



## APPLICATION FOR CREDIT AND NEW ACCOUNT INFORMATION FORM

Business Name \_\_\_\_\_ DbA \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_ Phone# \_\_\_\_\_

Fax# \_\_\_\_\_ Website \_\_\_\_\_

Terms Requested (Days) ☐ COD ☐ 7 ☐ 14 ☐ 21

Is applicant a former customer of Stern Produce? \_\_\_\_\_ If Yes, Business Name \_\_\_\_\_

Business Type: ☐ Restaurant ☐ Grocery ☐ Institutional ☐ Hotel/Motel ☐ Recreational ☐ Other

How Long in Business at this Address \_\_\_\_\_ years Federal Tax I.D. Number \_\_\_\_\_

Property Ownership \_\_\_\_\_ Owned \_\_\_\_\_ Leased \_\_\_\_\_ Lessee \_\_\_\_\_

Equipment Ownership \_\_\_\_\_ Owned \_\_\_\_\_ Leased \_\_\_\_\_ Equipment Lessor \_\_\_\_\_

### Business Structure

Corporation (Under state of) \_\_\_\_\_ Partnership \_\_\_\_\_ Proprietorship \_\_\_\_\_ LLC \_\_\_\_\_

### Bill to Address (If different from above)

Address \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_ Phone# \_\_\_\_\_

Fax# \_\_\_\_\_ Accounts Payable Contact \_\_\_\_\_

### Principal Owners or Officers

Name \_\_\_\_\_ Address \_\_\_\_\_

Social Security # \_\_\_\_\_ Email \_\_\_\_\_ Phone \_\_\_\_\_

Name \_\_\_\_\_ Address \_\_\_\_\_

Social Security # \_\_\_\_\_ Email \_\_\_\_\_ Phone \_\_\_\_\_

Name \_\_\_\_\_ Address \_\_\_\_\_

Social Security # \_\_\_\_\_ Email \_\_\_\_\_ Phone \_\_\_\_\_

## Credit References

Business Name _____	Phone _____	How long? _____
Business Name _____	Phone _____	How long? _____
Business Name _____	Phone _____	How long? _____

## Bank References

Bank Name \_\_\_\_\_ Phone# \_\_\_\_\_ Acct# \_\_\_\_\_

Bank Officer \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

I, hereby authorize, our bank to release any information necessary to assist in establishing credit terms.

Signature \_\_\_\_\_

1. STERN PRODUCE CO., INC. shall hereinafter be referred to as "STERN", and the applicant above-named shall be referred to as "CUSTOMER".

2. All sums owing to STERN by CUSTOMER shall be paid in full no later than 10 days after the date of statement. If the account is not fully paid when due, a Finance charge of 1-3/4% per month (21% annual Percentage Rate), shall be added on the balance after first deducting any payments or credits. All payments shall be applied to the oldest outstanding invoices or purchases, notwithstanding any instructions of the purchaser at time of payment. Upon the failure of CUSTOMER to pay any sum when due, or to comply with any of the terms, conditions or agreements contained herein and/or contained on any STERN invoice, quotation or other writing between the two parties, STERN may, at its option, declare any or all sums then owing by CUSTOMER to STERN to be immediately due and payable. All sums shall bear interest from due date at 1-3/4% per month and, in the event STERN takes any action to collect any sums from CUSTOMER, or to enforce any agreement contained herein or in any other writing between the two parties, including but not limited to recording liens, hiring the services of a collection agency, or initiating legal action, customer agrees to pay all costs of collection, including all court costs and the actual attorney fees and costs (whether or not provided for by statute) incurred in the collection of the debt, both before and after Judgement.

3. CUSTOMER shall furnish to STERN, from time to time, promptly upon request, (a) complete financial statements pertaining to CUSTOMER'S operations and financial condition, in such form and detail as STERN shall request, and (B) all other information and documents that STERN may reasonably request. In addition, CUSTOMER hereby authorizes those contacted to release STERN any and all information that may be helpful in determining whether credit should be extended.

4. Any and all quotations, certificates, invoices and other documents signed on behalf of CUSTOMER by any employee of CUSTOMER shall be deemed to be executed on behalf of CUSTOMER with full authority.

5. Nothing contained herein shall be construed as a waiver by STERN of any other rights which it may now have or hereafter acquire by law

6. CUSTOMER understands that all billing, accounts receivables and credit functions of STERN are processed through its billing department in Phoenix, Maricopa County, Arizona. Consequently, it is understood and agreed by the parties that, in the event of suit or action, such shall take place in Maricopa County, Arizona and the laws of the state of Arizona shall apply to the terms of this agreement and any disputes or actions arising therefrom.

7. This instrument contains the entire agreement of the parties, and no waiver or modification hereof shall be valid unless expressed in writing and executed by the parties. Should any provision of this agreement be void or unenforceable, such provision shall be deemed omitted and this agreement with such provision omitted shall remain in effect, and in any event, the provision at issue shall admit of modification to conform to applicable law, and the court shall amend any such provision to conform thereto. Such amendment shall be made in the manner most advantageous to, and most liberally in favor of the interest of STERN and against those of CUSTOMER.

8. CERTIFICATION. CUSTOMER certifies, upon its oath, deposes and says, that all information contained in this application is accurate, true and complete, and is furnished for the purpose of inducing STERN to grant credit to CUSTOMER.

DATED: \_\_\_\_\_ BUSINESS NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_ TITLE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ PRINT NAME: \_\_\_\_\_

## PERSONAL GUARNTY

The undersigned additionally, jointly and severally, on the behalf of themselves individually and on behalf of their marital communities. Unconditionally guaranty the payment of all sums of money as are now, or at any hereafter may be, owing to STERN by said CUSTOMER, on account of such advances and/or sales, deliveries and services rendered, in accordance with the terms, conditions and agreements contained in this application, together with ALL costs and expenses, including actual attorney's fees, as may be incurred by STERN in the enforcement of this Guaranty, whether or not a suit is commenced. This is intended to be and is a continuing Guaranty and shall not be revoked except by written notice to STERN no to make any further advances and/or sales and deliveries, or not to further render any services, on the security of this Guaranty and until the expiration of twenty (20) days after such notice shall have been received by STERN by registered mail, return receipt requested. Any such revocation shall be effective only with respect to advances made, merchandise shipped or delivered and/or services rendered after the expiration of said twenty (20) day period, and shall not affect in any respect liability incurred by the undersigned prior to that time. The obligation shall cover the renewal of any claims guaranteed herein or extension of time of payment thereof, and shall not be affected by any surrender or release by STERN of any other security held by it for any claim hereby guaranteed.

GUARANTOR \_\_\_\_\_ DATE \_\_\_\_\_ SPOUSE \_\_\_\_\_ DATE \_\_\_\_\_

PRINT OR TYPE NAME \_\_\_\_\_