



PLEASE PRINT ALL INFORMATION

SHIP TO:

Legal Name: _____

Trade Name: _____

Street Name: _____

City, State, Zip: _____

Phone#: _____ Fax #: _____

BILL TO (if different):

Legal Name: _____

Trad Name: _____

Street Name: _____

City, State, Zip: _____

Email Address: _____

TYPE OF BUSINESS: *Proprietorship ___ *Limited Partnership _____
*General Partnership ___ *Corporation _____ LLP ___ LLC ___
List General Partner
State

FEDERAL ID #: _____

Location: ___ Owned ___ Leased ___ Mortgage or Leaseholder: _____

Equipment: ___ Owned ___ Leased ___ Leaseholder if Leased: _____

How long this owner in business at this location? _____

Who is responsible for the invoice payments? _____ Name

Estimated Weekly Purchases? _____

OWNERSHIP OF CORPORATE OFFICER IF CORPORATION INFORMATION/OTHER OFFICERS/MEMBERS OR DIRECTORS FOR NON CORPORATE ENTITIES

Name: _____ Title: _____ Home Address: _____ City, State, Zip: _____ Phone No: _____ Social Security No: _____ Driver License No: _____
Name: _____ Title: _____ Home Address: _____ City, State, Zip: _____ Phone No: _____ Social Security No: _____ Drivers License No: _____

Name and Address of Resident Agent _____

REFERENCES

Table with 3 columns: NAME, PHONE NUMBER, FAX NUMBER. Rows 1, 2, 3.

Bank Reference:

Name: _____ Account Number: _____

2221 BERLIN STREET, BALTIMORE, MD 21230-1637
410-727-6210 800-342-WING FAX: 410-727-5898

TERMS AGREEMENT

Requested Terms: COD _____
 CHARGE _____

The customer and guarantors below agree all purchases made by them from Holly Poultry Inc. are subject to the following Conditions:

(1) Upon credit approval the customer will be granted a dollar line of credit and a payment time length. It is understood seller is under no obligation to extend any credit. Holly at its discretion, will have the right to increase, decrease, or cancel these credit terms at anytime and customer and guarantors will remain obligated for any credit theretofore extended.

(2) All goods and services purchased by the customer are due in full at sellers' distribution facility. Furthermore, all goods and services obtained by purchaser will be by the terms and conditions herein. Failure to do so will result in a delinquency charge of 1 1/2% month or maximum rate permitted by law.

(3) All checks returned by customer's bank are subject to a \$25 service charge per deposit.

(4) Customer and guarantors agree to abide by the terms and conditions herein for payment and additionally agree to pay all costs of collection including attorney fees of 33 1/3 percent and all court costs should this account become past due. The customer and guarantors authorize any attorney to appear in any court of competent jurisdiction and confess judgment against them for any amount due, including interest and attorney's fees. Further, in the Commonwealth of Virginia, the customer and all guarantors nominate, constitute and appoint Abigail A. Miller as their attorney-in-fact with authority to confess judgment against them for the unpaid balance, interest, costs and attorneys fees as allowed herein and due and owing in the office of the Clerks of the Circuit Courts of Loudoun County, Fairfax County, Arlington County, City of Alexandria, and Prince William County, all in the Commonwealth of Virginia. Should the authorization for confession of judgment be deemed invalid, the remaining provisions of this instrument shall remain in full force and effect. **THIS INSTRUMENT CONTAINS A CONFESSION OF JUDGMENT PROVISION WHICH CONSTITUTES A WAIVER OF IMPORTANT RIGHTS YOU MAY HAVE AS A DEBTOR AND ALLOWS THE CREDITOR TO OBTAIN A JUDGMENT AGAINST YOU WITHOUT ANY FURTHER NOTICE.**

(5) The customer and guarantors hereby authorize Holly Poultry Inc. To verify our credit and further authorize any creditor to divulge requested creditor information.

(6) This agreement shall be construed and enforced in accordance with the law of the State of Maryland. Customer and guarantor consent to the exercise of personal jurisdiction over them by the courts of the State of Maryland and agrees that venue and jurisdiction shall be proper in any county, of the State of Maryland or in Baltimore City, or in the United States District Court of Maryland, in addition to any other court in any jurisdiction where customer or guarantors have their place of business or residence.

Print Name of Business

Date _____

Holly Reps Name. _____

Signature

Signature: _____

Printed Name & Title

PERSONAL GUARANTY

In consideration of credit extension by Holly Poultry Inc.. (herein called company) to the above referenced customer the undersigned (herein called guarantors) jointly and severally personally guarantee to the Company the payment, at 2221 Berlin Street, Baltimore, Maryland 21230 or any such place the company may designate, of any obligation of the customer that is due or may become due to the company including costs of collection and attorney's fees as set forth above. We/I authorize any attorney to appear in any court of competent jurisdiction and confess judgment against he/she/them for any amount due, including interest and attorney's fees of 25%. Further, in the Commonwealth of Virginia, all guarantors nominate, constitute and appoint Abigail A. Miller as their attorney-in-fact with authority to confess judgment against them for the unpaid balance, interest, costs and attorneys fees as allowed herein and due and owing in the office of the Clerks of the Circuit Courts of Loudoun County, Fairfax County, Arlington County, City of Alexandria, and Prince William County, all in the Commonwealth of Virginia. Should the authorization for confession of judgment be deemed invalid, the remaining provisions of this instrument shall remain in full force and effect. **THIS INSTRUMENT CONTAINS A CONFESSION OF JUDGMENT PROVISION WHICH CONSTITUTES A WAIVER OF IMPORTANT RIGHTS YOU MAY HAVE AS A DEBTOR AND ALLOWS THE CREDITOR TO OBTAIN A JUDGMENT AGAINST YOU WITHOUT ANY FURTHER NOTICE.** This guaranty is absolute and unconditional. Liability hereunder is joint and several with customer and this guaranty may be enforced without any prior attempt by the company to collect from customer. Gurantors waive homestead and all other exemptions and stay of execution and right of appeal. I/We have read the entire customer application form and agree to all terms conditions and covenants contained therein.

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Social Security No: _____

Social Security No: _____

Date of Birth: _____

Date of Birth: _____

Address: _____

Address: _____

City: _____ State: _____ Zip: _____

City: _____ State: _____ Zip: _____

SALES & USE TAX CERTIFICATE

THE UNDERSIGNED HEREBY CERTIFIES that all tangible property purchased afer this date will be purchased for the purpose indicated unless otherwise specified on each order and this certificate shall remain if effect until revoked in writing.

CHECK PROPER BOX:

- 1. Tangible property for RESALE only.
- 2. Tangible property 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 or a simultaneous purchase and taxable leaseback.
- 3. Packaging materials such as container, labels, sacks, cans, boxes, drums or bags that are marketed with a product being sold and become the property of the purchaser.
- 4. For use by Federal, State, or any County or municipality of this State, supported by official purchase orders.
- 5. Tangible personal property purchased or leased for use or consumption by a non-profit or other institution of learning (school).
- 6. Equipment and supplies sold to and used by a volunteer fire department or rescue squad, not conducted for profit, for use DIRECTLY in fire fighting, rescue, or training operations.

Sales and Use Tax Certificate of Registration No. must be stated below by person purchasing under categories 1 through 6.

KIND OF BUSINESS engaged in by purchaser_____

Any tangible personal property obtained under this certificate of exemption is subject to the state and use tax if it is used or consumed by the purchaser in any manner other than indicated on this certificate.

I declare, under penalties of false swearing, that this certificate has been examined by me and to the best of my knowledge and belief is true and correct, made in good faith, pursuant to the sale and use tax laws of the state.

Purchasers firm name	Certificate of Registration

Address (city, state. zip)	

By	Title (Owner, Partner, Official)

FOR COMPANY USE ONLY:

Date Received:_____ Salesman_____

Approved By:_____

Terms:_____ Date Approved:_____ Dollar Limit:_____