



M&S FOODS

Innovative Food Distribution Systems and Marketing

M&S Foods

P.O. Box 141916

Gainesville, FL 32614

Toll Free (866) 336-5397

Office: (352) 332-5166 * Fax: (352) 331-8958

1. Term Requested: COD 7 Days Will Pay Driver
Other _____

2. Does operator own premises? Yes No

3. Name, Address and Phone of Mortgagor If Leasing, Name, Address and Phone of Lessor

4. Trade References (Not to include Beer or Liquor Distributor)

Name, Address, Phone, and Contact Person

A. _____
B. _____
C. _____
D. _____

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

1. Minimum delivery invoice amount is \$500.00
2. The undersigned purchaser hereby agrees that all amounts due M&S Foods are due and payable in full as per terms stated on invoice.
3. The undersigned purchaser agrees to pay, in the event the account becomes delinquent and is turned over to an attorney or collection, attorney fees plus all attendant collections costs.
4. The undersigned agrees to notify M&S Foods 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 the guarantee is executed by more than one person, then, in such event the liabilities and obligations of the undersigned herewith shall be joint and several, and the relative word

herein shall be read as if written plural.

5. The parties hereby acknowledge that the goods and/or services purchased from M&S Foods are not payable in installments, but are payable in full as stated herein.

6. The undersigned hereby authorizes M&S Foods to verify our credit and further authorizes any creditor to divulge requested credit information.

Officer, Owner or Partner Signature Date Signature Date

Print Name and Title Print Name and Title

Social Security Number Social Security Number

IF REQUESTING TERMS, PLEASE COMPLETE THE FOLLOWING:

INDIVIDUAL PERSONAL GUARANTY

Date _____ 20____

I, _____, residing at (city, state) _____

_____ for the sum of \$1.00 and other valuable consideration resulting

from the extension of credit at my request to

_____ (company)

of which I am (Title) _____, hereby personally guarantee to you payment on demand any sum which may become due to you by the company whenever the company shall fail to pay the same.

It is understood that this guaranty shall be continuing and irrevocable guaranty and indemnity for such indebtedness of the Company, and I do hereby waive notice of default, nonpayment and notice thereof and consent to any modification or renewal of the credit agreement here by guaranteed. The undersigned guarantor agrees to pay, in the event the account becomes delinquent and is turned over to any attorney for collection, attorney's fees plus all attendant collection costs.

Signature _____