



Credit Application (for state of Virginia only) Date _____

3310 75th 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 or signed ST-10 Form)

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 determined 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).
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 of any claim or controversy between the Purchaser and the Seller, Purchaser consents to jurisdiction in Virginia and venue in Fairfax County, Virginia. Notwithstanding the foregoing, Seller reserves the right to pursue Purchaser in any jurisdiction and venue proper under the law.
8. If any of the terms herein shall be invalid or otherwise unenforceable, the rest of the terms shall remain in full force and effect. All disputes involving the Purchaser and Seller shall be governed by the laws of the State of Virginia, unless a federal law, such as the Perishable Agricultural Commodities Act, 7 U.S.C. 499a et seq., applies.

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** payment of 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.

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 hereby waives the benefit of his/her homestead exemption. 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.

In the event of any claim or controversy between the Purchaser and Seller, Guarantor consents to jurisdiction in Virginia and venue in Fairfax County, Virginia. Notwithstanding the foregoing, Seller reserves the right to pursue Guarantor in any jurisdiction and venue proper under the law. All disputes involving the Purchaser and Guarantor shall be governed by the laws of the State of Virginia, unless a federal law, such as the Perishable Agricultural Commodities Act, 7 U.S.C. 499a et seq., applies. 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.

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.

Given under my hand this _____ day of _____, 20_____

Signature (Do Not List Title)

Name (Print)

Social Security Number

Address

Telephone Number

Signature (Do Not List Title)

Name (Print)

Social Security Number

Address

Telephone Number

Form ST-10

COMMONWEALTH OF VIRGINIA
SALES AND USE TAX CERTIFICATE OF EXEMPTION

For use by a Virginia dealer who purchases tangible personal property for resale,
or for lease or rental, or who purchases materials or containers
to package tangible personal property for sale

To: Keany Produce & Gourmet Date:
Name of Supplier

3310 75th Avenue Landover MD 20785
Number and Street or Rural Route City, Town or Post Office State Zip Code

The Virginia Retail Sales and Use Tax Act provides that the Virginia Sales and use tax shall not apply to tangible personal
property purchased for resale; that such tax shall not apply to tangible personal property purchased for future use by a
person for taxable lease or rental as an established business or part of an established business, or incidental or germane
to such business, including a simultaneous purchase and taxable leaseback. The Act provides also that such tax shall not
apply to packaging materials such as containers, labels, sacks, cans, boxes, drums or bags if the materials are marketed
with a product being sold and become the property of the purchaser.

This Certificate of Exemption may not be used by a using or consuming construction contractor as defined in the Regulations.

The undersigned dealer hereby certifies that all tangible personal property purchased from the above named supplier on
and after this date will be purchased for the purpose indicated below, unless otherwise specified on each order, and that this
Certificate shall remain in effect until revoked in writing by the Department of Taxation. Check proper box below.

- 1. Tangible personal property for RESALE only.
2. Tangible personal property for future use by a person for taxable LEASE OR RENTAL as an established business,
or part of an established business, or incidental or germane to such business, or a simultaneous purchase and
taxable leaseback.
3. Packaging materials such as containers, labels, sacks, cans, boxes, drums or bags that are marketed with a
product being sold and become property of the purchaser.

Name of Dealer Virginia Account No.

Trading as

Address Number and Street or Rural Route City, Town or Post Office State Zip Code

Kind of business engaged in by dealer

I certify that I am authorized to sign this Certificate of Exemption and that, to the best of my knowledge and belief, it is true
and correct, made in good faith, pursuant to the Virginia Retail Sales and Use Tax Act.

By Signature Title

If the dealer is a corporation, an officer of the corporation or other person authorized to sign on behalf of the corporation must
sign; if a partnership, one partner must sign; if an unincorporated association, a member must sign; if a sole proprietorship,
the proprietor must sign.

Information for supplier—A supplier is required to have on file only one Certificate of Exemption properly executed by the
dealer who buys tax exempt tangible personal property for the purpose indicated hereon.