

A&M Cold Storage, LLC
PO Box 86
Minster, Ohio 45865

Credit Application

Legal Company Name	DBA	Date
Billing Address	Ship-To-Address	
City	State	Zip
Billing Contact Name	Email	
Phone #	Cell #	
Email address(s) to which invoices should be sent	Do you require Purchase Orders? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Tax Information: <input type="checkbox"/> Taxable <input type="checkbox"/> Non-Taxable or Exempt	Reason _____	
Sales Tax Number _____ State _____ Federal Tax ID: _____		

Please provide the tax exemption certificate if applicable.

Type of Business: ☐ Corporation ☐ Partnership ☐ Sole-Proprietorship ☐ LLC ☐ Other _____

Business Description: _____ Date Established: _____

Estimated Annual Sales \$ _____

Has this company, its officers or principal owners ever declared bankruptcy of any kind? ☐ Yes ☐ No

If yes, please give details. _____

Have there been any changes of ownership in the past 5 years? _____

Do you pledge or borrow on your accounts receivable? _____ From whom? _____

If general partnership or sole proprietor, full address of owner, social security number of owner, home telephone:

Principal or Owner	Title	Principal or Owner	Title		
Address	Email	Address	Email		
City	State	Zip	City	State	Zip
Phone#	Cell#	SS#	Phone#	Cell#	SS#

Trade Reference		Title		Trade Reference		Title	
Address		Email		Address		Email	
City		State Zip		City		State Zip	
Phone#				Phone#			
Trade Reference		Title		Bank Name			
Address		Email		Address		Email	
City		State Zip		City		State Zip	
Phone#		Cell# SS#		Phone#		Acct# Balance	
Bank Name				Bank Name			
Address		Email		Address		Email	
City		State Zip		City		State Zip	
Phone#		Acct# Balance		Phone#		Acct# Balance	

Credit Terms and Agreement:

Terms of Credit: Standard terms are **net 20 days**. Past due amounts are subject to a finance charge of 1% per month or the maximum rate allowed by State Law. If collection of this account becomes necessary, I/We agree to pay all costs of collection, including, but not limited to reasonable attorney’s fees and cost of suit incurred. Returned checks are subject to return check fees. When Credit is extended, it is contingent upon prompt payment, according to the agreed upon terms. All credit applications are subject to periodic review and will require updates. Credit privileges can be withdrawn at any time without notification if the account goes past due.

Applicant’s signature attests financial responsibility, ability and willingness to pay our invoices in accordance with our terms. The information on this application is for the purpose of attaining credit and is warranted to be true. I/We understand that approval for credit is based on a complete review of all information submitted and I/We authorize and release approval for you to investigate all bank and trade references. The undersigned officer warrants that he or she is authorized to execute this application. The parties agree a facsimile copy of signature is the same as original.

Signature		Name		Title		Date	
Signature		Name		Title		Date	

GUARANTEE

NAME/ADDRESS OF LENDER (BENEFICIARY) ("Lender, Beneficiary or Creditor") A&M Cold Storage, LLC PO Box 86 Minster, Ohio 45865	NAME/ADDRESS OF BORROWER Name: Address: City, ST, Zip
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The undersigned jointly and severally hereafter called the "Guarantor," in order to induce the Beneficiary to extend or continue to extend financial accommodations to the Borrower, hereby guarantees to the Beneficiary the full and prompt payment of all loans, drafts, overdrafts, notes, bills, open account and all other debts, obligations, and liabilities of every kind and description, whether now owing or hereafter arising out of credit previously, contemporaneously, or hereafter granted by the Beneficiary to the Borrower, whether arising from dealings between the Beneficiary and the Borrower, or from dealings by which the Beneficiary may become, in any manner whatever, a creditor of the Borrower.

This is a guarantee of payment and not of collection. This shall be a continuing Guarantee and shall not be affected by any payment made by the Borrower to the Beneficiary, whether in the form of cash, property, renewal, or other consideration.

If this Guarantee should be signed by more than one person, all persons having executed the Guarantee acknowledge that their obligation hereunder shall be joint and several. Each Guarantor expressly authorizes the Beneficiary to proceed, in its sole and absolute discretion, against each or any of them, and further agrees that if the Beneficiary shall proceed against any one of them, the others hereby waive any defense of election of remedies and agree to continue to be liable under the terms of this Guarantee for any amount remaining owing between the Borrower and Beneficiary.

The Guarantor hereby waives all notices hereunder, demand, presentation and any and all notices of protest, default, or nonpayment. The Guarantor consents to any and all extensions or renewals made by the Beneficiary for or on account of any indebtedness of the Borrower to the Beneficiary. The Beneficiary may proceed directly against the Guarantor in the event of any default by the Borrower without resort to any other persons, to the assets of the Borrower, to any collateral security granted by the Borrower to the Beneficiary, or the liquidation of any collateral security given hereunder to secure this Guarantee.

Jurisdiction and Venue for any action to enforce this guarantee shall be proper in the Superior Court of Georgia and/or the Federal District Court for the District of Georgia, or in such other proper jurisdictions at the option of A&M Cold Storage, LLC. Guarantor unconditionally consents to jurisdiction and venue selected by the Beneficiary as set forth herein and expressly waives any defense or objection to jurisdiction based upon the doctrine of *forum non-conveniens*.

This Guarantee shall be binding upon Guarantor, Guarantor's heirs, successors and estate representatives, and shall continue in effect until Guarantor delivers to the Beneficiary thirty days advance written notice of termination; provided that this Guarantee shall continue in effect thereafter with respect to all indebtedness in existence on the effective date of such termination (including all extensions and renewals thereof and all subsequent accruing interest and other charges thereon) until all such indebtedness shall be fully paid to Beneficiary.

It is agreed that although the amount of credit extended to the Borrower, or liability incurred by the Borrower to the Beneficiary is not limited, the liability of any of the Guarantor to the Beneficiary shall not exceed the sum shown below. If the foregoing amount is not filled in and initialed by the Guarantor, it is understood that this Guarantee shall cover all obligations of the Borrower to the Beneficiary.

Unless the liability of the Guarantor is limited below, this Guarantee is unconditional and absolute. The Guarantor agrees to pay all Beneficiary's costs and attorney fees incurred to enforce this Guarantee.

The Guarantor warrants there are no oral or unwritten agreements between Guarantor and the Borrower or Beneficiary which would alter the Guarantor liability hereunder. The Guarantor further agrees that there has been no reliance upon collateral security taken or intended to be taken by Beneficiary from Borrower and waives Beneficiary's failure to perfect upon or take such collateral as security, whether intentionally, inadvertently or by neglect, and whether or not Beneficiary intended to acquire and perfect its interest in such collateral.

This Guarantee shall inure to the benefit of the Beneficiary and its successors and assigns, including every holder of any of the indebtedness here guaranteed. In the event that any person other than the Beneficiary shall become a holder of any of the indebtedness, the reference to the Beneficiary shall be construed to refer to each such holder.

This Guarantee is freely and voluntarily given to the Beneficiary by Guarantor, without duress or coercion, and after Guarantor has either consulted with legal counsel or has been given an opportunity to do so, and Guarantor has fully and carefully read and understands all of the terms and provisions of this Guarantee.

CORPORATE GUARANTOR (if applicable)

Company Name: _____

City: _____

X _____
Signature

Company

Address: _____

State: _____ Zip Code: _____

Title: _____

Date: _____

PERSONAL GUARANTOR (if applicable)

Print Name: _____ Home Address: _____

City: _____ State: _____ Zip Code: _____ Social Security #: _____

X _____, individually

X _____, individually