



TOMOE FOOD SERVICES, INC.

Hunts Point Coop-Market, 355 Food Center Drive, Building E 15, Room-105 Bronx, NY 10474
P. (718) 328-1129 | F. (718) 328-1130 | E. info@tomoeofoodnyc.com

CREDIT APPLICATION

Instructions: Please print or type. The party signing must either be an officer, partner, or owner of your organization. Your answers to all questions will enable us to expedite your application.

BUSINESS INFORMATION (BILL TO):

Business Name _____

(DBA) Trade Name _____ Telephone Number _____

Address _____

City, State, Zip _____ Fax Number _____

E-mail _____

DELIVERY INFORMATION (SHIP TO):

Address _____

City, State, Zip _____

Accounts Payable Contact _____

Telephone Number _____

E-mail _____

Do you have any other companies? If so _____

Business Name _____ Address _____

BUSINESS DETAILS:

Proprietorship Partnership Corporation LLC Franchise of _____

New owner? **Yes**, Purchase Date _____

No, Length of Time in Business _____ Previous Business Name _____

Building/Facilities Owned Leased Rented

Mortgage/Holder Name _____

Lessor/Renter _____

Equipment Owned Leased Lessor Name _____

Please give full name and home address of all owners, partners, or corporate officers:

Full Name	Title	Home Address	Phone #	Social Security #	Driver's License #
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

BANKING INFORMATION:

Bank Name _____ Account # _____ Branch _____

Telephone _____ Contact Person _____

TAX ID NUMBER (Required to obtain bank information) _____

CREDIT/FOOD TRADE REFERENCES:

Company Name	Email	Address	Phone #
_____	_____	_____	_____
_____	_____	_____	_____



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CREDIT APPLICATION TERMS AND CONDITIONS

Parties hereby agree that all purchases made are subject to the following terms and conditions:

1. The undersigned purchaser hereby agrees that all amounts due for goods and services purchased from TOMOE FOOD SERVICES, INC. are payable to PO Box. 405, Harrison, NY 10528.
2. The undersigned purchaser agrees that all amounts due to TOMOE FOOD SERVICES, INC. are payable within agreed upon terms unless authorized in writing. If any amount due to TOMOE FOOD SERVICES, INC. is not paid within said period, a delinquency charge of 1.5% on a monthly basis shall be added to the sum due.
3. The undersigned purchaser agrees to pay, in the event the account becomes delinquent and is turned over to an attorney for collection, attorney’s fees equal to 33 1/3% of the balance due plus all collection costs.
4. The undersigned agrees to notify TOMOE FOOD SERVICES, INC. by certified mail of any pending change of ownership of the Customer and further agrees to be liable for all purchases should the undersigned fail to comply with said notification. In the event that this guaranty is executed by more than one person, then in such event the liabilities and obligations of the undersigned hereunder shall be joint and several and the relative words herein shall be read as if written in the plural.
5. The parties hereby acknowledge that the goods/and or services purchased from TOMOE FOOD SERVICES, INC. are not payable in installments, but are payable in full as stated herein.
6. We hereby authorize TOMOE FOOD SERVICES, INC. to contact the references listed pertaining to my/our credit and financial responsibility.

Name (Print or Type)	Title
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Signature	Date
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INDIVIDUAL PERSONAL GUARANTY

The undersigned, for and in consideration of your extending credit to _____ (the “Company”), personally guarantee prompt payment of any obligation of the company to TOMOE FOOD SERVICES, INC. and to each of its subsidiaries and affiliated entities (“Seller”), whether now existing or hereinafter incurred. And I/we further agree to bind myself/ourselves to pay on demand any sum which is due by the Company to Seller whenever Company fails to pay the same. It is understood that this Guaranty shall be absolute, continuing and irrevocable for such indebtedness of the Company until terminated in writing by me/us.

I/we 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 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 all renewals or extensions of such indebtedness. I/we 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/us when due, and this Guaranty is placed in the hands of an attorney for collection, or suit is brought hereon, or is enforced through any other judicial proceeding whatsoever, I/we shall pay all reasonable court fees, collection fees, including attorney fees, and total balance due, inclusive of service charges.

In the event more than one party executes the Guaranty and 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.

I/we hereby authorize the Company to request and obtain personal credit information from any trade, bank, or financial references for the sole purpose of credit approval.

Signature of WITNESS	Date	Signature of GUARANTOR	Date
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BANK CREDIT REFERENCE FORM

TO BE FILLED BY THE CUSTOMER

Date

To

Dear Bank Officer,

We are authorizing the bank to release information about our accounts, outstanding credit line, and payment history to TOMOE FOOD SERVICES, INC., to be used solely to establish an account and a credit line. This information is to be kept in strict confidence.

Company Name

Name (Print or Type)

Title

Signature

Date

Bank Account Holder Name

Bank Account #

TO BE FILLED BY THE BANK

Dear Sir/Madam,

The above customer is applying for a credit line with our company and has given your Bank as reference. Kindly provide us with the following information. Please send this form back to us at email info@tomoeofoodnyc.com. Should you have any questions please call us at telephone number (718) 328-1129.

DATE ACCOUNT OPENED

AVE. BALANCE MAINTAINED

LINE OF CREDIT (IF ANY)

CREDIT LIMIT

LOAN AMOUNT

(TIMELY PAYMENT OF LOAN PRINCIPAL AND INTEREST)

NSF CHECKS

COMMENTS

WE ASSURE YOU THAT THIS INFORMATION WILL BE KEPT STRICTLY CONFIDENTIAL. Your immediate reply will be very much appreciated.

Sincerely,

TOMOE FOOD SERVICES, INC.