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## C R E D I T   A P P L I C A T I O N

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

Firm's Full Name: \_\_\_\_\_

Business is conducted as:  Corp.  Partnership  Sole Prop  Franchise

Delivery Address: Street \_\_\_\_\_ City \_\_\_\_\_

County \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone: Business (     ) \_\_\_\_\_ Home (     ) \_\_\_\_\_ Fax (     ) \_\_\_\_\_

Billing Address: Street \_\_\_\_\_ City \_\_\_\_\_

County \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Attn \_\_\_\_\_

E-mail address: \_\_\_\_\_ Website address: \_\_\_\_\_

Type of Business: \_\_\_\_\_ Date Business Established: \_\_\_\_\_

Is Business Property:  Owned  Rented  Leased From Have You Ever Been Bankrupt?  Yes  No

Does This Account Need to be Vouchered?  Yes  No

Will you grant permission and accept responsibility for a Ginsberg's Driver to leave an order and sign your invoice in the event there is not a representative of your company present at the time of delivery?

Yes  No If yes, provide signature: \_\_\_\_\_

### Principal's/Owner's Information:

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

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

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

Home Telephone: (     ) \_\_\_\_\_ Home Telephone: (     ) \_\_\_\_\_

Social Security: \_\_\_\_\_ - \_\_\_\_\_ Social Security: \_\_\_\_\_ - \_\_\_\_\_

### Trade Reference: (Do Not use Beer/Liquor Distributors)

Meat Supplier: \_\_\_\_\_ Phone: (     ) \_\_\_\_\_

Grocery Supplier: \_\_\_\_\_ Phone: (     ) \_\_\_\_\_

Other: \_\_\_\_\_ Phone: (     ) \_\_\_\_\_

### Bank References:

Checking Account #: \_\_\_\_\_ Bank \_\_\_\_\_ City \_\_\_\_\_ Phone (     ) \_\_\_\_\_

Savings Account #: \_\_\_\_\_ Bank \_\_\_\_\_ City \_\_\_\_\_ Phone (     ) \_\_\_\_\_

### Person Completing Application on Behalf of Applicant:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_

#### Office Use

Bracket \_\_\_\_\_ Bid: Yes  No  Bid # \_\_\_\_\_ Sales Person \_\_\_\_\_

C.O.D. \_\_\_\_\_ C.O.D. Optional \_\_\_\_\_ Weekly \_\_\_\_\_ Bi-Weekly \_\_\_\_\_ Monthly \_\_\_\_\_

## CREDIT AGREEMENT AND CONTINUING PERSONAL GUARANTEE

In consideration of the extension of Credit by Ginsberg's Institutional Foods, Inc. to the applicant identified above and its successors and or assign, the undersigned warrants and represents that the statements made and the information provided herein are complete, correct, and true with the intent that strict reliance be placed thereon in extending and continuing credit to the above applicant. The applicant and the undersigned authorize Ginsberg's Institutional Foods, Inc. to investigate all references furnished to obtain credit, including obtaining credit reports on the applicant and the undersigned, and indemnify Ginsberg's Institutional Foods, Inc. and any credit reporting agency from any liability resulting from their credit survey. It is also acknowledged that account receivable information may be reported by Ginsberg's Institutional Foods, Inc. to various consumer and commercial credit agencies.

In order to further induce Ginsberg's Institutional Foods, Inc. to sell merchandise on credit, the undersigned personally, jointly and/or severally guarantees the full and prompt payment of any indebtedness now existing or hereinafter incurred of the applicant to Ginsberg's Institutional Foods, Inc. including finance/late charges in the amount of 1.5% per month. In the event of a default in payment, the undersigned personally, jointly, and/or severally guarantees to liable for all responsible collection costs, expenses, and attorney's fees incurred by Ginsberg's Institutional Foods, Inc. In the event of non-payment by the applicant, the liability of the undersigned shall be primary, and if more than one person or entity signs this agreement, shall be joint and several, without prior presentment, demand, protest or notice and without proceeding against the applicant first. This guarantee shall cover all sales whether or not the terms requested are COD. The use of corporate titles shall not limit the personal liability of the undersigned.

This agreement is intended to cover a continuing account or accounts by the applicant and will remain in force and effect until 14 days after withdrawal in writing sent by registered mail, return receipt requested and received by Ginsberg's Institutional Foods, Inc. and effect with respect to all sums of money that are due and that become due from the applicant as a result of transactions due and including the date 14 days after said withdrawal is received. No rights against the applicant or the undersigned are deemed waived by failure to exercise any rights against the applicant upon its default. The undersigned agrees to notify Ginsberg's Institutional Foods, Inc. of any change in ownership or address of the applicant. The incorporation, merger, reorganization or sale of the applicant shall not operate as a termination of this guarantee.

Execution of this instrument constitutes a personal guarantee on my/our parts and there are no legal impediments to my signing this personal guarantee and accepting the obligations hereof.

Print Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Witness \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_