

Dick Vaiea & Assoc. an Alliance Partner with the Beltram Foodservice Group

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APPLICATION FOR CREDIT

Company Name:		Beltram Sales Rep:	
Address:		Amount Requested:	
City:	State:	Zip:	
Phone:		Fax:	
Are purchase orders required:		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Accounts Payable contact:		Phone:	
E-mail address:			
Type of Business:			
Years in Business:			
Ownership: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Ownership			
Federal ID:		Social Security#:	
Name of Principal /Partner/Owner(s):			
Bank Reference (s) - Please complete and sign "Bank Authorization Form(s)"			
Name of Bank:		Account:	
Phone:		Fax:	
Trade References:			
Company Name:			
Address:			
City:			
Phone:		Fax:	
Company Name:			
Address:			
City:			
Phone:		Fax:	
Company Name:			
Address:			
City:			
Phone:		Fax:	
Company Name:			
Address:			
City:			
Phone:		Fax:	
The above information is provided for the purpose of extending credit to our company on your terms of Net 30 days. To the best of my knowledge and belief, the information is accurate and may be relied upon in making your credit decision. We authorize our bank and suppliers to furnish you any information necessary to complete your evaluation of our credit history.			
SIGNATURE:		Title:	
PRINT NAME		Date:	

- BELTRAM
 FOODSERVICE
 GROUP

Your Single Source For Design, Equipment & Supplies

DEALER OF THE YEAR 2004

*Customer Credit Agreement
Terms and Conditions*

The following terms are acceptable to _____ (customer). TERMS: Net 30. Interest charges at 1.5% per month will be added to past due accounts.

Beltram Foodservice Group shall hereinafter be referred to as "Company" and _____ shall be referred to as "Customer".

1. The Customer desires to purchase goods and services from Company on open account, and agrees in consideration of the creation of the open account to be bound by the following terms and conditions. Company's acceptance of Customer's credit application, constitutes acceptance by the Customer of the terms and conditions of this agreement.
2. Company will extend credit to Customer based on the information provided in their credit application, and Company is authorized to check applicant's credit background. Customer agrees to pay any and all charges, fees and costs, which Customer or any authorized person incurs, on the Customer's account. Unless Customer notifies Company in writing within (5) days of any unauthorized use of Customer's credit, Customer agrees that any other person, who incurs charges on Customer's account, is authorized to do so. CUSTOMER HEREBY AUTHORIZES AND GRANTS COMPANY THE RIGHT TO INVESTIGATE CUSTOMER'S CREDIT, INCLUDING UTILIZING CREDIT REPORTING COMPANIES OR AND OTHER MEANS WHICH IS REASONABLE TO COMPANY TO RESEARCH THE CREDIT HISTORY OF CUSTOMER. CUSTOMER AGREES THAT COMPANY MAY CONTACT ITS BANKING AND OTHER CREDIT REFERENCES FOR THIS PURPOSE.
3. Customer agrees to notify Company in writing of any errors on the invoices within 15 days of the invoice date. If not so noticed, the invoice shall be deemed to be correct and accepted as rendered. All sums owing Company by Customer shall be paid in accordance with the terms and conditions expressed on the written quotation signed by Company and Customer or on Company's invoice. In the absence of such express terms and condition, Company terms will be Net 30. Whether or not expressed in said quotation or invoice, all sums past due shall bear an interest charge at the rate of one and one-half percent (1.5%) per month.
4. Customer agrees that if Company is not paid on time, in accordance with Company terms, Customer shall pay for all costs expenses incurred by Company in connection herewith, including collection agency fees, or attorney, and any other charges which can be legally charged to Customer. Customer agrees that for and in consideration of Company's extension of credit that this agreement is to be construed under the laws of the state of Florida. Customer agrees that if Company refers this agreement to any attorney for enforcement, that Customer agrees to pay Company's actual attorney's fees and costs incurred in the enforcement hereof, whether or not formal proceedings are brought to remedy customer's breach of this agreement. Customer agrees to pay Company a \$25.00 Service Charge on each dishonored check returned to Company.
5. Customer agrees that any financial documents provided to Company are true and correct, and will provide Company such documents, from time to time upon request. Customer represents to Company that it is solvent as of the date of this agreement.
6. Upon Customer's acceptance, this agreement embodies the entire agreement of parties. No promise, representation or agreement made subsequent to the execution and delivery hereof, by either party hereto, and no revocation, partial or otherwise, or change, amendment, addition, alteration or modification shall be valid unless the same be in writing signed by all parties hereto, or by their duly authorized agents.

I have read all Terms and Conditions of this Agreement and Agree to them as stated.

Signature, Title

Date

Agreement must be signed by an officer of the company

Beltram Foodservice Group

6800 N Florida Ave
Tampa FL 33604

Personal Guaranty

Whereas, _____ (hereinafter called the "Borrower"), desires to transact business with and obtain credit or a continuation of credit from Beltram Edge Tool Supply Inc dba Beltram Foodservice Group, a Florida corporation (hereinafter called "Creditor");

Whereas, Creditor is unwilling to extend or continue credit to the Borrower unless it receives a guaranty of the undersigned covering the Liabilities of the Borrower to Creditor, as hereinafter defined.

Now, therefore, in consideration of the premises and of other good and valuable consideration and in order to induce Creditor from time to time, in its discretion, to extend or continue credit to the unconditionally, to Creditor the payment of all liabilities of the Borrower to Creditor of whatever nature, whether now existing or hereafter incurred, whether created directly or acquired by Creditor by assignment or otherwise, whether matured or unmatured and whether absolute or contingent (all of which are herein collectively referred to as the "Liabilities of the Borrower").

The undersigned agrees that, with or without notice or demand, the undersigned shall reimburse Creditor, to the extent that such reimbursement is not made by the Borrower, for all expenses (including counsel fees) incurred by Creditor in connection with any of the Liabilities of the Borrower or the collection thereof.

This guaranty is a continuing guaranty and shall remain in full force and effect irrespective of any interruptions in the business relations of the Borrower with Creditor; provided, however, that the undersigned may be noticed in writing, delivered personally to or received by registered mail by the Credit Manager of Creditor at Creditor's Address, terminate this guaranty with respect to all Liabilities of the Borrower incurred or contracted by the Borrower or acquired by Creditor after the date on which such notice is so delivered or received.

All monies available to Creditor for application in payment or reduction of the Liabilities of the Borrower may be applied by Creditor in such manner and in such amounts and at such time or times as it may see fit to the payment or reduction of such of the Liabilities of the Borrower as Creditor may elect, and the obligations pursuant to this guaranty shall not be affected by any surrender or release by the Borrower of any other security held by it for any claim hereby guaranteed.

The undersigned hereby waives (a) notice of acceptance of this guaranty and of extensions of credit by Creditor to the Borrower (b) presentment and demand for payment of any of the Liabilities of the Borrower (c) protest and notice of dishonor or default to the undersigned or to any other party with respect to any of the Liabilities of the Borrower; (d) all other notices to which the undersigned might otherwise be entitled; and (e) any demand for payment under this guaranty.

This is a guaranty of payment and not of collection and the undersigned further waives any right to require that any action be brought against the Borrower or any other person or to require that: resort be had to any security Or to any balance of any deposit account or credit on the books of Creditor in favor of the Borrower or any other person.

No delay on the part of Creditor in exercising any rights hereunder or failure to exercise the same shall operate as a waiver of such rights; no notice to or demand on the undersigned shall be deemed to be a waiver of the obligations of the undersigned or of the right of Creditor to take further action without notice or demand as provided herein; not in any event shall any modifications or waiver of the provisions of this guaranty be effective unless in writing nor shall any such waiver be applicable except in the specific instance for which given.

This guaranty is, and shall be deemed to be, a contract entered into under and pursuant to the laws of the state of Florida and shall be in all respects governed, construed, applied and enforced in accordance with the laws of said State, and no defense given or allowed by the laws of any other state of the United States of America shall be interposed in any action hereon unless defense is also given or allowed by the laws of the State of Florida.

By: _____
(Name of Guarantor)

Address: _____

Repeat guarantors as necessary
itness: _____

- BELTRAM**
- FOODSERVICE**
- GROUP**

Bank Authorization

To whom it may concern:

With this signature, I am authorizing Beltram Foodservice Group access to credit information on our account. Please accept this as written authorization and release all relevant and pertinent information to them.

Name of Bank:
Account Number:
Name of Business:
City:
State:

Signature of Credit Applicant

Title

Date