

**SWANSON  
MEATS, INC.**

*Excellence in Quality & Service Since 1962*

# Customer Account Application



*Proud to be Farmer Owned.™*

Swanson Meats, Inc.  
2700 26th Ave S  
Minneapolis, MN 55406  
(612) 721-4411 FAX (612) 721-7967



## NEW ACCOUNT APPLICATION

The information contained herein is being provided in conjunction with a request for business credit terms by the undersigned applicant(s) (collectively, "Applicant") from Swanson Meats, Inc. and its subsidiaries, divisions and affiliates (collectively, "Seller"). The applicants individually and collectively agree to the terms and conditions attached to the Application and on related invoices as changed from time to time.

<b>SHIP TO</b>	Business Name _____	<b>BILL TO</b>	Business Name _____
	Trade Name (dba) _____		Attention _____
	Address _____		Address _____
	City _____ County _____ State _____ ZIP _____		City _____ County _____ State _____ ZIP _____
<b>CONTACT INFO</b>	Sales Contact: _____ Phone: (____) ____-____ FAX: (____) ____-____		
	Email: _____		
	A/P Contact: _____ Phone: (____) ____-____ FAX: (____) ____-____		
Email: _____			
Restaurant Phone: (____) ____-____ FAX: (____) ____-____			
<b>BUSINESS INFORMATION</b>	<input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation Organized in State of _____ <input type="checkbox"/> LLC <input type="checkbox"/> Other _____		
	Length of Time in Business: _____   Number of Employees: _____   Estimated Monthly Sales: \$ _____		
	Type of Operation:		
	<input type="checkbox"/> Fine Dining <input type="checkbox"/> Casual Dining <input type="checkbox"/> Family Dining <input type="checkbox"/> Fast Casual <input type="checkbox"/> Fast Food <input type="checkbox"/> Commissary <input type="checkbox"/> Lodging		
	<input type="checkbox"/> Healthcare   Number of Beds _____ <input type="checkbox"/> Other _____		
	Statement Required to be mailed to the customer each month? <input type="checkbox"/> Yes <input type="checkbox"/> No		
	Purchase Order Number required? <input type="checkbox"/> Yes (Orders without a PO Number WILL NOT SHIP.) <input type="checkbox"/> No		
<b>CORPORATE OFFICERS</b>			
<b>BUSINESS INFORMATION</b>	Name and Title _____	Name and Title _____	
	Home Address _____	Home Address _____	
	City _____ County _____ State _____ ZIP _____	City _____ County _____ State _____ ZIP _____	
	Home Phone Number: (____) ____-____	Home Phone Number: (____) ____-____	
<b>BANKING</b>	Bank Name _____	Officer _____	
	Address _____	Account Number: _____ Type (checking / loan) _____ Balance: _____	
	City _____ State _____ ZIP _____	Account Number: _____ Type (checking / loan) _____ Balance: _____	
	Phone: (____) ____-____		

Swanson Meats prefers trade references from other foodservice distributors.

TRADE

NAME ADDRESS PHONE NUMBER FAX NUMBER

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_

### NOTICE

#### THE FAIR CREDIT REPORTING ACT AND FEDERAL EQUAL CREDIT OPPORTUNITY ACT

Applicant acknowledges and agrees that Swanson Meats, Inc. and its subsidiaries, divisions and affiliates (collectively "Creditor") may utilize outside credit reporting services to obtain information on Applicant. In the event Applicant is/are individual(s) or doing business as a sole proprietorship or partnership, or if the Applicant is executing the Application as part of a personal guarantee, the signing of the Application shall constitute authorization under the Fair Credit and Reporting Act to Creditor and its Agents to utilize consumer credit reporting agencies to provide reports on said individual(s) in order to permit Creditor to appropriately evaluate the extension of any business credit. This authorization will remain valid and enforceable until Applicant expressly revokes authorization in writing and served on Creditor by registered or certified mail.

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants based on 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 because 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 credit is the Federal Trade Commission, Division of Credit Practices, 6th and Pennsylvania Avenue, NW, Washington D.C. 20580.

If credit is denied, you have the right to a written statement of the specific reasons for denial. To obtain the statement, please contact Swanson Meats, Inc. att: Accounting Manager, within sixty (60) days from the date you were notified of the decision to deny credit.

#### TERMS AND CONDITIONS OF SALE

The undersigned warrants that he/she is authorized to sign this agreement on behalf of the Applicant. Applicant agrees that all purchases made by Applicant from Swanson Meats, Inc. or any of its subsidiaries and affiliated entities (collectively "Seller") are subject to the following terms and conditions.

1. All amounts due for goods and services purchased from Seller are payable at the Seller's main office location, or such alternate address as may be identified by the Seller. Applicant acknowledges such amounts are not payable in installments, but are payable in full as stated herein.
2. All amounts due Seller are payable in accordance with the payment terms granted by Seller's credit department. Applicant agrees to pay according to terms and conditions stated herein and on invoices as issued by Seller. Seller reserves the right to change the terms of the credit extended to the Applicant at Seller's sole discretion and without notice. Applicant agrees to inform Seller by certified mail within 10 days of any changes to Applicant's name, business status or ownership. Acceptance of payment outside of stated credit terms shall not operate as a waiver of the stated credit terms. Applicant shall pay Seller a service charge for all checks returned by Applicant's bank up to the maximum allowable by law. Past due balances will be assessed a finance charge up to the maximum rate allowed under applicable law.
3. Applicant and Seller collectively agree that any dispute or litigation arising out of this agreement shall be subject to the jurisdiction of the District Court in Hennepin County, Minnesota.
4. In the event of Applicant's default, Seller may, at its option, without demand, notice of intention to accelerate, notice of acceleration, notice of nonpayment, presentment, protest, notice of dishonor, or any other notice whatsoever, to Applicant, declare all obligations immediately due and payable. In the event the Applicant's account is turned over to an attorney or other agency for collection, or suit is brought on same, or the same is collected through any judicial proceeding whatsoever, Applicant shall pay all reasonable attorneys' fees and court costs incurred by Seller or Seller's agents.
5. Applicant warrants to Seller that all financial information furnished herein for the purpose of obtaining credit is true, correct, and complete in all material respects, and Applicant authorizes Seller to investigate all references furnished pertaining to the credit and financial responsibility of Applicant.



Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**AUTHORIZATION TO CHECK CREDIT REFERENCES**

**Who should sign this authorization?** *This will vary by organization type:*

*Proprietorship — Owner  
Corporation — Officer*

*Partnership — Each Partner or Managing Partner  
Non-Profit — Executive Director or other Officer*

*LLC — Chief Manager*

I/We attest the information given on this form is warranted to be true. In the event credit terms are requested, I/We hereby authorize Swanson Meats, Inc., its agents, subsidiaries, and affiliates, to verify information on me/us, including requesting reports from Credit Reporting Agencies and Trade References. If I ask whether or not a personal credit report was requested, you will tell me, and give me the name and address of the agency that furnished the information.

Signed: \_\_\_\_\_   Signed: \_\_\_\_\_    
Name: \_\_\_\_\_ Name: \_\_\_\_\_  
Title: \_\_\_\_\_ Title: \_\_\_\_\_  
Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_





**CONTINUING INDIVIDUAL PERSONAL GUARANTEE**

I/We, for and in consideration of extending credit at my/our request to \_\_\_\_\_ (the "Company"), personally, individually, and without title guarantee prompt payment of any obligation of the Company to Swanson Meats, Inc., and each of its subsidiaries and affiliated entities (the "Seller"), whether now existing or hereinafter incurred, and I further agree to bind myself to pay on demand any sum which is due by the Company to Seller whenever the Company fails to pay same. It is understood that this guarantee shall be an absolute and continuing guarantee for such indebtedness by the Company.

I/We agree that any dispute or litigation arising out of this agreement shall be subject to the jurisdiction of the District Court in Hennepin County, Minnesota. I/We expressly waive presentment, demand, protest, notice of protest, dishonor, diligence, notice of default or nonpayment, notice of acceptance of this guarantee, notice of the extending of any guaranteed indebtedness already or hereafter contracted for by the Company, notice of any modification of any credit agreement evidencing the indebtedness hereby guaranteed, notice of any renewal or extension of such indebtedness, and I expressly consent to any modification or renewal of any credit agreement evidencing the indebtedness hereby guaranteed and to all renewals or extensions of such indebtedness. I further waive any right to require Seller to proceed against, or make any effort at collection of the guaranteed indebtedness from, the Company or any other party liable for such indebtedness. I/We agree to inform Seller by certified mail within 10 days of any changes in the Company's name, business status or ownership.

If the guaranteed indebtedness is not paid by me when due, and this guarantee is placed in the hands of an attorney for collection, or suit is brought hereon, or it is enforced through any judicial proceeding whatsoever, I shall pay all reasonable attorneys' fees and court costs incurred by Seller.

In the event more than one party executes this Guarantee as a guarantor, then each guarantor agrees to be jointly and severally liable for the guaranteed indebtedness, and, in all instances herein, the singular shall be construed to include the plural.

Signed: \_\_\_\_\_   Signed: \_\_\_\_\_    
Name: \_\_\_\_\_ Name: \_\_\_\_\_  
Address: \_\_\_\_\_ Address: \_\_\_\_\_  
Social Security Number: \_\_\_\_-\_\_\_\_-\_\_\_\_ Social Security Number: \_\_\_\_-\_\_\_\_-\_\_\_\_  
Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Witness: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_/\_\_\_\_/\_\_\_\_