

**Account and Credit Application**  
**AGAR SUPPLY CO.,INC.**

225 John Hancock Road  
 Taunton, MA 02780

800-347-2332 Fax: 617-880-5137

Application Date: \_\_\_\_\_  
 Sales Representative: \_\_\_\_\_  
 Account No: \_\_\_\_\_  
 Approval: \_\_\_\_\_

Bill To: \_\_\_\_\_ Ship To: \_\_\_\_\_

Corporate Name: \_\_\_\_\_

DBA or Trade Name: \_\_\_\_\_

Address or PO Box: \_\_\_\_\_ Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

A/P Contact: \_\_\_\_\_ Delivery Contact: \_\_\_\_\_

Federal Tax I.D. No. for person or business to be billed: \_\_\_\_\_

**tax exempt attach copy of exemption certificate** For Profit Corporation? Y / N Purchase Order Required? Y / N

**Delivery - Site ID Information YOUR APPLICATION WILL NOT BE PROCESSED WITHOUT THE FOLLOWING INFORMATION**

Business Hours: \_\_\_\_\_ Delivery times: \_\_\_\_\_ Do not deliver times: \_\_\_\_\_

Days to deliver (subject to transportation approval) M T W R F S **No more than 3 delivery days**

Driving Instructions: \_\_\_\_\_ Highways/Intersections: \_\_\_\_\_

**THE FOLLOWING INFORMATION MUST BE ACCURATE AND COMPLETE FOR CREDIT APPROVAL.**  
**INFORMATION PROVIDED WILL BE HELD IN CONFIDENCE AND USED FOR CREDIT APPROVAL ONLY.**

**Business Information** as it pertains to the Person/Business to be billed  Profit  Non Profit

**Form:**  Proprietor  Partnership LTD Partnership  Wholesaler  
**Type:**  Restaurant  Take Out LLC  Hotel  Other  
 Corporation, State Of : \_\_\_\_\_ Franchise of: \_\_\_\_\_

Date business opened: \_\_\_\_\_ How long at this location: \_\_\_\_\_

Length of time you have owned this business \_\_\_\_\_ Years Is this business seasonal: YES  NO

**Building Facilities**

If owned/Mortgaged:

Name of Owner(s): \_\_\_\_\_ Address: \_\_\_\_\_ Phone No.: \_\_\_\_\_

Mortgage Holder(s): \_\_\_\_\_ Address \_\_\_\_\_ Phone No.: \_\_\_\_\_

If leased/rented

Name of Tenant(s): \_\_\_\_\_ Address: \_\_\_\_\_ Phone No: \_\_\_\_\_

Name of Landlord: \_\_\_\_\_ Address: \_\_\_\_\_ Phone No: \_\_\_\_\_

**Other businesses in which you or the person or business to be billed have or have had an interest**

Name: \_\_\_\_\_ Address: \_\_\_\_\_ Phone No: \_\_\_\_\_ Dates of operation: \_\_\_\_\_

**Volume** Annual Gross Sales \$ \_\_\_\_\_ Have you had a prior account with Agar YES  NO

Monthly Agar sales anticipated \$ \_\_\_\_\_ When? \_\_\_\_\_ Account Number# \_\_\_\_\_

**Owner/Officer Information**

Name and Title: \_\_\_\_\_ Social Security No: \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_ Phone No: \_\_\_\_\_

**Other Officers, Partners or Individual Proprietors**

Name and Title: \_\_\_\_\_ Social Security No: \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_ Phone No: \_\_\_\_\_

Name and Title: \_\_\_\_\_ Social Security No: \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_ Phone No: \_\_\_\_\_

**Bank information**

Bank Name: \_\_\_\_\_ Length of time you have had a relationship with this bank: \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_ Phone No: \_\_\_\_\_

Checking Account No: \_\_\_\_\_ Savings Account No: \_\_\_\_\_

Loan Account No: \_\_\_\_\_ Officer handling your Account: \_\_\_\_\_

**Trade References (Preferably Food Distribution Suppliers)**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Account No: \_\_\_\_\_ Phone No: \_\_\_\_\_ Terms: \_\_\_\_\_

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

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Account No: \_\_\_\_\_ Phone No: \_\_\_\_\_ Terms: \_\_\_\_\_

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

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Account No: \_\_\_\_\_ Phone No: \_\_\_\_\_ Terms: \_\_\_\_\_

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

**TERMS AND CONDITIONS**

This Account and Credit Application ("Application") is made to Agar Supply Co., Inc. and each of its subsidiaries and affiliates ("Agar") for the purpose of inducing Agar to extend credit to the Applicant named below and in accordance with the following terms:

1. Upon approval of this Application, Agar in its sole discretion, shall have the right to terminate Applicant's credit privileges under this Application at any time without prior notice to Applicant, except as otherwise provided by law.
2. All purchases by Applicant of goods or services from Agar shall be made in accordance with the terms and conditions of this Application and any other documents evidencing Applicant's obligations to Agar, all of which are incorporated herein by reference.
3. The entire outstanding balance due to Agar on all invoices shall become due in full immediately upon Applicant's default in the payment on any invoice. Applicant agrees to pay interest in the amount of 1.5% per month on any past due amount until collected and to pay all costs of collection incurred by Agar, including reasonable attorneys' fees. Applicant agrees that a charge of 25% of the amount referred for collection shall be a reasonable fee.
4. If this Application is not approved or if any other adverse action is taken with respect to Applicant's credit with Agar, Applicant has a right, within 60 days of notification of such action, to request that Agar provide a statement of specific reason for such action within 30 days of such request. The Federal Equal Credit Opportunity Act prohibits discrimination against credit applicants on the basis of race, color, religion, national origin, sex, marital status or age, public assistance as a source of income, or exercise of right under the Consumer Credit Protection Act. The Federal trade Commission administers compliance with that act.
5. This Application and all transactions between Applicant and Agar shall be governed by Massachusetts law, without regard to the conflict of law provisions thereof, and all actions and proceedings arising from, related to or in connection with this Application shall be subject to the non-exclusive jurisdiction of Massachusetts.
6. If Applicant ceases doing business with Agar for any reason, Applicant shall immediately purchase from Agar all goods in Agar's inventory specially ordered for Applicant.
7. Applicant expressly agrees that Agar shall not be responsible for any product nonconformity as to quantity, quality or price unless noted on the original receipt at the time of delivery or in a writing delivered to Agar within 3 days of delivery by certified mail return receipt requested.
8. Except as to quantity of goods ordered, no terms and conditions set forth in any purchase order or other form of Applicant shall apply to any sale by Agar to Applicant.

The initial amount of credit per month sought by Applicant shall not be binding upon Agar and Agar shall not incur any liability by granting, increasing, reducing or refusing such amount. Applicant understands and agrees to be bound by the above terms and all invoices and other documents furnished by Agar from time to time regarding its transactions with Applicant, all of which are incorporated herein by reference. Applicant agrees to advise Agar of any material change of the information in this application, including, but not limited to change of ownership, address, telephone number or bank.

\_\_\_\_\_  
Applicant (Name to be Billed and DBA or Trade Name)

\_\_\_\_\_  
Print Name and Date

\_\_\_\_\_  
Signature of duly authorized officer or agent

**INDIVIDUAL PERSONAL GUARANTEE**

The undersigned ("Guarantor"), having a financial interest in Applicant and benefitting from the transactions contemplated by the Application, hereby personally guarantees the payment by Applicant to Agar Supply Co., Inc. ("Agar") of all amounts due and owing from Applicant to Agar now and from time to time hereafter. Guarantor expressly waives notice from Agar of its acceptance and reliance on this Guarantee, sales made to Applicant and default by Applicant. The Guarantor's obligations hereunder shall not be affected, excused, modified or impaired by any event. No set-off, counterclaim or reduction of any obligation or defense of any kind which Guarantor may have against Applicant or Agar shall be available to Guarantor against Agar under this Guarantee. Agar may proceed to enforce its rights hereunder against Guarantor without first commencing or exhausting its remedies against the Applicant or other Guarantors. Guarantor agrees to pay all fees, costs and expenses, including reasonable attorneys' fees, incurred by Agar in enforcing this Guarantee or protecting its rights in the event of a default by Applicant or Guarantor. This Guarantee shall be binding upon Guarantor and guarantor's heirs, successors and assigns and shall inure to the benefit of Agar, its subsidiaries and affiliates who may, without notice to Guarantor, assign this Guarantee.

This Guarantee shall be governed by Massachusetts law, without regard to the conflict of law provisions thereof, and all actions and proceedings arising from, related to or in connection with this Guarantee shall be subject to the non-exclusive jurisdiction of Massachusetts. Guarantor expressly agrees and consents to submit to the jurisdiction of any federal or state court in Massachusetts on any action or proceeding arising from, relating to or in connection with this Application and Guarantee. If executed by more than one, the obligations of the Guarantor are join and several and all reference to the singular shall be deemed plural.

\_\_\_\_\_  
Print Name and Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Date

\_\_\_\_\_  
Signature

**USE OF A CORPORATE TITLE SHALL IN NO WAY LIMIT THE PERSONAL LIABILITY OF THE INDIVIDUAL PERSONAL GUARANTEE SIGNATORY**

# AGAR SUPPLY CO., INC.

agarsupply.com  
Myles Standish Industrial Park  
225 John Hancock Road  
Taunton, MA 02780-7318  
(508) 821-4750

## CERTIFICATION AND AUTHORIZATION TO RELEASE INFORMATION

I hereby certify that the information in this Account and Credit Application is true and correct. I also certify that the information given in this Application and in any other financial statements provided is for the use of Agar Supply Co., Inc. in determining the amount and conditions of credit to be extended to me or my business. I hereby authorize the bank and supplier references listed in this Account and Credit Application to release to Agar Supply Co., Inc. the information it requires to establish a line of credit for me or my business. I understand that Agar Supply Co., Inc. may also use other sources of credit information it considers reliable in making its determination.

Individual or Corporate Name to be Billed: \_\_\_\_\_

DBA or Trade Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip Code

Owner or Officer: \_\_\_\_\_  
Print Name and Date Signature

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

## AUTHORIZATION FOR CREDIT REPORT

I am executing this Authorization for Credit Report individually for the purpose of authorizing Agar Supply Co., Inc. ("Agar") to obtain a consumer credit report from time to time on me through credit and consumer reporting agencies or other sources. I understand that Agar will use such reports to evaluate my creditworthiness in connection with the proposed extension of business credit to the Applicant from time to time. I hereby knowingly consent to the use of such reports in accordance with the Federal Fair Credit Reporting Act as contained in 15 U.S. C. 1681, et seq., as amended.

\_\_\_\_\_  
Print Name and Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Date

\_\_\_\_\_  
Signature