

Modesto Food Distributors, Inc.

Credit/Sales Agreement

Please print or type. All blanks must be filled in completely. This agreement must be signed and dated.

DATE _____

BUSINESS INFORMATION

Business Name _____ Phone _____
Business Address _____ City _____ State/Zip _____
Type of Business _____ Number of Units _____ Fax _____
Corp. _____ Partnership _____ Individual _____ Corp. Name _____
Years Established _____ Present Ownership Since _____
Billing Address _____ City _____ State/Zip _____
Premises Owned? Yes ___ No ___ If Leased, From Whom? _____

THE RESPONSIBLE PARTIES ARE

1. Full Name _____ % Owned ___ Home Phone _____
Residence Address _____ City _____ State/Zip _____
Social Security No. _____ Driver's License No. _____

2. Full Name _____ % Owned ___ Home Phone _____
Residence Address _____ City _____ State/Zip _____
Social Security No. _____ Driver's License No. _____

BANK REFERENCES

Name of Your Bank _____ Branch _____
Address _____ City _____ State/Zip _____
Checking Acct. No. _____ Savings Acct. No. _____

Name of Your Bank _____ Branch _____
Address _____ City _____ State/Zip _____
Checking Acct. No. _____ Savings Acct. No. _____

CREDIT REFERENCES (We Prefer Food Suppliers)

1. Name _____ Address _____
City _____ State/Zip _____
Phone _____

2. Name _____ Address _____
City _____ State/Zip _____
Phone _____

3. Name _____ Address _____
City _____ State/Zip _____
Phone _____

**TERMS OF THE SALE
REPRESENTATION OF SOLVENCY - RETURN CHECK POLICY & NOTICE OF
CHANGES**

The undersigned (Purchaser) agrees that all purchases made by Purchaser from Modesto Food Distributors or any of its subsidiaries and affiliated entities (Seller) are subject to the following terms and conditions:

1. All amounts due for goods and services purchased from Seller are payable at the Seller's accounting facility from which this contract is initiated. All obligations incurred hereunder are performable thereat. 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 30 days, unless otherwise specified, from date of invoice of goods and services delivered. If any amount due Seller is not paid within 42 days, then the unpaid balance will be subject to a 1% late charge.
3. In the event of any action by and between the parties to enforce the terms and conditions of this agreement of any and all rights by and among the parties, including payment of any obligation, the prevailing party therein shall be entitled to recover actual attorney fees, in addition to any other amounts.
4. Purchaser shall notify Seller by certified mail of any change of ownership or any information provided on this application. Purchaser warrants to Seller that all financial information on this application is true, correct and complete in all material respect, and Purchaser authorizes Seller to investigate all references furnished pertaining to the credit and financial responsibility of Purchaser. In the event Purchaser fails to so notify in writing by certified mail Seller of any changes, Purchaser shall be liable for all credit extended prior to said written notification as though no changes in fact occurred, without prejudice to Purchaser rights to proceed, additionally against any successors.
5. The Purchaser agrees to neither order nor accept goods from Seller while Purchaser is insolvent within the meaning of Uniform Commercial Code Section 11201(23). Every order placed, or delivery accepted, while the Purchaser is insolvent shall constitute a written misrepresentation of solvency to the Seller within the meaning of Uniform Commercial Code Section 22702(2).
6. Purchaser expressly agrees that Seller shall not be responsible for any nonconformity as to quantity, quality or price unless noted on the original delivery receipt at the time of delivery or unless the goods are rejected in writing within five (5) days of delivery, by certified mail, return receipt requested, to the Seller.
7. All returned checks will be assessed at \$24.00 returned item charge unless otherwise specified.

Signed by Title Date

Signed by Title Date

Witness Date

INDIVIDUAL PERSONAL GUARANTY

I, _____, in consideration of your extending credit at my request to _____ (The Purchaser, Corporate Officer or Owner,) personally guarantee prompt payment of any obligation of the Purchaser to Modesto Food Distributors and each of its subsidiaries and affiliated entities, whether now existing or hereinafter incurred, and I further agree to bind myself on demand any sum which is due by the Purchaser to Seller whenever the Purchaser fails to pay same. It is understood that this guaranty shall be an absolute, continuing guaranty for such indebtedness of the Purchaser until revoked in writing by certified mail.

I expressly waive presentment, demand, protest, notice of protest, dishonor, diligence, notice of default of nonpayment, notice of acceptance of this guaranty, notice of the extending of any guaranteed indebtedness already hereafter contracted for by the Purchaser hereby guaranteed, notice on any renewal or extension of indebtedness hereby guaranteed and to all renewals or extensions of indebtedness. I further waive any right to require Seller to proceed against, or make any effort at collection of the guaranteed indebtedness from the Purchaser of any other party liable for such indebtedness.

In the event more than one party executes this Guaranty as a guarantor, then each guarantor agrees to be jointly and severally liable for the guaranteed indebtedness, and, all instances herein the singular shall be constructed to include the plural.

SUBROGATION. Guarantor waives any claim, right or remedy which guarantor may now have or hereafter acquire against (Debtor) _____ or any person primarily or contingently liable for the guaranteed obligations or that arise from the existence or performance of Guarantor's obligation hereunder, including without limitation, any claim, remedy or right of subrogation, reimbursement, exoneration, contribution, indemnification or participation in any claim, right or remedy of Modesto Food Distributors against (Debtor) _____, or any collateral security Modesto Food Distributors now has or hereafter acquires regardless of how such claim, remedy or right arises.

Accepted Signature Social Security Number

Accepted Signature Social Security Number

Witness Date