

Osborn Foodservice
259 North 5th Street
P.O. Box 649
Gadsden, AL 35901

Phone: (256) 547-8601
Fax: (256) 546-1634
Salesperson: _____



Acct# _____ Date: _____

Credit Application and New Account Information Sheet

Name of Business: _____

Legal Name (If Different): _____

Street Address: _____ City: _____

County: _____ State: _____ Zip: _____ Inside City Limits? _____

Phone: _____ Cell: _____ Contact: _____

Length of Time In Operation _____ Sales Tax ID#: _____ Tax Exempt? Y__ N__

Requested Terms: Cash ___ COD ___ Weekly ___ Other _____ (Office Use – Approved Terms _____)

<i>Name of Principals</i>	<i>Address</i>	<i>Soc. Sec. #</i>	<i>Phone</i>
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____

Bank Name: _____ Account #(s): _____

Bank Contact Name: _____ Phone: _____

Trade References

1. Name _____ City _____ State _____ Phone _____

Account Opened Since: _____ Current Terms: _____

2. Name _____ City _____ State _____ Phone _____

Account Opened Since: _____ Current Terms: _____

3. Name _____ City _____ State _____ Phone _____

Account Opened Since: _____ Current Terms: _____

Confirmation of Information Accuracy and Release of Authority

I hereby certify that the information in this credit application is correct. I hereby authorize the bank and trade references listed in this credit application to release the information necessary to assist in establishing credit terms. I understand that other sources of credit considered necessary in making the determination may also be used.

Signature: _____ Title: _____ Date: _____

Personal Guaranty Agreement

Guaranty given by the undersigned to **Osborn Brothers, Inc. dba Osborn Foodservice** (hereinafter called "Creditor"), in order to induce it to extend credit to, or otherwise become the creditor of (company name) _____ and (hereinafter called "Debtor") and _____ with the residence address of _____ in the state of _____ and with a social security number¹ of _____ - _____ - _____ (individual, signing on behalf thereof).

In consideration of Creditor agreeing to sell foodstuffs, restaurant supplies and other items to Debtor on such credit or cash terms as Creditor may extend from time to time. I/we, the undersigned, individually and jointly, personally and unconditionally guarantee the prompt payment when due of all sums of money owed by Debtor to Creditor. It is agreed that this is a continuing guaranty, without limit as to amount, and shall remain in force until revoked by the undersigned by notice in writing to the Creditor at 259 North 5th Street, Gadsden, Alabama 35901, but such revocation shall be effective only as to indebtedness owed to Creditor which shall arise out of transactions entered into after receipt of such notice by the Creditor. This obligation or guaranty shall cover all indebtedness now owed or at any time hereafter owed by the Debtor to the Creditor and shall cover the renewal of any claims guaranteed by this instrument or extensions of time of payment thereof, and shall not be affected by any surrender or release by Creditor of any other security held by Creditor for any claim hereby guaranteed. In the event of default of Debtor to make payment on any indebtedness owed to Creditor when due, I/we agree, without the Creditor first having to proceed against Debtor, to pay on demand all sums due and to become due to Creditor from Debtor and all losses, costs, reasonable attorney's fees, or expenses which the Creditor may suffer by reason of Debtor's default. In the event of default of the undersigned to pay indebtedness owed to Creditor under the terms of this guaranty agreement, I/we further agree to pay all costs incurred by Creditor in collecting the indebtedness owed hereunder, including all losses, costs, reasonable attorney's fees, collection fees, or expenses which the Creditor may suffer by reason of such default. No act, delay, omission or course of dealing between Creditor, and Debtor or the undersigned, or any of them, will be a waiver of any of Creditor's rights or remedies under this Guaranty, and no waiver, change, modification or discharge of this agreement or any obligation created hereby will be effective unless in writing signed by Creditor. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama. The state courts of the State of Alabama located in Etowah County, Alabama shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each party hereby consents to the jurisdiction of such courts and waives any right it may otherwise have to challenge the appropriateness of such forum, whether on the basis of the doctrine of forum non convenience or otherwise.

In witness whereof, each of the undersigned has hereunto set his hand and seal on this _____ day of _____ 20____.

Signature	Witness
Signature	Witness
Signature	Witness

¹ Creditor will not use, sell, or disseminate individuals social security number for any unlawful or commercial use.