its payment obligations.
- 6. The undersigned hereby authorizes you to verify the information on this form, which is being requested by Cheney Brothers, Inc. to establish credit with their company. Specific Authorization is given to both the bank and trade references listed to disclose all account information for the specified accounts. Cheney Brothers, Inc. is further authorized to conduct a credit check through Equifax or other credit-reporting agency on the purchaser and each individual officer, owners, partner or proprietor identified herein. Each such individual/party agrees to submit a copy of his/her driver's license or photo ID as identification for this purpose. This form may be transmitted to any of the parties noted as proof of authorization.
- 7. If purchase or payment is permitted to made by credit card (requires separate authorization and form), purchaser/cardholder waives all right to dispute or protest any and all such charges with its credit card company or bank. Charges, once made, are final and may only be disputed directly with Cheney Brothers, Inc.
- 8. Purchaser and guarantor (if applicable) agree to provide supplemental credit information upon request.

**DEFINITION OF TERMS**

The undersigned hereby agrees that the definition of:

- Weekly Terms is: Payment for all purchases made Monday through Saturday of any week is due no later than the Thursday of the following week.
- Bi-Weekly Terms is: Payment for all purchases made Monday through Saturday of any week is due no later than the Thursday of the second week following the purchase.
- 21 Day Term is: Payment for all purchases made Monday through Saturday of any week is due no later than the Thursday of the third week following the purchase.
- Monthly Terms is: Payment for all purchases made from the first of the month through the last day of the month are due no later than the 10th of the next month.

<b>Date</b> X	<b>Sales Representative (Signature)</b>	<b>Number</b>
<b>Officer, Owner or Partner (Signature)</b>	<b>Sales Manager (Signature)</b>	
<b>Type or Print Name</b>	<b>Title</b>	

**INDIVIDUAL PERSONAL GUARANTEE**

I, \_\_\_\_\_ (type or print name), residing at \_\_\_\_\_ for and in consideration of your extending credit at my request to \_\_\_\_\_ (Name of Company/"purchaser") of which I am \_\_\_\_\_ hereby personally guarantee to Cheney Brothers Inc. payment of any obligation of the purchaser and I hereby agree to bind myself to pay on demand any sum which may become due to Cheney Brothers Inc., by the purchaser whenever the purchaser shall fail to pay the same. It is understood that this guarantee shall be a continuing and irrevocable indemnity for such indebtedness of the purchaser. I do hereby waive notice of default, non-payment and notice thereof and consent to any modification or renewal of the credit agreement hereby guaranteed and to all renewals of extension of credit. This guarantee extends to all obligations of purchaser, including but not limited to, purchaser's obligation to pay service charges and potentially treble damages, attorneys' fees and costs associated with any collection activities (either by referral to collection company or attorney).

<b>GUARANTOR'S SIGNATURE</b>	<b>DATE</b>	<b>WITNESS SIGNATURE</b>	<b>DATE</b>
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**PLEASE OBTAIN A COPY OF RESALE CERTIFICATE**