

MAYS MEATS, INC
541 E MAIN AVE
TAYLORSVILLE, NC 28681
(828) 632-2034
FAX (828) 632-7081

CREDIT APPLICATION

DATE: _____

BUSINESS NAME: _____

MAILING ADDRESS: _____

SHIPPING ADDRESS: _____

TELEPHONE NUMBER: _____ **CEL NUMBER** _____

FAX NUMBER _____ **HOME NUMBER** _____

BUSINESS FEDERAL ID # _____ **STATE SALES TAX #** _____

BUSINESS OWNERS NAME: _____

OWNERS ADDRESS: _____

OWNERS DL & SS #'S _____

OF YEARS IN BUSINESS: _____

BUSINESS OPERATION HOURS: _____

OFFICE HOURS _____

PURCHASE CONTACT PERSON(S): _____

ACCOUNTS PAYABLE CONTACT(S): _____

TRADE REFERENCES (PLEASE LIST THREE)

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

CONTACT PERSON(S): _____

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

CONTACT PERSON(S): _____

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

CONTACT PERSON(S): _____

BANKING REFERENCE:

NAME OF BANK: _____

CONTACT PERSON(S): _____

**THE ABOVE INFORMATION IS, TO THE BEST OF MY KNOWLEDGE, TRUE AND CORRECT.
WE WISH TO BE CONSIDERED FOR OPERATING AN ACCOUNT WITH MAYS MEATS, INC.**

PLEASE SIGN

DATE

TITLE

GUARANTY AGREEMENT

TO: Mays Meats, Inc.

THE UNDERSIGNED, DOES HEREBY COVENANT AND AGREE THAT AS AN INDUCEMENT FOR YOU TO EXTEND CREDIT TO:

NAME

NAME

ADDRESS

(WHETHER ONE OR MORE, HEREINAFTER REFERRED TO AS "DEBTOR(S)" AND IN CONSIDERATION THEREOF, THE UNDERSIGNED HEREBY GUARANTEES TO YOU AND YOUR SUCCESSORS AND ASSIGNS THE DUE AND PUNCTUAL PAYMENT OF ANY AND ALL INDEBTNESS, NOTES, DRAFTS, OBLIGATIONS INCLUDING OPEN ACCOUNTS FOR MERCHANDISE AND SUPPLIES AT ANY TIME, NOW OR HEREAFTER, INCURRED WITH OR HELD BY YOU, TOGETHER WITH INTEREST AND ATTORNEY'S FEES, IF APPLICABLE, IN AND WHEN THE SAME IS DUE AND PAYABLE WHETHER BY ACCELERATION OR OTHERWISE IN ACCORDANCE WITH THE TERMS OF ANY SUCH INDEBTEDNESS, OBLIGATIONS, NOTES, DRAFTS OR OPEN ACCOUNTS AND ANY OTHER AGREEMENT EVIDENCING SUCH INDEBTEDNESS.

THIS GUARANTY SHALL CONTINUE FOR TEN (10) YEARS ONCE MADE; HOWEVER, THIS GUARANTY MAY ONLY BE CANCELLED IN WRITING BY A DULY AUTHORIZED REPRESENTATIVE OF MAYS MEATS, INC SPECIFICALLY REFERRING TO THIS GUARANTY AGREEMENT. IN THE EVENT OF CANCELLATION, SAID CANCELLATION SHALL ONLY AFFECT DEBTS TO PRINCIPAL, INTEREST AND ANY ATTORNELY'S FEES, IF APPLICABLE, FOR WHICH THE UNDERSIGNED SHALL BE LIABLE AS HEREIN SET FORTH SHALL BE WITHOUT LIMIT BASED UPON THE AMOUNT OF THE INDEBTEDNESS, OBLIGATIONS, NOTES, DRAFTS O BALANCE OF ACCOUNT TOGETHER WITH INTEREST AND ATTORNEY'S FEES, IF APPLICABLE, DUE MAYS MEATS, INC. FROM DEBTOR(S).

THIS GUARANTY OF PAYMENT IS AN ABSOLUTE PROMISE TO PAY THE INDEBTEDNESS, OBLIGATION, NOTES, DRAFTS AND OPEN ACCOUNTS OF THE DEBTOR(S) AND SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NORTH CAROLINA.

WITNESS OUR HANDS AND SEALS, THIS _____ DAY OF _____ 200__.

SEAL

SEAL

SEAL

WITNESS:

MAYS MEATS, INC

TERMS AND CONDITION OF SALE

- 1. TERMS OF SALE ARE COD FOR FIRST SIX MONTHS. AFTER SIX MONTHS OF TIMELY PAYMENTS CREDIT MAY BE ISSUED FOR NET OF 7 DAYS.**
- 2. THE BUYER AGREES TO PAY INTEREST ON ALL PAST DUE INVOICES AT AN ANNUAL RATE OF 18 % OR HIGHEST AMOUNT ALLOWED BY LAW.**
- 3. THE BUYER AGREES TO PAY ALL COSTS OF COLLECTION, INCLUDED BUT NOT LIMITED TO, COURT COSTS, FILING FEES, DAMAGES AND REASONABLE ATTORNEY'S FEES.**
- 4. THE BUYER AGREES TO NOTIFY MAYS MEATS, INC IN THE EVENT OF ANY CHANGE IN OWNERSHIP OR FINANCIAL CONDITIONS.**
- 5. THE FAILURE OF MAYS MEATS, INC TO EXERCISE ANY OF ITS RIGHTS IS NOT A WAIVER OF ITS RIGHT TO EXERCISE THEM IN THE FUTURE. THESE TERMS AND CONDITIONS OF SALE WILL BE UNAFFECTED BY ANY SPECIAL ARRANGEMENTS, MODIFICATION, OR EXTENSIONS OF TERMS, SHOULD BUYER FAIL TO HONOR SAID SPECIAL ARRANGEMENTS, MODIFICATIONS, OR EXTENSION OF TERMS. BUYER WAIVES NOTICES, PRESENTMENT, AND DEMAND FOR PAYMENT.**
- 6. IN THE EVENT OF DEFAULT, THE BUYER AGREES TO HAVE ALEXANDER COUNTY, STATE OF NORTH CAROLINA AS PROPER VENUE FOR ANY LAWSUIT FILED TO ENFORCE COLLECTION.**
- 7. THE BUYER AGREES THAT FAILURE TO MEET TERMS WILL RESULT INTO IMMEDIATE ACTION OF RETURNING TO COD FOR A SIX MONTH PROBATION PERIOD TO REESTABLISH CREDIT.**
- 8. ALL ORDERS MUST BE PLACED THE DAY BEFORE BY 12:00 NOON.**
- 9. ALL ORDERS NEED TO BE AT LEAST \$150.00 TO RECEIVE DELIVERIES.**

I/WE HAVE READ AND UNDERSTAND THE ABOVE TERMS AND CONDITION OF SALE, AND BY MY/OUR SIGNATURE AGREE TO ABIDE BY SAME.

AUTHORIZED SIGNATURE

TITLE **DATE**

AUTHORIZED SIGNATURE

TITLE **DATE**