



ACCOUNT # _____

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

CREDIT CONTRACT AND GUARANTY FORM

SHIP TO

BILL TO

CORPORATE NAME

NAME

DBA - TRADE NAME

ADDRESS

ADDRESS

CITY, STATE, ZIP

CITY, STATE, ZIP

PHONE NO. (AREA CODE)

PHONE NO. (AREA CODE)

EMAIL ADDRESS

FAX

WEBSITE

FEDERAL TAX ID #

A/P CONTACT & PHONE NO. EMAIL ADDRESS

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 ADDRESS _____ CITY _____ STATE _____ ZIP CODE _____

HOME PHONE _____ MOBILE PHONE _____

NAME _____ TITLE _____

HOME ADDRESS _____ CITY _____ STATE _____ ZIP CODE _____

HOME PHONE _____ MOBILE PHONE _____

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

Home Address

Home Phone

Mobile Phone

Social Security #

DiCarlo Rep. or Notary

SIGNATURE

Home Address

Home Phone

Mobile Phone

Social Security #

DiCarlo Rep. or Notary

TRADE REFERENCES

**PLEASE LIST THREE (3) MAIN FOOD SUPPLIERS: ADDRESSES & TELEPHONE NUMBERS REQUIRED
MUST HAVE ALL INFORMATION COMPLETED**

*** NOT ACCEPTABLE - BEER & LIQUOR SUPPLIERS, RESTAURANT DEPOT OR BOARS HEAD ***

(1) _____ A/C# _____

COMPANY ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

COMPANY PHONE _____ COMPANY WEBSITE _____

A/R CONTACT _____ A/R CONTACT EMAIL _____

(2) _____ A/C# _____

COMPANY ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

COMPANY PHONE _____ COMPANY WEBSITE _____

A/R CONTACT _____ A/R CONTACT EMAIL _____

(3) _____ A/C# _____

COMPANY ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

COMPANY PHONE _____ COMPANY WEBSITE _____

A/R CONTACT _____ A/R CONTACT EMAIL _____

FOR OFFICE & SALES REP USE ONLY

APPLICATION APPROVED: By: _____ Date: _____

Terms: _____

APPLICATION DECLINED: By: _____ Date: _____

Reason: _____

Terms Requested: _____ Credit Limit: _____ Customer Class: _____

Price Zone: _____

Sales Rep: _____ Sales Rep No.: _____

BUSINESS NAME

LOCATION:

ACH AUTHORIZATION FORM

I, _____, AUTHORIZE DICARLO DISTRIBUTORS INC. TO INITIATE WITHDRAWALS FROM MY ACCOUNT AT THE FINANCIAL INSTITUTION NAMED IN THIS APPLICATION FOR PAYMENT OF MY INVOICES ON THE ACCOUNTS LISTED BELOW. THIS AUTHORIZATION WILL REMAIN VALID UNTIL EITHER MY FINANCIAL INSTITUTION OR I REVOKE IT.

I CAN SUSPEND PAYMENT(S) BY NOTIFYING DICARLO DISTRIBUTORS PRIOR TO 3:00p.m. THREE DAYS PRIOR TO THE DAY THE PAYMENT IS SCHEDULED TO BE DEDUCTED FROM MY ACCOUNT. I UNDERSTAND THAT MORE THAN TWO SUSPENSIONS IN A SIX MONTH PERIOD OF TIME WILL RESULT IN CANCELLATION OF MY PARTICIPATION IN THE DIRECT PAYMENT PROGRAM.

I UNDERSTAND THAT THE DIRECT PAYMENT PROGRAM IS AN ALTERNATIVE METHOD OF PAYMENT ONLY AND DOES NOT OTHERWISE AFFECT MY RIGHTS OR THE RIGHTS OF DICARLO DISTRIBUTORS INC. OR MY FINANCIAL INSTITUTION WITH RESPECT TO EACH OTHER. I FURTHER UNDERSTAND THAT DICARLO DISTRIBUTORS INC. AND MY FINANCIAL INSTITUTION RESERVE THE RIGHT TO TERMINATE THE DIRECT PAYMENT PLAN AND/OR MY PARTICIPATION IN IT. IF I WISH TO DISCONTINUE MY PARTICIPATION IN THE DIRECT PAYMENT PLAN, I MAY DO SO BY NOTIFYING DICARLO DISTRIBUTORS INC. IN WRITING.

FINANCIAL INSTITUTION:

BUSINESS ACCOUNT TITLE:

ABA (ROUTING) NUMBER:

ACCOUNT NUMBER:

**AUTHORIZED ACCOUNT HOLDER SIGNATURE
PRINT NAME:**

DATE

E-MAIL:

FAX NO.