



Account Application

KEITH EZ PAY

KEITH PAY

KEITH NET.

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» FOODSERVICE DISTRIBUTORS «

www.benekeith.com
www.bekequipment.com
www.winmeat.com

For Delivery information

Date _____
Account # _____
Salesman name & # _____
SIC Code _____

Hidalgo County Sheriff's Office

LEGAL NAME OF PURCHASER

BUSINESS OR DBA NAME

711 El Cibolo Road

ADDRESS

ADDRESS

P.O. Box 1228

ADDRESS

ADDRESS

Edinburg, Texas 78541

CITY, STATE, ZIP

CITY, STATE, ZIP

956-383-8114

PHONE NO

PHONE NO

Your History

Proprietorship Partnership Corporation Limited Liability Non-Profit

Franchise of ***Government Entity***

Federal ID # **74-6000717**

Duns (D & B) # **103110834**

Length of time under your ownership _____

Previous Business Name or Employment

NAME

ADDRESS

CITY

STATE

ZIP

Location History

If Owned, But Mortgaged,

If Leasing Building,

If Leasing Equipment,

NAME OF MORTGAGOR

NAME OF LESSORS

NAME OF LESSORS

ADDRESS

ADDRESS

ADDRESS

ADDRESS

ADDRESS

ADDRESS

CITY, STATE, ZIP

CITY, STATE, ZIP

CITY, STATE, ZIP

PHONE NO

PHONE NO

PHONE NO

MONTHLY PAYMENT

MONTHLY PAYMENT

MONTHLY PAYMENT

Does Purchaser Own Premises

Yes No

Your Key Contact People

Account Payable Contact:

Name

Silvia Lozano

Phone Number

956-393-6023

Fax Number

956-393-6027

E-mail Address

silvia.lozano@hidalgo.org

Statements:

Would you like to receive a statement? Yes No

If yes, what method would you prefer?

Sales Representative to Deliver

E-Mail

E-mail Address **silvia.lozano@hidalgo.org**

Fax

Fax Number _____

Financial Partners

| | | | |
|----------------------|---------|---------------------|--------------|
| BANK NAME | PHONE # | FAX # | BANK OFFICER |
| ADDRESS | | | |
| STATE, ZIP | | | CITY, |
| CHECKING ACCOUNT NO. | | SAVINGS ACCOUNT NO. | |

| | | | |
|----------------------|---------|---------------------|--------------|
| BANK NAME | PHONE # | FAX # | BANK OFFICER |
| ADDRESS | | | |
| STATE, ZIP | | | CITY, |
| CHECKING ACCOUNT NO. | | SAVINGS ACCOUNT NO. | |

Partners in Business

TRADE REFERENCES (Preferably food distributors. If new business, please provide businesses with an established credit history.)

| NAME | CITY/STATE | ACCOUNT # | FAX # | E-MAIL | PHONE # |
|------------------------------|--------------------------|---------------|---------------------|--------|---------------------|
| 1 Borden Dairy Co. | Dallas, Tx | 402559 | 512-389-6172 | | 800-432-4797 |
| 2 Buster Lind Produce | Edinburg, Tx. | 4561 | 956-383-3934 | | 956-383-1665 |
| 3 Cano Produce | Harlingen, Tx. | 172219 | 956-425-5462 | | 800-299-2266 |
| 4 Farmer Bros. Co. | McAllen, Tx. | 11827 | | | 956-631-4471 |
| 5 Shaver Food, LLC | Fayetteville, Ar. | 201839 | 479-582-3578 | | 479-442-6346 |

Principals in your Business

Complete the following for each Individual Proprietor, Partner, Manager, Corporate Officer, and Shareholder (If all shares are owned by 5 or less persons.) Use additional sheets, if necessary.

| | | |
|-------------------------|-------------------------|-------------------------|
| NAME AND TITLE | NAME AND TITLE | NAME AND TITLE |
| HOME ADDRESS | HOME ADDRESS | HOME ADDRESS |
| CITY, STATE, ZIP | CITY, STATE, ZIP | CITY, STATE, ZIP |
| SOCIAL SECURITY NO. | SOCIAL SECURITY NO. | SOCIAL SECURITY NO. |
| DRIVER'S LICENSE NO. | DRIVER'S LICENSE NO. | DRIVER'S LICENSE NO. |
| PERCENTAGE OF OWNERSHIP | PERCENTAGE OF OWNERSHIP | PERCENTAGE OF OWNERSHIP |

| | |
|-------------------------|-------------------------|
| NAME AND TITLE | NAME AND TITLE |
| HOME ADDRESS | HOME ADDRESS |
| CITY, STATE, ZIP | CITY, STATE, ZIP |
| SOCIAL SECURITY NO. | SOCIAL SECURITY NO. |
| DRIVER'S LICENSE NO. | DRIVER'S LICENSE NO. |
| PERCENTAGE OF OWNERSHIP | PERCENTAGE OF OWNERSHIP |

The Federal Equal Credit Opportunity Act (ECOA) prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission.

If this applicant is not approved in full or if any other adverse action is taken within respect to applicant's credit with seller, applicant has the right to request within 60 days of seller's notification of such adverse action, a statement of specific reasons for such action, which statement will be provided within 30 days of such request.

UNIFORM SALES & USE TAX CERTIFICATE MULTI JURISDICTION

The below-listed states have indicated that this form of certificate is acceptable, subject to the notes on pages 2-4. The issuer and the recipient have the responsibility of determining the proper use of this certificate under applicable laws in each state, as these may change from time to time.

Issued to Seller: _____

Address: _____

I certify that:

Name of Firm (Buyer): _____

Address: _____

is engaged as a registered
Wholesaler

- Retailer
- Manufacturer
- Seller (California)
- Lessor (see notes on pages 2-4)
- Other (Specify) _____

and is registered with the below listed states and cities within which your firm would deliver purchases to us and that any such purchases are for wholesale, resale, ingredients or components of a new product or service¹ to be resold, leased, or rented in the normal course of business. We are in the business of wholesaling, retailing, manufacturing, leasing (renting) the following:

Description of Business: _____

General description of tangible property or taxable services to be purchased from the seller: _____

| State | State Registration, Seller's Permit, or ID Number of Purchaser | State | State Registration, Seller's Permit, or ID Number of Purchaser |
|--------------------|--|--------------------|--|
| AL ¹ | _____ | MO ¹⁶ | _____ |
| AR | _____ | NE ¹⁷ | _____ |
| AZ ² | _____ | NV | _____ |
| CA ¹ | _____ | NJ | _____ |
| CO ⁴ | _____ | NM ^{4,18} | _____ |
| CT ³ | _____ | NC ¹⁹ | _____ |
| DC ⁶ | _____ | ND | _____ |
| FL ⁷ | _____ | OH ²⁰ | _____ |
| GA ⁸ | _____ | OK ²¹ | _____ |
| HI ^{1,9} | _____ | PA ²² | _____ |
| ID | _____ | RI ²³ | _____ |
| IL ^{4,10} | _____ | SC | _____ |
| IA | _____ | SD ²⁴ | _____ |
| KS | _____ | TN | _____ |
| KY ¹¹ | _____ | TX ²⁵ | _____ |
| ME ¹² | _____ | UT | _____ |
| MD ¹³ | _____ | VT | _____ |
| MI ¹⁴ | _____ | WA ²⁶ | _____ |
| MN ¹⁵ | _____ | WI ²⁷ | _____ |

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

Under penalties of perjury, I swear or affirm that the information on this form is true and correct as to every material matter.

Authorized Signature: _____

(Owner, Partner or Corporate Officer)

Title: _____

Date: _____

AUTHORIZATION AGREEMENT FOR ELECTRONIC FUNDS TRANSFER

Keith EZ Pay

Keith Pay

This authorization agreement ("Agreement") is between Ben E. Keith Company, "Company," and _____ "Customer," and authorizes Company to initiate debit or credit entries to Customer's bank account and receive such funds in settlement of Customer's obligation with Company. Customer agrees and gives its approval to its bank or financial institution for Company to draft against Customer's account(s), and said bank or financial institution may rely upon executed copy of this Agreement without further authorization from Customer.

Please supply the following Customer Information:

Legal Business Name: _____ DBA: _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Name: _____ Phone: _____ Email: _____
BEK Customer No. _____ FEIN: _____

Please supply the following Customer Banking Information:

Bank Name: _____
Account No.: _____ ABA Routing No.: _____
Address: _____ City: _____ State: _____ Zip: _____

Please attach a VOIDED accounts payable check

AGREEMENT:

Customer represents to Company that the account is and, at all times during the term of this Agreement will be, maintained for business, and not for personal, family or household purposes. This Agreement is to remain in full effect until one party gives written notice of termination to the other party. The terms of this Agreement may only be modified by written agreement.

If Customer believes there has been any error by Company in initiating debit or credit entries to Customer's bank account, Customer agrees to notify Company in writing within fifteen (15) days of the date of the discovery of such error, describing the error in reasonable detail so as to allow Company to identify and correct such error. Customer agrees that any claim by Customer against Company shall in all cases be limited to the recovery of any amounts erroneously withdrawn from Customer's bank account. CUSTOMER HEREBY RELEASES COMPANY FROM, AND IN NO EVENT SHALL COMPANY BE LIABLE FOR NOR SHALL CUSTOMER SEEK, ANY SPECIAL, DIRECT, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING IN ANY WAY FROM OR IN CONNECTION WITH THIS AGREEMENT, THE NEGLIGENCE OF COMPANY, AND/OR ANY ACTIONS OR INACTIONS OF COMPANY HEREUNDER.

This Agreement shall be interpreted in accordance with the laws of Texas without giving effect to conflict of law principles and only Tarrant County, Texas shall be proper venue. The Customer expressly waives all rights to trial by jury regarding any dispute arising under this Agreement. The limitations period to file suit under this Agreement shall be two (2) years from the date the cause of action accrues and shall thereafter be forever barred. Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

By signing this Agreement, the person so signing hereby warrants and represents that the person occupies the position set forth opposite and/or below their name and signature. If Customer is a sole proprietor, any person other than the Customer named herein is hereby appointed as the Customer's attorney-in-fact for the purpose of exercising the powers granted by this Agreement and this power of attorney shall continue to be effective until such power is revoked in writing and delivered to Company.

Authorized Signature of Ben E. Keith Representative

Authorized Signature of Customer Representative

Printed Name and Title

Date

Printed Name and Title

Date

Terms and Conditions

Parties hereby agree that purchases made and extensions of credit are subject to the following terms and condition:

1. All invoices are due and payable without discount on or before expiration of the terms assigned to Account, and the terms have been explained to me. Any claims that merchandise has not been received in whole or part or has been received in a damaged or spoiled condition in whole or part shall be made before the statement for such merchandise is due; Purchaser agrees that all such claims are waived and released if not made by such date. All sums received by Seller shall first be applied to oldest charges, then to the next oldest, and so forth, Purchaser agrees to pay interest on all past due sums at the rate of 18 percent per annum or the maximum allowable by law, whichever is less.
2. The undersigned Purchaser agrees to pay Seller a service charge of \$30.00 for each returned item (whether check or ACH) that is dishonored for any reason.
3. No credit will be extended unless the personal guaranty set out below is signed by a proprietor, partner, officer, or shareholder. In the event 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.
4. The applicant specifically agrees that if credit availability is extended to the applicant, Ben E. Keith Company reserves the right at any time to suspend, terminate or alter credit availability and terms, in whole or part, when in its opinion the financial condition or business practices of the applicant warrants. In such case, in addition to any other remedies, cash payment or satisfactory security may be required before shipment or delivery. Any failure to pay an invoice when due makes the unpaid amount of all outstanding invoices immediately due and payable irrespective of their terms should Ben E. Keith Company so elect and Ben E. Keith Company may withhold all deliveries until the full amount due under such invoices is settled. Acceptance by Ben E. Keith Company of less than the full payment due shall not be a waiver of any of its rights or remedies and no waiver by either party of any default shall be deemed a waiver of any subsequent default. Upon approval of this Application and Agreement, Ben E. Keith Company in its sole discretion and notwithstanding any request of Applicant, will assign Applicant a maximum credit line (if applicable) and shall have the right to increase, decrease, or terminate Applicant's line of credit under this Application and Agreement at any time without prior notice to Applicant. If the applicant's sales or projected sales, equals or exceeds \$75,000 per month, a financial statement will be required to be submitted with the credit application and thereafter on an annual basis.
5. The undersigned Purchaser agrees to pay, in the event the account becomes delinquent and is turned over to an attorney or agency for collection, a reasonable fee. In no event shall reasonable fee be less than 33 1/3% of the balance due plus all attendant collection costs.
6. The undersigned agrees to notify Seller by certified mail of any change of ownership of the Customer or of any change of financial status which renders or threatens to render the customer insolvent and further agrees to be liable for all purchases should the undersigned fail to comply with said notification.
7. The parties hereby acknowledge that the statements for goods and/or services purchased from Seller are not payable in installments, but are payable in full as stated herein.
8. The covenants, waivers, releases, and promises aforesaid are made in consideration of Seller extending Credit to the Purchaser on open account.
9. Seller may require that a new credit application be filed at any time and may terminate credit if such application is not filed.
10. This credit application and the following personal guaranty shall apply to all sales made by Seller to Purchaser and not merely to the business location or operation noted herein.
11. Purchaser warrants to Seller that all financial information furnished for the purpose of obtaining credit is true, correct and complete in all material respects, and Purchaser authorizes Seller to investigate all references pertaining to the credit and financial responsibility of Purchaser. Purchaser authorizes Ben E. Keith Company to check Purchasers and Purchasers principals credit history including trade, bank, and personal references and to release information to other creditors regarding Purchasers credit experience with Ben E. Keith Company.
12. The Purchaser agrees that all transactions arising shall be governed and interpreted by the laws of the state in which Ben E. Keith Company branch supplying the Purchaser is located. The Purchaser agrees that venue of any action to enforce this agreement shall be in the county in which the Ben E. Keith Company branch supplying the Purchaser is located.
13. If Purchaser provides Ben E. Keith Company with key access for early or after hours delivery ("Key Drop"), Purchaser hereby waives any and all claims, actions or suits against Ben E. Keith Company arising out of or in any way connected to the Key Drop delivery.
14. If Purchaser ceases doing business with Ben E. Keith Company for any reason, Purchaser will immediately purchase from Ben E. Keith Company all remaining proprietary/ special order items in Ben E. Keith Company inventory.
15. If Ben E. Keith Company grants credit terms to Purchaser pursuant to this agreement, then Purchaser grants to Ben E. Keith Company a purchase money security interest in all goods sold or equipment leased, and a security interest in all other personal property of Purchaser ("Collateral") to secure payment of all goods purchased on credit, without limitation, from Ben E. Keith Company. "Collateral" includes by way of example and without limitation, all goods, equipment, inventory, vehicles, fixtures, work in process, accounts receivable, instruments, chattel paper, causes of action, general intangibles, including any liquor license and all proceeds thereof. Purchaser grants Ben E. Keith Company the authority to file any financing statement or continuation or other document needed to perfect Ben E. Keith Company's security interest. Purchaser agrees that any delay by Ben E. Keith Company in perfecting its security interest in the Collateral shall be without prejudice to Ben E. Keith Company's right to perfect its interest in the future, in the sole discretion of Ben E. Keith Company.

THIS APPLICATION MUST BE COMPLETED IN FULL (INCLUDING GUARANTY) AND MUST BE APPROVED BY SELLER'S CREDIT MANAGER BEFORE CREDIT WILL BE EXTENDED.

Hidalgo County Sheriff's Office

PURCHASER (COMPANY NAME)

SALES REPRESENTATIVE (NAME & NUMBER)

SIGNATURE OF PROPRIETOR, PARTNER OR OFFICER

Jose Eduardo "Eddie" Guerra

PRINT OR TYPE NAME

DATE

I, the undersigned, hereby personally guarantee to the aforesaid Seller payment of any obligation of the aforesaid Purchaser and hereby bind myself to pay you on demand any sum which may become due to you by the purchaser whenever the Purchaser shall fail to pay the same. It is understood that this guaranty shall be a continuing and irrevocable guaranty and indemnity for such indebtedness of the Purchaser. I hereby waive notice of default, non-payment and notice thereof and consent to any modification or renewal of the credit agreement hereby guaranteed, and to all renewals of extension of credit. I further agree to pay, in the event the account becomes delinquent and is turned over to any attorney or collection agency for collection, a reasonable fee, and in no event shall such reasonable fee be less than 33 1/3% of the balance due plus all attendant collection costs. USE OF A CORPORATE TITLE SHALL IN NO WAY LIMIT THE PERSONAL LIABILITY OF THE SIGNATORY.

GUARANTOR'S SIGNATURE

DATE

GUARANTOR'S SIGNATURE

DATE

PRINT OR TYPE NAME

PRINT OR TYPE NAME

ADDRESS

ADDRESS

WITNESS

DATE

The undersigned hereby consents to Ben E. Keith Company use of a non-business consumer credit report on the undersigned in order to further evaluate the creditworthiness of 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) Ben E. Keith Company to utilize a consumer credit report on the undersigned from time to time in connection with the extension of the business credit represented by this credit application. The undersigned as (an) individual(s) hereby knowingly consent(s) to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15 U.S.C. @ 1680 et seq.

SIGNATURE

SIGNATURE

DATE

SIGNATURE