



Credit Application (for state of Virginia only) Date \_\_\_\_\_

3310 75<sup>th</sup> Avenue, Landover, MD 20785

Ph: 301-772-3333

Fax: 301-618-5445

Alt. Fax: 301-618-5484

**Ship To:**

\_\_\_\_\_  
Legal Name  
\_\_\_\_\_  
Trade Name (DBA)  
\_\_\_\_\_  
Address (not PO Box)  
\_\_\_\_\_  
City, State, Zip

**Bill To:**

\_\_\_\_\_  
Name  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
City, State, Zip  
\_\_\_\_\_  
AP Phone # (include area code)      AP Fax #

Accts. Payable Contact (full name) \_\_\_\_\_ AP E-mail Address \_\_\_\_\_

Purchasing Agent: \_\_\_\_\_ Title: \_\_\_\_\_ Phone # \_\_\_\_\_ Fax # \_\_\_\_\_

Purchase Order Number Required? Yes No      Own Lease Landlord \_\_\_\_\_  
Name Phone

**Business Information:** Circle One

General Partnership      Proprietorship      Limited Liability Co. (Name of LLC \_\_\_\_\_)  
Corporation (Name of Corp. \_\_\_\_\_) (State of Incorporation \_\_\_\_\_)

Date business was purchased (or established) by current owner(s): \_\_\_\_\_

State Sales Tax ID # \_\_\_\_\_ (Please attach copy of Certificate or signed ST-10 Form)

**Complete the following for ALL Corporate Officers, General Partners, or an Individual Proprietor**

\_\_\_\_\_  
Name and Title  
\_\_\_\_\_  
Home Address  
\_\_\_\_\_  
City, State, Zip  
\_\_\_\_\_  
Home Phone

\_\_\_\_\_  
Name and Title  
\_\_\_\_\_  
Home Address  
\_\_\_\_\_  
City, State, Zip  
\_\_\_\_\_  
Home Phone

**Banking Information** (Please attach void check or list the following details of Primary Checking Account)

\_\_\_\_\_  
Bank Name  
\_\_\_\_\_  
Nine Digit Routing Number (ABA)

\_\_\_\_\_  
Branch Location  
\_\_\_\_\_  
Checking Account Number (Do not include check number)

**The purchaser's signature on this document constitutes the Purchaser's authorization to process payments by electronic funds transfer when received in the form of paper checks.**

**References: (List three largest purveyors of food service products or services)**

Name of Company	City	Acct. #	Phone #	Fax #
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

**Keany Account Executive**

**TERMS OF ACCOUNT**

The undersigned ("Purchaser") agrees that all purchases made by the Purchaser from P.J.K. Food Service Corporation, trading as Keany Produce Co. ("Seller") are subject in the following terms and conditions:

1. Purchaser agrees to pay all amounts due Seller in accordance with the terms of payment determined by Seller's Credit Department. Purchaser shall be notified by Seller of the terms of payment. If any amount due to seller is not paid in accordance with such payment terms, interest shall be charged against the sum due at a rate of eighteen percent (18%) per annum, less payments and credits, until payment is made in full.
2. Purchaser shall pay Seller a service charge in an amount equal to the greater of \$50.00 or the maximum fee permitted by law for all checks returned by Purchaser's bank.
3. Purchaser affirms the correctness of the information given in connection with this credit application and agrees to notify Seller, in writing, of any changes in and/or additions to the information set forth herein or furnished herewith. Purchaser understands that Seller's granting of credit to Purchaser is contingent upon the accuracy and completeness of the information provided herein or furnished herewith and said contingency shall remain in effect so long as the Purchaser is indebted to or seeks credit from Seller.
4. Purchaser understands and acknowledges that Seller is not obligated to extend the credit requested and the account terms may be changed at any time at the sole discretion of the Seller. Purchaser agrees to abide by the terms herein stated for payment and agrees to pay all costs of collection, including but not limited to 33 1/3 % attorneys' fees and court costs should this account become past due.
5. Purchaser authorizes Seller to contact any of the banks or other financial institutions, business, and/or persons listed on the Credit Application. Purchaser further authorizes seller to request and review Purchaser's consumer credit report. All personal information will be kept confidential.
6. Purchaser's signature below constitutes Purchaser's authorization for electronic debits from Purchaser's bank account.
7. In the event that there are legal proceedings between the parties, Keany shall be entitled to recover thirty-three and one-third percent (33 1/3 %) attorneys' fees, interest at the rate of 18% per year, and court costs. If any claim or controversy arises between the Purchaser and Keany, the proper jurisdiction (and venue) for legal action shall be Fairfax County, Virginia, or at Keany's option, any locale in which the Purchaser does business or in which any Guarantor resides or any locale where any items purchased were delivered or used.
8. If any of the terms herein shall be invalid or otherwise unenforceable, the rest of the terms shall remain in full force and effect. All disputes involving the Purchaser' and/or a Guarantor, and Keany, shall be governed by the laws of the state of Virginia.

I/We, the undersigned, acknowledge that (1) I/we am/are authorized to act as an agent of the purchaser; (2) I/we have read the above agreement thoroughly and I/we understand and agree to the terms stated above.

\_\_\_\_\_  
Type or Print Name of Purchaser

\_\_\_\_\_  
Type or Print Name and Title of Authorized Agent

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Signature of Authorized Agent

**PERSONAL GUARANTEE**

This Guaranty is given by the undersigned Guarantor(s) to **P.J.K. Food Service Corporation, trading as Keany Produce Co. ("Keany")** in order to induce it to extend credit to, or otherwise become the creditor of \_\_\_\_\_ (Purchaser).

I/We hereby absolutely, and unconditionally, **PERSONALLY GUARANTEE** to Keany the prompt payment, when due, of every claim of Keany that may hereafter arise against the Purchaser, or its successors and/or assigns. This Guaranty shall apply also to any amounts owing by the Purchaser to Keany at the time that this Guaranty is signed. I/We do also unconditionally **PERSONALLY GUARANTEE** payment of all reasonable costs of collection, including but not limited to thirty-three and one-third percent (33 1/3 %) attorneys' fees and court costs.

This is a continuing Guaranty and shall remain in full force as to each Guarantor until revoked by him/her by notice, in writing, to Keany. Such revocation shall be effective only as to claims of Keany that arise out of transactions entered into after Keany's actual receipt of the notice. The liability of the Guarantors shall not be affected, modified, or diminished, by reason of any assignment, renewal, modification, or extension of credit, time to make payments, surrender or release of any security, an increase in the line of credit extended to the Purchaser by Keany, or any other modification of the terms of account. This Guaranty is, and shall remain, binding upon the heirs, estate representatives, successors, and assigns of each Guarantor. This Guaranty is independent of any other guaranty or rights, which Keany may have with respect to the account of the Purchaser.

Each Guarantor authorizes Keany to make credit inquiries and obtain consumer credit reports to determine his/her financial status, and other information to assist in collection efforts, at any time. Each Guarantor hereby waives the benefit of his/her homestead exemption. Each Guarantor waives any notice that the Purchaser or other Guarantor is delinquent or is in default of its/his/her obligations to Keany, also waives any notice of nonpayment or nonperformance, and also waives demand or proof of notice of demand upon the purchaser or any other Guarantor.

If any claim or controversy arises between a Guarantor and Keany, the proper jurisdiction (and venue) for legal action shall be Fairfax County, Virginia, or at Keany's option, any locale in which the Purchaser does business, or in which any Guarantor resides, or any locale where the items purchased were delivered or used. This Guaranty and all disputes involving the Purchaser and/or a Guarantor and Keany, shall be governed by the laws of the state of Virginia. If any of the provisions of this Guaranty shall be invalid or otherwise unenforceable, the rest of the Guaranty shall remain in full force and effect. The undersigned Guarantors should not identify any business affiliation next to his/her signature, below. Each Guarantor agrees that this Guaranty is his/her personal obligation, not withstanding any business affiliation identified below.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature (Do NOT list title) Name (Print) Social Security Number

\_\_\_\_\_  
Address Telephone

\_\_\_\_\_  
Signature (Do NOT list title) Name (Print) Social Security Number

\_\_\_\_\_  
Address Telephone

Facsimile Signatures will serve as originals.

COMMONWEALTH OF VIRGINIA
SALES AND USE TAX CERTIFICATE OF EXEMPTION

(For use by a Virginia dealer who purchases tangible personal property for resale,
or for lease or rental, or who purchases materials or containers
to package tangible personal property for sale)

To: \_\_\_\_\_ Date \_\_\_\_\_
(Name of supplier)

\_\_\_\_\_  
(Number and street or rural route) (City, town, or post office) (State) (ZIP Code)

The Virginia Retail Sales and Use Tax Act provides that the Virginia Sales and use tax shall not apply to tangible personal property
purchased for resale; that such tax shall not apply to tangible personal property purchased for future use by a person for taxable lease or rental
as an established business or part of an established business, or incidental or germane to such business, including a simultaneous purchase
and taxable leaseback. The Act provides also that such tax shall not apply to packaging materials such as containers, labels, sacks, cans, boxes,
drums or bags if the materials are marketed with a product being sold and become the property of the purchaser.

This Certificate of Exemption may not be used by a using or consuming construction contractor as defined in the Regulations.

The undersigned dealer hereby certifies that all tangible personal property purchased from the above named supplier on and after this
date will be purchased for the purpose indicated below, unless otherwise specified on each order, and that this Certificate shall remain in effect
until revoked in writing by the Department of Taxation. (Check proper box below.)

- 1. Tangible personal property for RESALE only.
2. established business, or incidental or germane to such business, or a simultaneous purchase and taxable leaseback.
3. Packaging materials such as containers, labels, sacks, cans, boxes, drums or bags that are marketed with a product being sold
and become the property of the purchaser.

Name of Dealer \_\_\_\_\_ Certificate of
Registration No. \_\_\_\_\_

Trading as \_\_\_\_\_

Address \_\_\_\_\_
(Number and street or rural route) (City, town, or post office) (State) (ZIP Code)

Kind of business engaged in by dealer \_\_\_\_\_

I certify that I am authorized to sign this Certificate of Exemption and that, to the best of my knowledge and belief, it is true and correct,
made in good faith, pursuant to the Virginia Retail Sales and Use Tax Act.

By \_\_\_\_\_ (Signature) (Title)

(If the dealer is a corporation, an officer of the corporation or other person authorized to sign on behalf of the corporation must sign;
if a partnership, one partner must sign; if an unincorporated association, a member must sign; if a sole proprietorship, the proprietor must sign.)

Information for supplier—A supplier is required to have on file only one Certificate of Exemption properly executed by the dealer who
buys tax exempt tangible personal property for the purpose indicated hereon.