

Account Name: _____

Sales Rep: _____

Date Submitted: _____

Cust. # Given: _____



Cara Donna

Cara Donna Provision Co., Inc.

200 Commerce Drive, Braintree, MA 02184
Phone 781-794-3030 Fax 781-794-1616

APPLICATION FOR CREDIT



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CREDIT APPLICATION

Trade Name, DBA: _____ Corporate Name _____

Contact (manager, purchasing agent, etc.) _____

Billing Address _____

City _____ State _____ Zip _____

Telephone _____ Cell Number _____

Accts. Payable Contact _____ Telephone (if different) _____

Type of Business:

City _____ State _____ Zip _____ Telephone _____

Individual Partnership Corporation—If Corp., what state _____ Corp. Fed. Tax # _____

In Business Since _____

Information on Owners, Partners, or Corporate Officers HOME INFORMATION ONLY

NAME	STREET	CITY	STATE	ZIP	SSN	HOME PHONE NO.
1.) _____	_____	_____	_____	_____	_____	_____
2.) _____	_____	_____	_____	_____	_____	_____
3.) _____	_____	_____	_____	_____	_____	_____

1. Trade References (preferably other Food Vendors)

Name: _____ Address: _____ City/State/Zip _____ Phone # _____ Account # _____ Terms _____	Name: _____ Address: _____ City/State/Zip _____ Phone # _____ Account # _____ Terms _____
Name: _____ Address: _____ City/State/Zip _____ Phone # _____ Account # _____ Terms _____	Name: _____ Address: _____ City/State/Zip _____ Phone # _____ Account # _____ Terms _____

For Office Use Only

Date Approved:

Credit Limit:

Terms Given:

Approved By:

2. Bank Information:	Bank Information:
Name: _____	Name: _____
Address _____	Address _____
City/State/Zip _____	City/State/Zip _____
Type Acct: Checking _____ Savings _____ Loans _____	Type Acct: Checking _____ Savings _____ Loans _____
Account # _____	Account # _____
Officer _____	Officer _____
Phone # _____	Phone # _____
For Office Use Only	For Office Use Only

UCC

In accepting merchandise and credit, Purchaser shall be bound by all the current terms and conditions, including discounts currently in effect at date of sale. Purchaser agrees to pay interest at the rate of 1 1/2% per month (18% year) on all balances past due 30 days or more. Credit and return shipment of merchandise are subject to written approval of Cara Donna Provisions, Inc. Purchaser hereby grants to Cara Donna Provisions, Inc. (hereinafter referred to as "secured party") a security interest in the following property: the Purchaser's inventory now owned as well as any and all hereafter acquired inventory, whether acquired from secured party or otherwise, and in the proceeds of such inventory (hereinafter called "collateral"), to secure the payment and performance of the indebtedness and obligations incurred through this credit agreement, both past and present (hereinafter called the "obligation"). Inventory shall mean the goods, merchandise and other personal property held for sale or lease or being processed for sale or lease in purchaser's business. As now or hereafter conducted. Purchaser may sell its inventory in the ordinary course of business, and this security interest shall continue in the proceeds of such sales or other dispositions. Default in the payment or performance of any of the obligations due in secured party is a default under this security agreement. Upon any such default the secured party shall be entitled to exercise all of the rights and remedies of a secured party under the Uniform Commercial Code. Reasonable attorney fees of the secured party in enforcing any right or exercising any remedy hereunder upon default of the debtor shall be deemed a part of the obligations secured hereby. This agreement shall be governed by the laws of the Commonwealth of Massachusetts.

Desired Terms/Line of Credit _____

This is your authorization to release the information requested to **Cara Donna Provision Co., Inc.**

(Name and Title)

Signed _____ Date _____
(AUTHORIZED SIGNATURE ONLY)

TERMS AGREEMENT

The undersigned ("Purchaser") agrees that all purchases made by Purchaser from Cara Donna Provision Co., Inc. or any of its subsidiaries and affiliated entities ("Seller") are subject to the following terms and conditions.

1. All amounts due for goods and services purchased from Seller are payable at the Seller's distribution facility from which the goods and services are delivered. Purchaser acknowledges that such amounts are not payable in installments, but are payable in full as stated herein.
2. All amounts due Seller are payable in accordance with the payment terms granted by Seller's credit department from which the goods and services are delivered. If any amount due Seller is not paid in accordance with such payment terms, a delinquency charge shall be added to the sum due, which charge shall equal the amount obtained by multiplying the delinquent balance by the lesser of (a) one and one-half percent (1½%) per month or (b) the maximum lawful rate permitted to be charged under the applicable state law.
3. Purchaser shall pay Seller a service charge in an amount equal to the greater of \$20.00 or 5% of the check balance for all checks returned by Purchaser's bank; provided, however, that such service charge shall not be due and payable in the event such payments would result in the violation of the usury laws of the applicable jurisdiction.
4. In the event the account is turned over to an attorney or an agency for collection, or suit is brought on same, or the same is collected through any means whatsoever, Purchaser shall pay all reasonable attorney's fees, court costs and collection costs incurred by Seller.
5. Purchaser shall notify Seller by certified mail of any change of ownership of Purchaser. Purchaser warrants to Seller that all financial information furnished for the purpose of obtaining credit is true, correct and complete in all material respects, and Purchaser authorizes Seller to investigate all references furnished pertaining to the credit and financial responsibility of Purchaser.

"PURCHASER"

X _____
(Type or Print Name of Purchaser)

Date

By: _____

Sales Representative

Printed Name _____

Title _____

INDIVIDUAL PERSONAL GUARANTY

I, _____, for an in consideration of your extending credit at my request to _____ (the "Company"), personally guarantee prompt payment of any obligation of the Company to Cara Donna Provision Co., Inc. and each of its subsidiaries and affiliated entities ("Seller"), whether now existing or hereinafter incurred, and I further agree to bind myself to pay on demand any sum which is due by the Company to Seller whenever the Company fails to pay same. It is understood that this guaranty shall be an absolute continuing and irrevocable guaranty for such indebtedness of the Company.

I expressly waive presentment, demand, protest, notice of protest, dishonor, diligence, notice of default or nonpayment, notice of acceptance of this guaranty, notice of the extending of any guaranteed indebtedness already or hereafter contracted for by the Company, notice of any modification or renewal of any credit agreement evidencing the indebtedness hereby guaranteed, notice of any renewal or extension of such indebtedness, and I expressly consent to any modification or renewal of any credit agreement evidencing the indebtedness hereby guaranteed and to all renewals or extensions of such indebtedness. I further waive any right to require Seller to proceed against, or make any effort at collection of the guaranteed indebtedness from the Company or any other party liable for such indebtedness.

If the guaranteed indebtedness is not paid by me when due, and this guaranty is placed in the hands of an attorney for collection, or suit is brought hereon, or it is enforced through any judicial proceeding whatsoever, I shall pay all reasonable attorneys' fees and court costs incurred by Seller.

In the event more than one party executes this Guaranty as a guarantor, then each guarantor agrees to be jointly and severally liable for the guaranteed indebtedness, and in all instances herein, the singular shall be construed to include the plural.

X _____
Guarantor

Address: _____

Date: _____

Witness

X _____
Guarantor

Date: _____

Address: _____

Date: _____