



# Credit Application

Date \_\_\_\_\_

3310 75<sup>th</sup> Avenue, Landover, MD 20785

Ph: 301-772-3333 • Fax: 301-618-5445 • Alt. Fax: 301-618-5484



### Ship To:

### Bill To:

\_\_\_\_\_  
Legal Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Trade Name (DBA)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address (not PO Box)

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

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

\_\_\_\_\_  
AP Phone # (include area code)      AP Fax #

Accts. Payable Contact (full name) \_\_\_\_\_ AP E-mail Address \_\_\_\_\_

Purchasing Agent: \_\_\_\_\_ Title: \_\_\_\_\_ Phone # \_\_\_\_\_ Fax # \_\_\_\_\_

Purchase Order Number Required? Yes No      Own Lease Landlord \_\_\_\_\_  
Name Phone

### Business Information: Circle One

General Partnership      Proprietorship      Limited Liability Co. (Name of LLC \_\_\_\_\_)  
Corporation (Name of Corp. \_\_\_\_\_) (State of Incorporation \_\_\_\_\_)

Date business was purchased (or established) by current owner(s): \_\_\_\_\_

State Sales Tax ID # \_\_\_\_\_ (Please attach copy of Certificate)

### Complete the following for ALL Corporate Officers, General Partners, or an Individual Proprietor

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Home Address

\_\_\_\_\_  
Home Address

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

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

\_\_\_\_\_  
Home Phone

\_\_\_\_\_  
Home Phone

### **References: (List three largest purveyors of food service products or services)**

\_\_\_\_\_  
Name of Company      City      Acct. #      Phone #      Fax #

\_\_\_\_\_  
Name of Company      City      Acct. #      Phone #      Fax #

\_\_\_\_\_  
Name of Company      City      Acct. #      Phone #      Fax #

Keany Account Executive \_\_\_\_\_

**TERMS OF ACCOUNT**

The undersigned ("Purchaser") agrees that all purchases made by the Purchaser from P.J.K. Food Service, LLC, trading as Keany Produce & Gourmet ("Seller") are subject to the following terms and conditions:

1. Purchaser agrees to pay all amounts due Seller in accordance with the terms of payment on Seller's invoices. Purchaser shall be notified by Seller of the terms of payment. If any amount due to seller is not paid in accordance with such payment terms, interest shall be charged against the sum due at a rate of eighteen percent (18%) per annum, less payments and credits, until payment is made in full.
2. Purchaser shall pay Seller a service charge in an amount equal to the greater of \$25.00 or the maximum fee permitted by law for all checks returned by Purchaser's bank.
3. Purchaser affirms the correctness of the information given in connection with this credit application and agrees to notify Seller, in writing, of any changes in and/or additions to the information set forth herein or furnished herewith. Purchaser understands that Seller's granting of credit to Purchaser is contingent upon the accuracy and completeness of the information provided herein or furnished herewith and said contingency shall remain in effect so long as the Purchaser is indebted to or seeks credit from Seller.
4. Purchaser understands and acknowledges that Seller is not obligated to extend the credit requested and the account terms may be changed at any time at the sole discretion of the Seller. Should this account become past due, Purchaser agrees to pay interest at the rate of 18% per annum on any past due balance plus all costs of collection, including but not limited to Seller's reasonable attorneys' fees and court costs. Purchaser understands and agrees that interest, attorneys' fees, and costs to collect any past due balance are sums owing in connection with the PACA trust, under 7 U.S.C. 499e (c)(2). **SHOULD ANY PAYMENT NOT BE MADE WHEN DUE, THE PURCHASER AUTHORIZES ANY ATTORNEY TO APPEAR IN A COURT OF COMPETENT JURISDICTION AND CONFESS JUDGEMENT AGAINST THEM FOR THE AMOUNT DUE, INCLUDING ALL INTEREST CHARGES, REASONABLE ATTORNEYS' FEES, AND COSTS OF COLLECTION.**
5. Purchaser authorizes Seller to contact any of the banks or other financial institutions, business, and/or persons listed on the Credit Application. Purchaser further authorizes seller to request and review Purchaser's consumer credit report. All personal information will be kept confidential.
6. The purchaser's signature on this document constitutes the Purchaser's authorization to process payments by electronic funds transfer when received in the form of paper checks..
7. In the event that there are legal proceedings between the parties, Keany shall be entitled to recover reasonable attorneys' fees, interest at the rate of 18% per year, and court costs. If any of the terms herein shall be invalid or otherwise unenforceable, the rest of the terms shall remain in full force and effect.

**THIS AGREEMENT CONTAINS A CONFESSION OF JUDGMENT PROVISION. I/We, the undersigned, acknowledge that (1) I/We am/are authorized to act as an agent of the purchaser, (2) I/we have read the above agreement thoroughly and I/we understand and agree to the terms stated above.**

Date	By: Signature of Authorized Agent
Business Name of Purchaser	Printed Name and Title of Authorized Agent

**PERSONAL GUARANTEE**

This Guaranty is given by the undersigned Guarantor(s) to **P.J.K. Food Service, LLC, trading as Keany Produce & Gourmet ("Keany")** in order to induce it to extend credit to, or otherwise become the creditor of \_\_\_\_\_ (Business Name of Purchaser).

I/We hereby absolutely, and unconditionally, **PERSONALLY GUARANTEE** to Keany the prompt payment, when due, of every claim of Keany that may hereafter arise against the Purchaser, or its successors and/or assigns. This Guaranty shall apply also to any amounts owing by the Purchaser to Keany at the time that this Guaranty is signed. I/We do also unconditionally **PERSONALLY GUARANTEE** interest at the rate of eighteen percent (18 %) per annum plus all costs of collection, including but not limited to reasonable attorneys' fees and court costs. **SHOULD ANY PAYMENT NOT BE MADE WHEN DUE, THE GUARANTOR AUTHORIZES ANY ATTORNEY TO APPEAR IN THE COURT OF COMPETENT JURISDICTION AND CONFESS JUDGMENT AGAINST THEM FOR THE AMOUNT DUE, INCLUDING ALL INTEREST CHARGES, ATTORNEYS' FEES AND COSTS OF COLLECTION.**

This is a continuing Guaranty and shall remain in full force as to each Guarantor until revoked by him/her by notice, in writing, to Keany. Such revocation shall be effective only as to claims of Keany that arise out of transactions entered into after Keany's actual receipt of the notice. The liability of the Guarantors shall not be affected, modified, or diminished, by reason of any assignment, renewal, modification, or extension of credit, time to make payments, surrender or release of any security, an increase in the line of credit extended to the Purchaser by Keany, or any other modification of the terms of account. This Guaranty is, and shall remain, binding upon the heirs, estate representatives, successors, and assigns of each Guarantor. This Guaranty is independent of any other guaranty or rights, which Keany may have with respect to the account of the Purchaser.

Each Guarantor authorizes Keany to make credit inquiries and obtain consumer credit reports to determine his/her financial status, and other information to assist in collection efforts, at any time. Each Guarantor waives any notice that the Purchaser or other Guarantor is delinquent or is in default of its/his/her obligations to Keany, also waives any notice of nonpayment or nonperformance, and also waives demand or proof of notice of demand upon the purchaser or any other Guarantor.

If any of the provisions of this Guaranty shall be invalid or otherwise unenforceable, the rest of the Guaranty shall remain in full force and effect.

This is a **PERSONAL GUARANTEE**. The undersigned Guarantors should not identify any business affiliation next to his/her signature below. Each Guarantor agrees that this Guaranty is his/her personal obligation, notwithstanding any business affiliation identified below. **THIS GUARANTEE CONTAINS A CONFESSION OF JUDGMENT PROVISION. I/We acknowledge that I/we have read the above agreement thoroughly and I/we understand and agree to the terms of repayment.**

Signature (Do NOT list title)	Name (Print)	Social Security Number
Address	Telephone	
Signature (Do NOT list title)	Name (Print)	Social Security Number
Address	Telephone	