



**FOODPRO CORPORATION**  
**321 EAST 5<sup>TH</sup> STREET**  
**PO BOX 698**  
**FREDERICK, MD 21701**

**LOCAL: 301-663-3171 FAX: 301-662-8397 TOLL FREE: 800-368-2556**

**NEW ACCOUNT INFORMATION/CREDIT APPLICATION**

Customer Account# \_\_\_\_\_

Territory Manager \_\_\_\_\_

**BUSINESS CONTACT INFORMATION**

Trade Name (DBA):		Exact Legal Name:	
Accounts Payable (A/P) Contact:		A/P Contact Email Address:	A/P Contact No.:
Phone:	Fax:	Tax Exempt/Resale No.:	Federal Tax ID No.:
Shipping Address:			
City:		State:	ZIP Code:
Billing Address (if different than Shipping Address):			
City:		State:	ZIP Code:
Check One: <input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation	<input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Limited Liability Partnership	<input type="checkbox"/> Other
Has your company or any of its owners, partners or officers ever filed a voluntary petition in Bankruptcy, been adjudged bankrupt or made an assignment for the benefit of creditors? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Credit Terms Requested: <input type="checkbox"/> COD/Collect <input type="checkbox"/> 7 Days <input type="checkbox"/> Other(specify)_____			

**BUSINESS AND CREDIT INFORMATION**

\* If Proprietorship list Owners, if Corporation list Officers, if Partnership list Partners or if LLC list Members. (Provide Supplemental List of Principals if more space is needed)

Principal's Name and Title:			
Home Address:			
City:		State:	ZIP Code:
Home Phone:	Cell Phone:	Percentage Owned:	Social Security Number:
Principal's Name and Title:			
Home Address:			
City:		State:	ZIP Code:
Home Phone:	Cell Phone:	Percentage Owned:	Social Security Number:

**PRINCIPAL SUPPLIERS**

Primary Supplier #1:		Phone No.:	Primary Supplier #2:		Phone No.:
		Fax No.:			Fax No.:
Address:			Address:		
City	State	Zip	City	State	Zip
Primary Supplier #3:		Phone No.:	Primary Supplier #4:		Phone No.:
		Fax No.:			Fax No.:
Address:			Address:		
City	State	Zip	City	State	Zip

**BANK REFERENCES**

Name:		Contact:	
Address:			
City:		State:	ZIP Code:
Phone:	Fax:	Checking Acct. No:	
Savings Acct. No.:		Loan No.:	

**CREDIT CARD INFORMATION**

Credit Card Acct. No.:		Exp. Date:	Name On Card:	
Billing Address for Credit Card:		City:	State:	Zip Code:

The above information (page 1) is for the purpose of obtaining credit and is warranted to be true. FoodPro Corporation ("FoodPro") is also hereby authorized to charge any of our purchases to the credit card account(s) set forth above. Applicant and Guarantors hereby authorize FoodPro to investigate and obtain credit and financial information (including but not limited to commercial and personal/consumer credit information on all Guarantors) concerning the Applicant and Guarantor(s) at any time and from any source including but not limited to Applicant's and Guarantors' past and present financial institutions (i.e. Bank, Finance Company, etc.) and suppliers. All sources of credit information are hereby given permission to supply FoodPro with any information that FoodPro requests, not only at this time, but from time to time as FoodPro deems appropriate. Also, FoodPro is authorized to provide a copy of this authorization to any source that FoodPro deems appropriate. **Applicant and Guarantors hereby agree to the Terms and Conditions of Sale ("T&C") on the FoodPRO website, [www.foodprocorp.com](http://www.foodprocorp.com), as they may appear from time to time. FoodPRO expressly reserves the right to amend these terms without advance notice and Applicant and Guarantor agree to any such changes.**

In consideration of any credit extended by FoodPro to the Applicant set forth above, and for other good and valuable consideration, the Applicant agrees to pay all amounts owed by the Applicant to FoodPro. Applicant agrees to pay interest at the rate of 18% per annum on all accounts past due as further described in the T&C on the FoodPRO website, [www.foodprocorp.com](http://www.foodprocorp.com). Applicant also agrees that if Applicant is in default of payment or in default for any other reason in accordance with the T & C stated on the FoodPRO website, [www.foodprocorp.com](http://www.foodprocorp.com), and FoodPro finds it necessary to obtain the services of an attorney for collection of any sums due to FoodPro, Applicant agrees that, in addition to any sums due to FoodPro (including interest charges), that FoodPro shall be permitted to add the greater of 33 1/3% of any sums due to FoodPro (including interest charges) or all of FoodPro's actual incurred attorney's fees to the amounts due, as well as court costs and any other collection expenses incurred by FoodPro. The undersigned hereby consents to the personal jurisdiction of the Maryland Courts, and agrees that all matters arising hereunder shall be governed by Maryland Law. Furthermore, Applicant hereby authorizes and empowers any attorney of any Court of Record within the United States to appear for the Applicant in any Court in one or more proceedings, or before any Clerk thereof, and to confess judgment against Applicant, without prior notice or opportunity for a prior hearing, in favor of FoodPro, or its assigns or successors in interest, for any sums due to FoodPro, plus accrued interest, costs of suit and attorneys fees as stated herein. Applicant hereby waives all rights to stay of execution on said judgment, as well as any demand of presentment for payment, notice of dishonor, protest, notice and trial by jury. This Credit Application is intended to be signed under seal in order to extend the Statute of Limitations to 12 years.

Please attach a copy of your latest Financial Statement: Financial Statement through \_\_\_\_\_ is attached yes  no

IN WITNESS WHEREOF, my/our hand(s) and seal(s) this \_\_\_\_\_ (insert date).

**CORPORATE APPLICANT**

Legal Name of Corporation: \_\_\_\_\_

(If Applicable) Trade Name: \_\_\_\_\_

ATTEST:

\_\_\_\_\_/\_\_\_\_\_(SEAL) By: \_\_\_\_\_/\_\_\_\_\_(SEAL)

Witness Signature/Printed Name

Applicant's Signature/Printed Name

Applicant's Title \_\_\_\_\_

**PROPRIETORSHIP, PARTNERSHIP OR LIMITED LIABILITY CO. APPLICANT**

(If Applicable) Trade Name: \_\_\_\_\_

(If Applicable) Entity Name: \_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_(SEAL) By: \_\_\_\_\_/\_\_\_\_\_(SEAL)

Witness Signature/Printed Name

Applicant's Signature/Printed Name

Applicant's Title \_\_\_\_\_

**BLANKET CERTIFICATE OF RESALE**

Blanket Certificate of Resale for the State of \_\_\_\_\_. This is to certify that all tangible personal property, material or merchandise purchased by the undersigned from FoodPRO, 321 East 5<sup>th</sup> Street, PO Box 698, Frederick, MD 21701 after the date of \_\_\_\_\_, is purchased for the following specific purpose(s):

\_\_\_\_ For resale as tangible personal property

\_\_\_\_ To be incorporated as a material component or part of other tangible personal property to be produced for sale by manufacturing, assembling, processing, or refining

\_\_\_\_ For the use by a non-profit, religious, charitable, or educational organization, volunteer fire company and rescue squad, governmental entity, credit union, or any similar organization that has been granted tax exempt status by the state government in the state in which the activities of the organization are conducted.

This certificate shall be considered a part of each purchase order, which we shall issue to FoodPRO, and bears our STATE RETAIL SALES AND USE TAX LICENSE REGISTRATION NUMBER of \_\_\_\_\_, and is to continue in force until revoked in writing.

\_\_\_\_\_/\_\_\_\_\_  
Signature/Printed Name Title Date

**PERSONAL GUARANTY OF PAYMENT**

This Personal Guaranty is unconditional and irrevocable and shall include any and all sums due for principal balances incurred, interest and late charges incurred, attorneys' fees assessable by FoodPRO Corporation, T/A FoodPro ("FoodPro") against the business set forth in this application for default in payment, and any and all costs incurred by FoodPro in pursuing any legal action against the aforementioned business or against me/us individually. Such attorneys' fees shall be the greater of 33 1/3% of any sums due to FoodPro (including interest charges) or all of FoodPro's actual incurred attorneys' fees. Notice of nonpayment of any sums due by the Applicant is waived. This Personal Guaranty shall be continuing in nature, and shall be an immediate and enforceable personal liability of the undersigned jointly and severally. This personal liability shall be binding on each and every of the heirs, personal representatives, assigns, and transferees of the undersigned. The undersigned hereby jointly and severally consents to the personal jurisdiction of the Maryland Courts, and agree that all matters arising hereunder shall be governed by Maryland Law. In the event of any default by any of the undersigned, the undersigned hereby, jointly and severally authorize and empower any attorney of any Court of Record within the United States to appear for me/us in any Court in one or more proceedings, or before any Clerk thereof, and to confess judgment, in favor of FoodPro, or its assigns or successors in interest, for all principal, interest, attorneys' fees and costs due and owing (without prior notice or opportunity for a prior hearing). Guarantor(s) hereby waives all rights to stay of execution on said judgment, as well as any demand of presentment for payment, notice of dishonor, protest, notice and trial by jury. This is intended to be signed under seal to extend the Statute of Limitations to 12 years. In witness whereof, I/we affix my/our hand and seal.

\_\_\_\_\_/\_\_\_\_\_(SEAL) \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_/\_\_\_\_\_(SEAL) \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name