



Buchy Food Service
1050 Progress St.
Greenville, Ohio 45331

800-762-1060 * 937-548-2128 * (fax) 937-548-6880 * www.buchyfoods.com * info@buchyfoods.com

NEW ACCOUNT APPLICATION

DSR:

The undersigned company is applying for credit with Buchy Food Service and agrees to abide by the standard terms and conditions of Buchy Food Service as printed on the reverse side.

Company name:

DBA (if different):

Contact person :

E-mail address:

Address:

City:

State:

Zip:

Business Phone:

Home Phone/Cell Phone:

Federal tax ID or Social Security number:

Fax no:

Type of business :

No. of employees:

Date business established:

Types of products you will purchase:

Terms requested: COD 7 days 14 days 21 days Other--

Are you a:

CORPORATION

State of incorporation:

Date established:

Names, titles, and addresses of your three chief corporate officers:

Name and address of your resident agent:

PARTNERSHIP

Names and addresses of the partners:

SOLE PROPRIETORSHIP **Owner's Name, Address, & Phone:** _____

Are you sales tax exempt? Yes No

Have you ever had credit with us Yes No

before?

If yes, under what name?

Authorized purchasers:

Accounts Payable Contact:

TRADE REFERENCES

Reference #1	Name: _____
	Address: _____
	Phone: _____ Fax: _____
Reference #2	Name: _____
	Address: _____
	Phone: _____ Fax: _____
Reference #3	Name: _____
	Address: _____
	Phone: _____ Fax: _____

BANK REFERENCES

Bank#1	Account #: _____
	Name of bank: _____
	Contact person: _____
	Address: _____
	Phone: _____ Fax: _____
Bank#2	Account #: _____
	Name of bank: _____
	Contact person: _____
	Address: _____
	Phone: _____ Fax: _____

I represent that the above information is true and is given to induce Buchy Food Service to extend credit to the applicant. My company and I authorize Buchy Food Service to make such credit investigation as Buchy Food Service sees fit, including contacting the above trade references and banks and obtaining credit reports. My company and I authorize all trade references, banks, and credit reporting agencies to disclose to Buchy Food Service any and all information concerning the financial and credit history of my company and myself.

I have read the terms and conditions stated below and agree to all of these terms and conditions.

Authorized signature: _____

Printed name: _____

Date: _____ **Title:** _____

GENERAL TERMS AND CONDITIONS AND PERSONAL GUARANTEE

- 1. Statements are run weekly. Payment is expected according to terms. Standard terms are COD or Net 7 depending on credit application. Other terms granted upon review of credit record. Place of payment shall be Buchy Food Service, 1050 Progress St, Greenville, Ohio 45331.**
- 2. A finance charge at a prorated amount to total 2% per month may be added to all amounts billed if not paid within terms.**
- 3. No additional credit will be extended to past due accounts unless satisfactory arrangements are made with our credit department.**
- 4. PERSONAL GUARANTEE: If the credit customer is a corporation, then those signing this application, whether signing as an officer or not, personally guarantee payment for all items purchased on credit by the corporation.**

PERSONAL GUARANTEE

Whereas, _____, (hereinafter called the "Borrower"), desires to conduct business with and obtain credit or a continuation of credit from BUCHY FOOD SERVICE, an Ohio corporation (hereinafter called the "Creditor").

Whereas, Creditor is unwilling to extend or continue credit to the Borrower unless it receives a guarantee of the undersigned covering the Liabilities of the Borrower to the Creditor, as hereinafter defined.

Now, therefore, in consideration of the premises and of other good and valuable consideration and in order to induce Creditor from time to time, in its discretion, to extend or continue credit to the unconditionally, to Creditor the payment of all liabilities of the Borrower to Creditor of whatever nature, whether now existing or hereafter incurred, whether created directly or acquired by Creditor by assignment or otherwise, whether matured or unmatured and whether absolute of contingent (all of which are herein collectively referred to as the "Liabilities of the Borrower").

The undersigned agrees that, with or without notice or demand, the undersigned shall reimburse Creditor, to the extent that such reimbursement is not made by the Borrower, for all expenses (including counsel fees) incurred by Creditor in connection with any of the Liabilities of the Borrower or the collection thereof.

This guarantee is a continuing guarantee and shall remain in full force and effect irrespective of any interruptions in the business relations of the Borrower with Creditor; provided, however, that the undersigned may be noticed in writing, delivered personally to or received by registered mail by the Credit Manager of Creditor at Creditor's address terminate this guarantee with respect to all Liabilities of the Borrower incurred or contracted by the Borrower or acquired by Creditor after the date on which such notice is so delivered or received.

All monies available to Creditor for application in payment or reduction of the Liabilities of the Borrower may be applied by Creditor in such manner and in such amounts and at such time or times as it may see fit to the payment or reduction of such of the Liabilities of the Borrower as the Creditor may elect, and the obligations pursuant to this guarantee shall not be affected by any surrender or release by the Borrower of any other security held by it for any claim hereby guaranteed.

The undersigned hereby waives (a) notice of acceptance of this guarantee and of extensions of credit by Creditor to the Borrower (b) presentment and demand for payment of any of the Liabilities of the Borrower (c) protest and notice of dishonor or default to the undersigned or to any other party with respect to any of the Liabilities of the Borrower, (d) all other notices to which the undersigned might otherwise be entitled; and (e) any demand for payment under this guarantee.

This is a guarantee of payment and not of collection and the undersigned further waives any right to require that any action be brought against the Borrower or any other person or to require that resort be had to any security or to any balance of any deposit account or credit on the books of Creditor in favor of the Borrower or any other person.

No delay on the part of Creditor in exercising any rights hereunder or failure to exercise the same shall operate as a waiver as such rights; no notice to or demand on the undersigned shall be deemed to be a waiver of the obligations of the undersigned or of the right of Creditor to take further action without notice or demand as provided herein; not in any event shall any modifications or waiver of the provisions of this guarantee be effective unless in writing nor shall any such waiver be applicable except in the specific instance for which given.

This guarantee is, and shall be deemed to be, a contract entered into under and pursuant to the laws of the State of Ohio and shall be in all respects governed, construed, applied and enforced in accordance with the laws of said state, and no defense given or allowed by the laws of any other state of the United States of America shall be interposed in any action unless defense is also given or allowed by the laws of the State of Ohio.

By: _____
(Name of Guarantor)

Date: _____

Address: _____

Witness: _____

Date: _____

Delivery Information

Location:

Directions:

Delivery days:

Preferred times of delivery:

Is delivery front or rear?

Stairs?

Elevator?

Security alarm?

Indicate code--

Key?

Please list any delivery time or location restrictions:

N

Indicate Street Names

W

E

S

For Office Use:
Acct #:
Date:
File:
Letter:
References:

**STATE OF OHIO
BLANKET CERTIFICATE OF EXEMPTION**

The undersigned hereby claims exemption on purchases of tangible property from:

*****Buchy Food Service*****

On or after the date of _____, and certifies that this claim is based upon the purchasers proposed use of the items being purchased, the activity of the purchaser, or both, as shown herein:

A sale to a governmental body, agency, instrumentality, or political sub-division of the United States government or the State of Ohio or its municipalities.

A Sale:

To A Church.

To an organization, Not-For Profit, operated exclusively for charitable purposes, in this state.

For Resale in the form in which the same is or is to be received.

A sale to a person licensed to conduct a food service operation per section 3732.03 of the Ohio Revised Code, of tangible personal property primarily used directly:

A. To prepare food for human consumption for sale, or

B. To preserve food which has been or will be prepared for human consumption for sale, or

C. To clean tangible personal property used to prepare or serve food for human consumption for sale.

A sale of packages or of materials and parts therefore, or of machinery, equipment, and materials for use in packaging personal property produced for sale or sold at retail to a person engaged in making retail sales.

A sale to the holder of an Ohio Direct Pay Permit. Permit number: _____.

This certificate shall continue in force until revoked and shall be considered a part of each order given to the above named vendor unless the order specifies otherwise.

Business Name: _____ By: _____

Purchaser Activity: _____ Title: _____
(Restaurant, School, Church, Etc.)

Purchaser Address: _____ Date: _____
(Must be within 30 days of date entered above)

(City, State, Zip) Vendor's License: _____
(If any)