



CHENEY BROTHERS, INC.
NEW ACCOUNT / CREDIT APPLICATION
FORM

S H I P T O	Corporation Name
	Trade Name (d/b/a)
	Address Street
	City County State Zip
	Phone No ()
	Fax No ()
	Email address

B I L L T O	Name
	Address
	City County State Zip
	Phone No ()
	Fax No ()
	Attention of

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 _____

ACCOUNTING INFORMATION

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

BUILDING/FACILITIES

- Owned
 Leased

_____ Name of Mortgagor	_____ Name of Lessor
_____ Address	_____ Address
_____ State Zip	_____ City State Zip
_____ Phone No. ()	_____ Phone No. ()

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

_____ Name and Title	_____ Name and Title
_____ Home Address	_____ Home Address
_____ City /State/Zip	_____ City /State/Zip
_____ Home Phone No. Business Phone No.	_____ Home Phone No. Business Phone No.
_____ Social Security No. Date of Birth	_____ Social Security No. Date of Birth
_____ Drivers License No.(copy of DL or Photo ID required)	_____ Drivers License No. (copy of DL or Photo ID required)

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* incomplete application may not be processed

BANKING

1. Name _____ City _____ Account # _____ Phone # _____ Person to Contact _____	2. Name _____ City _____ Account # _____ Phone # _____ Person to Contact _____
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TRADE REFERENCES (Preferably Food Distributors)

1. Name _____ Phone # _____	4. Name _____ Phone # _____
2. Name _____ Phone # _____	5. Name _____ Phone # _____
3. 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 Bros., Inc. d/b/a Cheney Brothers, Inc. ("Cheney Brothers") are payable at the address shown on the invoice and statement. In the event of any change in Purchaser name, location, authorized agents, or ownership, Cheney Brothers must be notified in writing. Any change may require a new New Account and Credit Application. Failure to do so will result in prior owners remaining jointly and severally liable for any new ownership or unauthorized debts.
2. The undersigned Purchaser hereby agrees that all amounts due Cheney Brothers are payable seven (7) days from the date of statement, unless the invoice or statement provides otherwise. If any amount due Cheney Brothers is not paid within said period, a delinquency charge in the amount of 1 1/2% per month, or any higher amount as permitted by Florida law, on the unpaid balance, shall be added to the total amount due. Additionally, any attorneys' fees and costs, including but not limited to costs and fees of in-house counsel or outside counsel, incurred in connection with efforts to collect any sums due, shall be added to the total amount due. Any attorneys' fees and costs shall include costs and attorneys' fees pre-litigation, at the trial level, on appeal, or in any bankruptcy or other proceeding. Purchaser agrees and acknowledges that any delay by Cheney Brothers in demanding payment or its acceptance of any partial payment shall not be deemed a waiver of any of Cheney Brothers' rights. Venue for all actions arising out of or relating to this credit application or the transactions contemplated herein shall be exclusively in Palm Beach County, Florida. All transactions and agreements between the parties shall be governed by and interpreted in accordance with the laws of the State of Florida without regard to conflicts of law. Purchaser and Guarantor submit to personal jurisdiction in the State of Florida with respect to any and all matters arising out of or relating to this application and any dealings with Cheney Brothers.
3. The undersigned Purchaser agrees, pursuant to Florida Statute, Section 68.065, to pay Cheney Brothers the greater of (a) 5% of the face value of the check or other payment instrument which is protested, returned, deemed worthless, or otherwise dishonored due to a lack of funds, lack of credit, lack of an account, or which is stopped; or (b) the service charges specified in Florida Statute, Section 68.065 (2). Additionally, Purchaser agrees to pay the above sum(s) plus three (3) times the amount of the face value of the check or payment instrument along with any court or other costs and reasonable attorneys' fees, including but not limited to in-house attorneys' fees, in any action or efforts to recover the sums set forth herein.
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 both the Purchaser and the Guarantor(s) in the plural.
5. The parties hereby acknowledge that the goods and/or services purchased from Cheney Brothers 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, unless otherwise stated. At any time prior thereto, Cheney Brothers reserves the right to confiscate such goods or cease such services in the event Purchaser fails to meet its payment obligations. Unless otherwise agreed in writing, any products or equipment leased or loaned to Purchaser must be returned within seventy-two (72) hours or Purchaser will be billed for cost of same at the full retail price of said products or equipment. Purchaser acknowledges that the goods and products purchased from Cheney Brothers may be subject to the Perishable Agricultural Commodities Act and that Cheney Brothers shall be entitled to all rights associated therewith, including, without limitation, status as a priority creditor in any relevant proceeding.
6. The undersigned Purchaser and Guarantor(s) hereby authorize(s) you to verify the information on this form, which is being requested by Cheney Brothers to establish credit with it. Specific Authorization is given to both the bank and trade references listed

ONE CHENEY WAY
RIVIERA BEACH, FL 33404-7000
PHONE : 561-845-4700
FAX: 561-684-7918
CreditApplicationsRVB@CheneyBrothers.com

2801 W. SILVER SPRINGS BLVD.
OCALA, FL 34475-5655
PHONE: 352-291-7800
FAX: 561-681-5341
CreditApplicationsOCL@CheneyBrothers.com

ONE CHENEY WAY
PUNTA GORDA, FL 33982
PHONE: 941-505-5885
FAX: 561.681.5341
CreditApplicationsPUN@CheneyBrothers.com

3500 OLD BATTLEGROUND ROAD
GREENSBORO, NC 27410
PHONE: 919.778.3000
FAX: 561.681.5341
CreditApplicationsNC@CheneyBrothers.com

7833 MAGNOLIA INDUSTRIAL BLVD.
TIFTON, GA 31793
PHONE: 352-291-7800
FAX: 561.681.5341
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to disclose all account information for the specified accounts. Cheney Brothers is further authorized to conduct a credit check through Equifax or other credit-reporting agency on the Purchaser, Guarantor(s) 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 and any other identifying information requested as identification for this purpose. This form may be transmitted to any of the parties noted as proof of authorization. Cheney Brothers does not guarantee that Purchaser will be granted any terms of credit. Granting of credit terms, if any, is solely in Cheney Brothers' discretion.

7. If purchase or payment is permitted to be 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.
8. Purchaser and Guarantor agree to provide supplemental credit information upon request.
9. Unless otherwise agreed in writing, upon closure of account, payment of all outstanding balances is due within seventy-two (72) hours.
10. Cheney Brothers may assign any and all of its rights and obligations herein to its affiliates as well as its successors and assigns. Purchaser may not assign any of its rights or obligations hereunder without written consent of Cheney Brothers.
11. The terms of this Credit Application supersede and control over any conflicting terms in any other agreements between the Parties.
12. **Force Majeure.** Cheney Brothers shall be liable for failure to perform all or part of its obligations, including timely delivery of products or services by reason of any Act of God, pandemic, epidemic, fire, hurricane, flood, legal enactment, governmental order or regulation, supply interruption, delay, or shortage, labor dispute or shortage, or any other cause beyond its reasonable control.

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.

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

INDIVIDUAL PERSONAL GUARANTEE:

I, _____ (type or print name), residing at _____ for and in consideration of your extending credit or approving opening of an account at my request to _____ (Name of Company/"Purchaser") of which I am _____ hereby personally guarantee to Cheney Bros., Inc. d/b/a Cheney Brothers, Inc. ("Cheney Brothers") 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 by the Purchaser whenever the Purchaser shall fail to pay the same in accordance with its terms. 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 or in-house attorneys' fees and costs).

GUARANTOR'S SIGNATURE	DATE	WITNESS SIGNATURE	DATE
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PLEASE PROVIDE A COPY OF RESALE TAX CERTIFICATE

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