



# **Customer Account Application and Credit Agreement**

**5561 Grayson Road P.O. Box 4055**

**Harrisburg, PA 17111**

**717.564.4636**

**FEESER'S, INC. t/d/b/a FEESER'S FOOD DISTRIBUTORS ("FEESER'S")  
ACCOUNT APPLICATION and CREDIT AGREEMENT (the "Agreement")**

Salesperson \_\_\_\_\_

Date of Application \_\_\_\_\_

<b>OFFICE USE ONLY</b>	
Terms _____	_____
Approved _____	_____
Date _____	_____

TRADING NAME OF BUSINESS \_\_\_\_\_

PHONE \_\_\_\_\_

DELIVERY STREET ADDRESS \_\_\_\_\_

CITY, COUNTY, STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

TYPE OF BUSINESS \_\_\_\_\_ DATE OF OWNERSHIP \_\_\_\_\_

HOURS & DAYS OF OPERATION: OPEN \_\_\_\_\_ TO \_\_\_\_\_ CLOSE S M T W H F S

TYPE OF ENTITY:  CORPORATION  LLC  PARTNERSHIP  SOLE PROPRIETORSHIP

LEGAL NAME OF ENTITY \_\_\_\_\_ EIN \_\_\_\_\_

BILLING ADDRESS OF ENTITY \_\_\_\_\_

CITY, STATE, ZIP CODE \_\_\_\_\_ PHONE \_\_\_\_\_

EMAIL \_\_\_\_\_ WEBSITE \_\_\_\_\_

LIST ALL CORPORATE OFFICERS, MEMBERS, PARTNERS, OR SOLE PROPRIETORS

NAME	ADDRESS	PHONE
NAME	ADDRESS	PHONE
NAME	ADDRESS	PHONE

**APPLICANT REFERENCE INFORMATION**

BANK NAME \_\_\_\_\_ BRANCH LOCATION & PHONE \_\_\_\_\_

NAME ON ACCOUNT \_\_\_\_\_ CHECKING ACCOUNT # \_\_\_\_\_

LOAN ACCOUNT # \_\_\_\_\_

**BUSINESS CREDIT REFERENCES**

1	NAME	ADDRESS	PHONE
2	NAME	ADDRESS	PHONE
3	NAME	ADDRESS	PHONE

**ACCOUNT APPLICATION AND CREDIT AGREEMENT ADDITIONAL TERMS & CONDITIONS**

**THE FOLLOWING TERMS AND CONDITIONS APPLY TO THIS AGREEMENT**

1. **Feeser's Invoices Incorporated** - All purchases by Applicant of goods or services from Feeser's will be made in accordance with the terms and conditions of this Agreement and any invoices, statements, or other documents generated by Feeser's evidencing Applicant's obligations to Feeser's, all of which are incorporated into this Agreement.
  
2. **Product Conformity** - Applicant expressly agrees that Feeser's shall have no responsibility for any product non-conformity with regard to quantity, quality, or price, unless so noted on the original delivery receipt at the time of delivery, or unless Applicant specifically notifies Feeser's in writing of the nonconformity within three (3) calendar days of delivery by certified mail return receipt requested. Product returns are subject to a fifteen (15) percent restocking fee. Feeser's sole obligation with respect to any product is limited to replacing any defective goods.
  
3. **Agreement Terms Control** - Except as to quantity of goods ordered, no terms and conditions set forth in any purchase order or other form of Applicant will apply to sales from Feeser's to Applicant, and the terms of this Agreement will control the relationship between the Applicant and Feeser's.
  
4. **Returned Checks** - Applicant shall pay Feeser's a service charge in an amount equal to \$25.00 for each occurrence of a non-honored check.
  
5. **Notice of Material Changes** - Applicant agrees to provide Feeser's with written notice within 10 days of any material change in the information provided in this Agreement, including, but not limited to, change of ownership of Applicant and change of address or telephone number of Applicant or of any Guarantor.
  
6. **Authorization for Release of Applicant Credit Information** - Applicant hereby authorizes the bank and business credit references listed in this Agreement to release account and credit information to Feeser's. Applicant authorizes Feeser's to contact Applicant's bank and business credit references to obtain account information and credit history and further authorizes release of this information to Feeser's.
  
7. **Default, Interest, Legal Fees, Jurisdiction and Venue** - It is hereby agreed that this Agreement is a transaction entered into and accepted by the parties herein at the office of Feeser's, Inc., Harrisburg, Dauphin County, Pennsylvania. This Agreement shall be governed by and interpreted under the laws of the Commonwealth of Pennsylvania. Applicant agrees that if it does not pay any amount owed to Feeser's when it is due, it shall be an event of default under this Agreement and Feeser's may bring an action in the Court of Common Pleas of Dauphin County, Pennsylvania to collect any amounts owed to Feeser's with regard to sales made to Applicant. Feeser's shall also be entitled to collect from Applicant interest at the rate of 18% per annum on any overdue amount and, further, to collect all costs and expenses incurred by Feeser's in recovering any overdue balance owed, including court costs and reasonable attorney's fees.
  
8. **CONFESSION OF JUDGMENT.** APPLICANT AUTHORIZES AND EMPOWERS THE PROTHONOTARY OR ANY ATTORNEY OF ANY COURT OF RECORD WITHIN THE UNITED STATES, UPON THE OCCURRENCE OF ANY EVENT OF DEFAULT UNDER THIS AGREEMENT, TO APPEAR FOR AND CONFESS JUDGMENT AGAINST APPLICANT IN FAVOR OF FEESER'S, INC. FOR ALL INDEBTEDNESS OWED WHETHER BY ACCELERATION OR OTHERWISE INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS OF SUIT, WITH OR WITHOUT DECLARATION, WITH RELEASE OF ALL ERRORS, AND WITHOUT STAY OF EXECUTION. THE AUTHORITY AND POWER TO APPEAR FOR AND ENTER JUDGMENT AGAINST THE APPLICANT WILL NOT BE EXHAUSTED BY ANY SINGLE EXERCISE OF THE AUTHORIZED POWER, AND THE SAME MAY BE EXERCISED FROM TIME TO TIME AS OFTEN AS FEESER'S DEEMS NECESSARY OR DESIRABLE; AND THIS INSTRUMENT WILL BE A SUFFICIENT WARRANT.

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Initials

Applicant acknowledges and agrees that: the preceding paragraph contains a warrant of attorney to confess judgment which means that Feeser's can enter judgment against Applicant for all amounts owed without prior notice; the judgment will immediately create a lien on any real estate that Applicant owns in the county in which judgment is entered; any credit being extended by Feeser's under this Agreement is for commercial purposes and not for consumer or household purposes; Applicant has more than \$10,000 annual income; Applicant has read and understands the warrant of attorney and has knowingly, freely, and voluntarily waived its rights and executed this Agreement.

\_\_\_\_\_  
FULL LEGAL BUSINESS OR CORPORATE NAME OF APPLICANT

\_\_\_\_\_  
OWNER OR AUTHORIZED AGENT SIGNATURE

\_\_\_\_\_  
PRINT NAME & TITLE

\_\_\_\_\_  
DATE

**Authorization for Individual Credit Report**

The undersigned is executing this Authorization for Credit Report individually for the purposes of authorizing Feeser's to obtain a consumer credit report from time to time on the undersigned individual through credit and consumer reporting agencies or other sources, in order to further evaluate the creditworthiness of such individual in connection with the credit evaluation process and the proposed extension of business credit to the Applicant. The undersigned, as an individual, hereby knowingly consents to the use of such credit report in accordance with the federal Fair Credit Reporting Act as contained in 15 U.S.C. §1681 et seq., as amended from time to time.

\_\_\_\_\_  
INDIVIDUAL NAME & TITLE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SSN

**Individual Personal Guarantee**

The undersigned, ("Guarantor"), having a financial interest in Applicant, and benefitting from the transactions contemplated by this Agreement, hereby personally guaranties the payment by Applicant to Feeser's, Inc., t/a Feeser's Food Distributions ("Feeser's") of all amounts due and owing now, and from time to time hereafter from Applicant to Feeser's. This a guarantee of payment and not of collection. Guarantor expressly waives notice from Feeser's of its acceptance and reliance on this Guarantee, notice of sales made to Applicant, and notice of default by Applicant. In the event of a default by Applicant on its obligations to Feeser's, Feeser's may proceed directly to enforce the rights hereunder and shall have the right to proceed first against Guarantor, without proceeding with or exhausting any other remedies. Guarantor agrees to pay all fees, costs, and expenses incurred by Feeser's in enforcing its rights under this Guarantee, including reasonable attorneys' fees following any default on the part of Applicant or Guarantor. This Guarantee shall be binding upon Guarantor and Guarantor's heirs, successors, assigns, representatives, and survivors, and shall inure to the benefit of Feeser's and its affiliates and may be assigned by Feeser's without notice to Guarantor. This Guarantee shall be governed by and interpreted under the laws of the Commonwealth of Pennsylvania. Guarantor agrees that in the event of default, Feeser's may bring an action against Guarantor in the Court of Common Pleas of Dauphin County, Pennsylvania to collect any amount owed to Feeser's with regard to sales made to Applicant and Guarantor consents to jurisdiction and venue in Dauphin County, Pennsylvania. If executed by more than one, the obligations of Guarantor shall be joint and several and all references to the singular shall be deemed in the plural.

\_\_\_\_\_  
INDIVIDUAL GUARANTOR NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
INDIVIDUAL GUARANTOR NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE