



**AUTHORIZATION FOR CREDIT REPORT**

The undersigned is executing this Authorization for Credit Report individually for the purpose of authorizing Maximum Quality Foods to obtain a consumer report from time to time on the undersigned individual(s) through credit and consumer reporting agencies or other sources, in order to further evaluate the credit worthiness of such individual in connection with the credit evaluation process and the proposed extension of business credit to the Applicant. The undersigned, as an individual, hereby knowingly consents to the use of such credit report in accordance with the federal fair credit reporting act as contained in 15 U.S.C. 1681, ET SEQ., as amended from time to time.

**AUTHORIZATION**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Authorized Signature & Date

**BANK AUTHORIZATION**

I hereby authorize \_\_\_\_\_ and their agents to verify information with my bank and I further authorize my bank to release such information to them.

Bank \_\_\_\_\_ Branch \_\_\_\_\_

Account # \_\_\_\_\_

Bank \_\_\_\_\_ Branch \_\_\_\_\_

Account # \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature (Title)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company

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**Banking Reference:**

Bank Name \_\_\_\_\_ Address \_\_\_\_\_  
Street City State Zip  
Type of Account \_\_\_\_\_ Account No. \_\_\_\_\_  
Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_  
Contact \_\_\_\_\_ Bank Officer \_\_\_\_\_

If payments are to be made to Maximum Quality Foods Inc, from a bank account other than the one shown as BANKING REFERENCES, enter:

Bank Name \_\_\_\_\_ City \_\_\_\_\_ Account No. \_\_\_\_\_

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**Trade References (Preferably other food distributors)**

Name _____	Name _____
Address _____	Address _____
City/State/Zip _____	City/State/Zip _____
Phone _____	Phone _____
Fax No. _____	Fax No. _____

Name _____	Name _____
Address _____	Address _____
City/State/Zip _____	City/State/Zip _____
Phone _____	Phone _____
Fax No. _____	Fax No. _____

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We hereby make application for credit to Maximum Quality Foods, Inc. If credit is granted, we agree to pay all bills for any and all of our branches and subsidiaries within the stated terms of sale. We agree to pay a service charge of \$25.00 for any checks returned from our bank unpaid for any reason. Additionally, we understand that a service charge may be assessed on any unpaid balance in an amount up to the maximum rate allowed by law. Should legal action be taken to secure payment for merchandise received, we will be liable for all expenses, including attorney's fees of 25% of any claim. We agree not to transfer or assign this agreement without the prior written consent of Maximum Quality Foods, Inc. We agree to give written notice to Maximum Quality Foods, Inc. prior to the sale or transfer of all or substantially all of the stocks or assets of our business. If we fail to do so, then we shall remain fully liable for any unpaid merchandise received by the buyer or transferee of the business.

This information is given in confidence for the sole purpose of establishing credit with Maximum Quality Foods, Inc. Authorization is hereby given to make inquiry of all trade and financial sources which are deemed to be necessary by Maximum Quality Foods, Inc. to properly evaluate this application.

\_\_\_\_\_  
Corporate officer/Partner/Owner Print Name

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
WITNESS

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**GENERAL:**

Parent Co/National account affiliation \_\_\_\_\_

Corporate Owned: \_\_\_\_\_ Franchise \_\_\_\_\_

Central Payment Office: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax No. \_\_\_\_\_

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**SALES TAX**

Attached you will find a Sales Tax Exemption Certification that should be completed and signed to assure proper sales tax charges.

PERSONAL GUARANTY

For valuable consideration, the undersigned hereby personally guarantees. Absolutely, unconditionally and irrevocably, the payment upon demand of all liabilities, indebtedness and obligations, whether now existing or hereafter arising, of \_\_\_\_\_ (the "Debtor"), its successors, and assigns, to Maximum Quality Foods Inc., its subsidiaries, and their respective successors and assigns (the indebtedness").

This Guaranty shall be enforceable by Maximum Quality Foods, Inc. without prior resort to any demands, possessory remedies or proceedings for collection of any nature against the debtor or any other person or entity, or any property of the debtor or any other person or entity. The liability of the undersigned shall not be affected by any extension, compromise, modification, release or discharge of any of the indebtedness, whether by operation of law or otherwise, or by any change in the form of the indebtedness, or by any modification of the terms of sale made by the parties thereto, or by the release, substitution or addition of any other guarantor of the indebtedness. Notice of the acceptance of this Guaranty, and the indebtedness outstanding at any time are expressly waived. Nothing in this guaranty shall in any way diminish or alter the indebtedness, or affect the rights of Maximum Quality Foods, Inc. against debtor.

The undersigned also agrees that if any case is filed under the bankruptcy code by or against debtor, the undersigned waives any claim he/she may have against debtor as a result of any claim against the undersigned by Maximum Quality Foods, Inc. under this Guaranty.

Maximum Quality Foods Inc. shall be entitled to recover from the undersigned all cost incurred in connection with the enforcement of this Guaranty, including but not limited to attorney's fees of 25% of the outstanding claim.

Wherever possible, each provision of the Guaranty shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision hereof shall be prohibited by or be invalid under such law, such provision shall be ineffective to the extent of such prohibition of invalidity, without invalidating the remainder of such provision or the remaining provisions hereof.

In the event this Guaranty is signed by more than one person or entity, each of the undersigned shall be jointly and severally liable under this Guaranty.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

Signature of Guarantor (s): \_\_\_\_\_ Print Name \_\_\_\_\_

(Please do not reference Corporate or some other title)

Witness: \_\_\_\_\_ Print Name: \_\_\_\_\_

Signature of Co-Guarantor \_\_\_\_\_ Print Name \_\_\_\_\_  
(where applicable)

Co-Guarantor is the primary co-owner of Guarantor's personal assets, if any.

Witness: \_\_\_\_\_ Print Name: \_\_\_\_\_

Use of a corporate title shall in no way limit the personal liability of the personal guaranty signatory.