



Mailing Address:
P.O. Box 707
Forest Park, GA 30298

Office: (404) 363-9800
Fax: (404) 363-0268
www.phoenixwfs.com

Credit Application and Customer Information

Please Check Appropriate Type: New Customer Existing Customer Account # _____
Please Circle Type of Credit Requested: COD / 10 Day Credit / Credit Card

****PLEASE COMPLETE APPLICATION IN ITS ENTIRETY AND FAX OR DELIVER BACK TO THE ADDRESS ABOVE****

Customer Name: _____

Location Address:

Street: _____
City: _____
State: _____ Zipcode: _____

Billing Address:

Street: _____
City: _____
State: _____ Zipcode: _____

Contact Information:

Business #: _____
Owner's #: _____
Fax #: _____

Accounting #: _____
Alternate / Cell #: _____

Contact Person:

Accounts Payable: _____ Chef/Manager: _____
Email: _____ Email: _____

Company Website: www._____._____._____

Type of Business: Sole Proprietor / Partnership / LLC / Corporation Years In Business: _____

Corporate Name: _____ Tax ID #: _____

Principal Business Address: _____

Owner / Officer Information:

Name: _____ Address: _____ SSN: _____

Name: _____ Address: _____ SSN: _____

Name: _____ Address: _____ SSN: _____

Has any individual or entity on this application filed bankruptcy? Yes / No
Are there any outstanding liens or judgments against any party on this application? Yes / No
Is anyone listed on this application party to an active lawsuit? Yes / No
Is this location affiliated with any existing Phoenix customer? Yes / No If Yes, Phoenix Account # _____

Question: Are you engaged in the business of buying or selling perishable agricultural commodities in wholesale quantities? Yes / No If Yes, Do you have a PACA license? Yes License # _____ / No

How much do you anticipate buying with us on a monthly basis? \$ _____

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(Please Circle) Preferred Method of Statement Delivery: **Mail** **Email** **Fax** **None**

Frequency of Statement Delivery: **Weekly** **Bi-Weekly** **Monthly**

Trade Reference:

Name / Address / Telephone

Bank Reference:

Name / Contact / Account #

Personal Guarantee of Open Account

This Guarantee is being executed in order to induce Future Management Corporation d/b/a/ Phoenix Wholesale Food Service (“Phoenix”) to sell produce to _____ (“Customer”) on an open account basis, to extend to Customer the necessary credit terms, and to induce Phoenix to continue to extend credit to Customer. In consideration thereof and of other valuable consideration, the receipt whereof is hereby acknowledged, the undersigned, intending to be legally bound hereby, guarantees to Phoenix any and all losses which Phoenix may suffer or incur: (1) by reason of having extended credit to Customer; or (2) by reason of non-payment of any debt owed by Customer to Phoenix for any reason; or (3) by reason of any other action, misrepresentation, defalcation while acting as a P.A.C.A. “Perishable Agricultural Commodities Act” trustee or fraudulent conduct by Customer. The simple intent of this guarantee is to make the undersigned responsible for the payment of any debt that Customer owes to Phoenix, jointly and severally with Customer, and to assume and be the trustee of any funds owed to Phoenix pursuant to the P.A.C.A. trust.

This guarantee shall continue and remain in full force and effect as long as credit is extended by Phoenix to the Customer or as long as there remains any unpaid balance on the Customer’s account with Phoenix. This Guarantee shall be governed, construed and interpreted by the laws of the State of Georgia and can not be amended or modified orally.

In Witness Whereof, the undersigned has executed this Personal Guarantee this ____ day of _____, 20____.

Signature – Guarantor

Signature – Co-Guarantor

Printed Name

Printed Name

By signing below, I authorize and agree that I have read this application and certify that the above statements are true and complete to the best of my knowledge. I hereby authorize Phoenix Wholesale Food Service to check my credit, both business and personal, verify my employment and provide credit information arising from this transaction to others that are legally entitled to receive it. Buyer agrees to pay interest on any unpaid purchases beginning 30 days after payment is due, at the rate of 1.5% per month, 18% per annum, or at the maximum judicial rate, whichever is greater. If a legal action is ever needed to collect any balance due as a result of this application, Buyer agrees to pay for all collection costs including attorney’s fees.

Applicant’s Signature

Co - Applicant’s Signature

Printed Name

Printed Name

Signature

Date

Signature

Date