



ACCOUNT # _____

P.O. BOX 2365, 1630 NO. OCEAN AVENUE
HOLTSVILLE, LONG ISLAND, NY 11742-0911

CREDIT CONTRACT AND GUARANTY FORM

SHIP TO

CORPORATE NAME

DBA - TRADE NAME

ADDRESS

CITY, STATE, ZIP

PHONE NO. (AREA CODE)

FAX

BILL TO

NAME

ADDRESS

CITY, STATE, ZIP

PHONE NO. (AREA CODE)

EMAIL ADDRESS

FEDERAL TAX ID #

A/P CONTACT & PHONE NO.

CHECK ONE CORPORATION PARTNERSHIP SOLE PROPRIETORSHIP

Do you Own or Lease your location? Years in business (this location) _____

Type of business _____ Liquor Auth. License # _____ State _____

PLEASE COMPLETE THE FOLLOWING (Please Print:)

Name of owners, partners, or officers (Please list title). Attach additional sheet if applicable

NAME _____ TITLE _____ HOME PHONE _____

HOME ADDRESS _____ CITY _____ STATE _____ ZIP CODE _____

NAME _____ TITLE _____ HOME PHONE _____

HOME ADDRESS _____ CITY _____ STATE _____ ZIP CODE _____

BUSINESS BANK ACCOUNT:

NAME OF BANK _____ BRANCH _____

ACCOUNT NUMBER _____ PHONE NUMBER _____

We hereby make application for credit to DiCarlo Distributors Inc., or by any of its divisions. If credit is granted, we agree to pay all bills within the stated terms of sale. We agree to pay a service charge of \$40.00 for any checks returned from our bank unpaid for any reason. Additionally, we understand that a service charge will be assessed at 1.5% per month which is an annual percentage rate of 18% on the accounts past due. Should legal action be taken to secure payment for merchandise received, we will be liable for all expenses, including reasonable attorney fees, incurred by DiCarlo Distributors Inc. We agree not to transfer or assign this agreement without prior written consent of DiCarlo Distributors, Inc. Written notification is required for any impending sale of the business, change in composition and/or change of proprietors, partners or officers. Said notification must be directed to our credit manager. This information is given in confidence for the sole purpose of establishing an account with DiCarlo Distributors Inc. Authorization is hereby given to make inquiry of all my/our trade and financial references. The undersigned hereby authorize(s) DiCarlo Distributors Inc. to utilize a consumer credit report on the undersigned from time to time in connection with the extension or continuation of the business credit represented by this credit application. The undersigned as (an) individual(s) hereby knowingly consent to the use of such credit report consent consistent with the Federal Fair Credit Reporting Act as contained in 15 U.S.C @ 1681 et seq. The undersigned agrees that this Agreement shall be governed by the laws of the State of New York and any dispute regarding this Agreement shall be exclusively venued in the Supreme Court of the State of New York, Suffolk County or the District Court of the County of Suffolk, State of New York and the parties hereby submit to the sole and exclusive jurisdiction of such courts in connection with any such action or proceeding.

Date _____

Corporate Name

Signature by _____

Please Print _____

The undersigned unconditionally, jointly and severally guarantee(s) payment to DiCarlo Distributors, Inc. including any and all service charges, collection costs and attorney's fees incurred as specified above, without prior notice or demand for all amounts heretofore or hereafter owned to DiCarlo including renewals and extensions of credit granted. This guarantee will cover all sales whether or not the terms requested are C.O.D. The undersigned hereby consent(s) to DiCarlo Distributors Inc. use of a non-business consumer credit report on the undersigned as principal(s), proprietor(s) and/or guarantor(s) in connection with the extension of business credit as contemplated by this credit application. The undersigned hereby authorize(s) DiCarlo Distributors Inc. to utilize a consumer credit report on the undersigned from time to time in connection with the extension or continuation of the business credit represented by this credit application. The undersigned as (an) individual(s) hereby knowingly consent to the use of such credit report consent consistent with the Federal Fair Credit Reporting Act as contained in 15 U.S.C @ 1681 et seq. The undersigned agrees that this Guaranty shall be governed by the laws of the State of New York and any dispute regarding this Agreement shall be exclusively venued in the Supreme Court of the State of New York, Suffolk County or the District Court of the County of Suffolk, State of New York and the parties hereby submit to the sole and exclusive jurisdiction of such courts in connection with any such action or proceeding.

SIGNATURE

SIGNATURE

Home Address

Home Address

Phone

Phone

Social Security #

Social Security #

DiCarlo Rep. or Notary

DiCarlo Rep. or Notary

TRADE REFERENCES

PLEASE LIST THREE (3) MAIN FOOD SUPPLIERS: ADDRESSES & TELEPHONE NUMBERS REQUIRED
MUST HAVE ALL INFORMATION COMPLETED * BEER & LIQUOR SUPPLIERS NOT ACCEPTABLE *

(1) _____ A/C# _____
ADDRESS _____
CITY _____ STATE _____ ZIP CODE _____
PHONE _____ CONTACT _____

(2) _____ A/C# _____
ADDRESS _____
CITY _____ STATE _____ ZIP CODE _____
PHONE _____ CONTACT _____

(3) _____ A/C# _____
ADDRESS _____
CITY _____ STATE _____ ZIP CODE _____
PHONE _____ CONTACT _____

FOR OFFICE & SALES REP USE ONLY

APPLICATION APPROVED: By: _____ Date: _____

Terms: _____

APPLICATION DECLINED: By: _____ Date: _____

Reason: _____

Terms Requested: _____ Customer Class: _____

Zone: _____

Sales Rep: _____ Sales Rep No.: _____

SALES TAX EXEMPTION CERTIFICATE

The undersigned purchaser hereby certifies that the following products purchased from DiCarlo Distributors, Inc. are for wholesale, resale or ingredients and/or component of a new product to be resold in the normal course of our business. General description of products purchased from DiCarlo Distributors, Inc. that are exempt from tax:

_____ Total Purchases
Except _____

_____ Edible Resale Products (i.e. Cheese, Dressing, P.C.)
Except _____

_____ Non-Edible Resale Products (i.e. Paper Plates, Cups, Napkins)
Except _____

_____ Equipment & Supplies- Used in House (i.e. Table Covers, Soap, Tissue, Towels)
Except _____

_____ None

I further certify that if any property so purchased tax free is used or consumed by the firm as to make it subject to Sales or Use Tax, we will pay the tax due direct to the proper taxing authority when state law provides or informs DiCarlo Distributors, Inc. for added tax billing. This certificate shall be part of each order which we may hereafter give you, unless otherwise specified and shall be valid until canceled by us in writing or revoked by the city, state or other taxing authority.

City or State _____ Signature _____

Re-sale Tax I.D. # _____ Title _____

State Sales Tax Code _____