



Brothers Produce, Inc.

Serving Houston, Dallas, and Austin areas



CUSTOMER APPLICATION

Please complete form, sign and return to by fax or email to: Accounts Receivable: Fax: 713-926-6787 Email: AcctMgmt@brothersproduce.com

Billing

Business Name _____

(DBA) Trade Name _____

Address _____

City _____ State _____ Zip Code _____

Corporate Telephone Number _____ A/P Fax Number _____

Accounts Payable Contact _____ Email Address _____

Delivery

Address _____

City _____ State _____ Zip _____ Fax Number _____

Telephone Number(Site) _____ Title _____

Federal Tax ID - or - State Sales & Use Tax Permit No. _____

Purchasing Contact _____ Title _____

Anticipated Monthly Volume _____ Purchase Order Required? Yes No

Business Information

Date business was (Check One) Started Incorporated Date _____ Is Applicant a new owner? Yes No

Applicant Owns Rents its present place of business _____

Landlord/Mortgage Holder _____ Address _____ Telephone _____

Please check appropriate box for business type:

Sole Proprietorship Partnership Limited Partnership Limited Liability Partnership Limited Liability Company

Corporation State of Registration _____ Registration # _____ Franchise of _____

Owner/Proprietor, Partners, or Corporate Officers:

Name _____ Title _____

Name _____ Title _____

Home Address _____

Home Address _____

City _____ State _____ Zip _____

City _____ State _____ Zip _____

Social Security Number _____ DL # _____ State _____

Social Security Number _____ DL# _____ State _____

*** DL# is required for COD (Check on delivery). ***

*** SSN is required if signing Personal Guaranty. ***

Banking Information

Bank Name _____

Telephone Number _____

Address _____ City _____ State _____ Zip _____

Checking Acct. No. _____ Savings Acct. No. _____

Local Food Distributor References:

Name _____ Address _____ Telephone No. _____ Acct. No. _____

Name _____ Address _____ Telephone No. _____ Acct. No. _____

Name _____ Address _____ Telephone No. _____ Acct. No. _____

Name _____ Address _____ Telephone No. _____ Acct. No. _____

*** Please provide the name & number of your references to be considered for terms. Account number if available. ***

*** This is the legal documentation we must have on each account. ***

For COD (Check on delivery) / Cash Only

For TERMS

Agreement of Terms and Conditions

The undersigned ("Purchaser"/"Applicant") agrees that all purchases made by Purchaser from Brothers Produce, Inc. ("Brothers"/"Seller") are subject to the following terms and conditions.

1. All amounts are due for goods and services purchased from Seller are payable at the Seller's office in Houston, Harris County, Texas. Purchaser agrees that such amounts are not payable in installments. Pursuant to the Seller's policy, any delinquency in payments could result in the suspension of all deliveries on Purchaser's account until financial responsibilities are satisfied and current.
2. All amounts due Seller are payable based upon the payment terms granted Purchaser by Seller. Delinquent amounts are subject to an interest rate of the maximum lawful rate permitted to be charged under Texas law.
3. Purchaser shall pay Seller a service charge of \$30.00 for each check returned by Purchaser's bank. Seller's policy is that no deliveries will be made until any returned check and the related charges are paid in full. Failure to comply with said policy could result in a "Cash Only" payment status for future deliveries.
4. Should the Purchaser's account be turned over to an attorney or other agency for collection, should suit be brought on same, and /or should the same be collected through any judicial proceeding, Purchaser shall pay all reasonable attorney's retainer fees and court costs incurred by Seller. This application and all transactions between "Applicant" and "Brothers" shall be governed by and interpreted in accordance with the laws and decisions of the State of Texas without regard to the conflicts of law provisions thereof. "Applicant" hereby waives any right that may exist to transfer or change venue of any litigation filed in such courts. Jurisdiction and venue for all non-federal court proceedings shall be in Harris County, Texas.
5. Purchaser shall notify Seller by certified mail of any changes in ownership of Purchaser.
6. Purchaser authorizes Seller to investigate all references relating to the credit and financial responsibility of Purchaser. Purchaser certifies to Seller that all information furnished for the purposes of obtaining credit from Seller is true, correct, and complete in all material respects, and the information is being furnished to Brothers for the purpose of inducing Brothers to extend credit to Applicant, and understands Brothers intends to rely upon such information. Any reproduction of this Agreement by reliable means will be considered an original of this document.
7. If this Application is not fully approved or if any other adverse action is taken with respect to Applicant's request for credit terms with Brothers, Applicant has the right to request a statement of specific reason(s) for such action within sixty (60) days of Brothers notification of such adverse action, which statement shall be provided within thirty (30) days of said request. The Federal Equal Opportunity Act prohibits creditors from discrimination against credit applicants on the basis of race, color, religion, national origin, sex, marital status, or age (provided the applicant has legal capacity to enter into a binding contract).
8. The entire outstanding balance due to Brothers on all invoices shall become due in full immediately upon default in the payment of any invoice.
9. Applicant understands and agrees to be bound by the above and forgoing terms and conditions. All purchases by Applicant from Brothers will be made in accordance with the Terms and Conditions of this Application and any other documents evidencing Applicant's obligations to Brothers, all of which are incorporated herein.
10. Applicant understands that Brothers will retain this Application whether or not credit terms are extended to Applicant.

*** Signature Required. ***

| | | |
|-----------------------|----------------|---------------|
| "Purchaser" | | |
| _____ Signature | _____ Title | _____ Date |
| _____ Printed Name | | |

Authorization to Obtain Personal Credit Information in Compliance with the Fair Credit Reporting Act

The undersigned hereby consents to Brothers use of non-business consumer credit reports in order to evaluate the credit worthiness of the undersigned as principal, proprietor, and/or guarantor in connection with the extension of business credit as contemplated by this credit application. The undersigned hereby authorizes Brothers to utilize business and/or consumer credit reporting agencies from time to time in connection with the extension of continuation of he business credit represented by this credit application. The undersigned as (an) individual(s) hereby knowingly consent to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15 U.S.C. 1681 et seq.

| | | |
|--------------|------------------------|--------------|
| Signature | Date | Home Address |
| Printed Name | Social Security Number | |

Individual Personal Guaranty

(Optional)

The undersigned ("Guarantor") having a financial interest in Applicant and benefiting from the transactions contemplated by the Application, hereby personally guaranties the payment by Applicant to Brothers Produce, Inc., of all amounts due and owing now and from time to time hereafter from Applicant and Brothers resulting from purchases made by the Business or Individuals listed on this Credit Application (noted under Billing and/or Delivery section) and/or deliveries made to the address(es) listed on same Application heretofore and hereafter incurred and whatever form it may be evidenced.

The Guaranty shall only cease if written notice of revocation, by registered mail, be acknowledged by Brothers and the balance appearing on its books is zero and there is no pending delivery in the process. It shall not cease should a change occur in the trade style, or in the corporate principals, or in the location of either the Applicant or Guarantor, or in the status of the Applicant.

1. The undersigned does hereby subordinate and postpone all claims that may now or hereafter exist against the Applicant in favor of payment to Brothers of all claims that Guarantor might have against the above. The presentments, and notices of every kind or nature to Applicant. No set of, counterclaim, or reduction of any obligation, or any defense of any kind or nature, which Guarantor has or may have against Applicant or Brothers, shall be available hereunder to Guarantor against Brothers.
2. The undersigned further agrees to pay, in the event the amount becomes delinquent and is turned over to an attorney for collection, attorney's fee equal to 33 1/3% of the balance due plus all attendant collection costs and interest.
3. It is understood that this guaranty may be enforced without first having to sue the corporation or business that incurred the debt.
4. For purposes of the guarantee it is agreed that the undersigned will be responsible for the corporate or business debt even though their name does not appear on the invoices or billing.
5. This Guaranty shall be governed by and interpreted under the laws and decisions of the State of Texas without regard to the conflicts of law provisions thereof.
6. Jurisdiction and venue for all non-federal court proceedings shall be in Harris County, Texas. The Guarantor hereby waives any right that may exist to transfer or change venue of any litigation filed in such courts.
7. If executed by more than one, the obligations of Guarantor shall be joint and several and all references to the singular shall be deemed in the plural.
8. Use of a corporate title shall in no way limit the personal liability of the personal Guaranty signatory.

I, the undersigned Guarantor further declare to Brothers that I am duly authorized to sign this Guaranty on behalf of the Applicant.

Guarantor

Guarantor Signature

Date

Witness Signature

Date

Guarantor Printed Name

Witness Printed Name

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Signature

Date

Home Address

Printed Name

Social Security Number