

**Joseph Aiello and Sons
Wholesale Fruit and Vegetables**

APPLICATION FOR CREDIT

Please return completed documents to:

Joseph Aiello and Sons
90 Dongan Avenue
Albany, NY 12202

Ph# 518. 472. 9188 Fax# 518.432.6599

BILL TO:

Business Name: _____

Trade Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Fax: _____

SHIP TO:

Business Name: _____

Contact Name: _____

Address: _____

City: _____ State _____ Zip _____

Telephone: _____

Fax _____

MANAGEMENT INFORMATION

Business Type: _____ Proprietorship _____ Partnership _____ Corp _____ Limited Liability

If business structure is a Partnership, Corporation, or Limited Liability Company, give the legal name and Federal I.D. Number: _____

Building Facilities: _____ OWNED _____ LEASED _____ RENTED

Mortgage Holder/Landlord Name and Address: _____

Equipment: _____ OWNED _____ LEASED _____ RENTED

Lessor/Rentor Name and Address: _____

Length of Time in Business (Years) : _____ NY Liquor License Number _____

Dun and Bradstreet Listed Y / N

If under 2 years:

Previous Business and Address: _____

Length of Time in Previous Business: _____

References:

Complete the following information for all Corporate Officers, Partners, or Proprietors

| | | |
|----------------------------|-------------------------|-------------------------|
| Full Name and Title | Social Security# | Drivers License# |
|----------------------------|-------------------------|-------------------------|

| | | | | |
|---------------------|-------------|--------------|------------|-------------------|
| Home Address | City | State | Zip | Telephone# |
|---------------------|-------------|--------------|------------|-------------------|

| | | |
|----------------------------|-------------------------|-------------------------|
| Full Name and Title | Social Security# | Drivers License# |
|----------------------------|-------------------------|-------------------------|

| | | | | |
|---------------------|-------------|--------------|------------|-------------------|
| Home Address | City | State | Zip | Telephone# |
|---------------------|-------------|--------------|------------|-------------------|

| | | |
|----------------------------|-------------------------|-------------------------|
| Full Name and Title | Social Security# | Drivers License# |
|----------------------------|-------------------------|-------------------------|

| | | | | |
|---------------------|-------------|--------------|------------|-------------------|
| Home Address | City | State | Zip | Telephone# |
|---------------------|-------------|--------------|------------|-------------------|

BANK INFORMATION

| | | | | |
|------------------|----------------|-------------|--------------|------------|
| Bank Name | Address | City | State | Zip |
|------------------|----------------|-------------|--------------|------------|

Contact Person: _____

PHONE: _____ **FAX:** _____

TRADE REFERENCES

Name: _____ **Address:** _____

Contact Person: _____

PHONE: _____ **FAX:** _____

Name: _____ **Address:** _____

Contact Person: _____

PHONE: _____ **FAX:** _____

Name: _____ **Address:** _____

Contact Person: _____

PHONE: _____ FAX: _____

TERMS OF CREDIT AGREEMENT

The undersigned represents that he or she is authorized to execute this application on behalf of the applicant and that all of the information contained in this Application is true. The undersigned authorizes Joseph Aiello and Sons Inc. ("Aiello & Sons") and its agents to make credit inquiries and obtain whatever credit information is deemed necessary to extend credit hereunder and authorizes any credit reference and any credit bureau or reporting service to release information to Aiello and Sons.

1. All payments are due and payable within seven (7) days of each statement, unless longer terms are negotiated. If any account is not paid when due, Aiello & Sons may charge interest (including post-judgment interest) at the annual rate of 18% until the total account balance is paid in full.
2. In the event that the account becomes delinquent, the applicant agrees to pay for all costs of collection, including all pre- and post-judgment attorney fees. Attorneys' fees may be liquidated a thirty-three percent (33%) of the outstanding balance due on account at Aiello and Sons election.
3. Any dispute between the parties shall be litigated in the appropriate court in Albany COUNTY or such other county as Aiello & Sons, in its sole discretion, shall determine is appropriate.
4. Aiello & Sons shall have a purchase-money security interest in all goods delivered by Aiello & Sons to the Applicant. Title to said goods shall remain with Aiello & Sons and Aiello & Sons shall be allowed to obtain a pre-judgment writ of replevin in the event payment is not made in accordance with the established terms of credit. The Applicant authorizes Aiello & Sons to execute a Form UCC-1 on the Applicant's behalf to secure any money due Aiello & Sons.
5. The signer hereof individually and not any representative capacity shall be responsible for all checks returned to Aiello & Sons from the payor bank for any reason whatsoever.
6. The applicant is responsible for all goods and services delivered to the address listed on the reverse side of this application or such other addresses as is directed by the applicant's employees or agents until the applicant notifies Aiello & Sons, via

certified mail, that it no longer wishes to be responsible for deliveries to said addresses.

7. All goods delivered by Aiello & Sons in reliance on this credit application shall be deemed authorized by the purchaser thereof if delivered to the address on the reverse side of this application. The Applicant waives any right to claim improper delivery if the goods delivered are not rejected upon delivery. Any claim for goods that have been accepted must be submitted to Aiello and Sons, in writing, within five days of delivery.

Date: _____

Witness

Signature

Printed Name

Printed Name

GUARANTY

The undersigned personally guarantees all payments due Aiello and Sons by the applicant including all costs of collection as set forth above and agrees to litigate any dispute in the appropriate court in Albany COUNTY or such other county as Aiello and Sons may choose. The undersigned further consents to garnishment of wages if Aiello and Sons obtains a judgment against the undersigned. Finally, the undersigned agrees to notify Aiello and Sons, via certified mail, of any change of ownership of the Applicant.

Date: _____

Witness

Signature

Printed Name

Printed Name