

SWISS-BURGER**MEAT CO.**

Phone: (316) 838-7514

Fax: (316) 838-6648

swissburger@sbcglobal.net**REQUEST FOR NEW ACCOUNT**

S H I P T O	Corporate Name
	(DBA) Trade Name
	Address
	Phone Number

B I L L T O	Name
	Phone Number
	Address
	Attention of

COMPANY INFORMATION
☐ Corporation ☐ Limited Partnership ☐ Partnership ☐ Sole Proprietorship ☐ LLC
PRINCIPAL OWNER OR AUTHORIZED OFFICER OF BUSINESS

Has applicant or any officers, partners, owners or members ever filed bankruptcy? ☐ YES ☐ NO Who and when?
Are there any outstanding liens or judgements? ☐ YES ☐ NO
List the names of any affiliated, subsidiary or parent companies of applicant. List the names of any other business operated by any officer, partner or owner, whether past or present. _____ _____

A/P Contact: _____ A/P Phone: _____ Fax: _____

Email: _____

Federal ID Number: _____ Sales Tax Number: _____

New Owner? ☐ YES ☐ NO If yes, purchase date _____ Years in business: _____

Date Company Established _____ Previous Location/Experience _____

Building/Facilities: ☐ Owned ☐ Leased Mortgage/Lease Holder _____
Name and addressEquipment: ☐ Owned ☐ Leased Mortgage/Lease Holder _____
Name and address

GENERAL INFORMATION

\$ _____
Estimated Weekly Purchases

- ☐ Restaurant/Fine Dining ☐ Fast Food ☐ School ☐ Hotel/Motel ☐ Hospital ☐ Nursing Home

TERMS REQUESTED

(Check One)

- ☐ C.O.D. ☐ Weekly ☐ Bi-weekly ☐ Monthly

**If credit is requested, please allow up to 3 weeks for processing.

Any company/owner that has been in business for less than one (1) calendar year will be put on C.O.D. automatically until which time one (1) calendar year has passed with the account in good standing. Said customers can either pay C.O.D. with cash or pay with a credit card that is on file with the company.

C.O.D. CUSTOMERS: (Please select which method of payment you would prefer)

- ☐ Cash on Delivery ☐ Credit Card on File

Complete the following for all Corporate Officers, Partners, or an individual Proprietor. If Partnership, list the general partner. If the general partner is a Corporation, list the Officers and Title.

Name	Social Security No.	Title	Home Address	City, State, Zip	Home Phone

CONTINUING GUARANTY OF PAYMENT

1. The undersigned hereby consent(s) to Swiss Burger Brand Meat Company's (herein after referred to as Swiss Burger) use of a customer credit report on the undersigned to further evaluate the credit worthiness of the undersigned as principle(s), proprietor(s), and/or guarantor(s) in connection with the extension of business credit as contemplated in this credit application. The undersigned hereby authorize(s) Swiss Burger to utilize a consumer credit report on the undersigned from time to time in connection with the extension or continuation of the business credit represented by this credit application. The undersigned as a(n) individual(s) hereby knowingly consent to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15 U.S.C. sec. 1691 et seq.
2. The undersigned do hereby jointly and severally guarantee the prompt payment of any indebtedness which may, at this time and from time to time be incurred to you, Swiss Burger, by the named purchaser and, in this respect, you shall not be required to first proceed against said purchaser.
3. This guarantee shall accrue to and be for the benefit of not only Swiss Burger, but to its successors and assigns as well.
4. In the event of any default at any time by the purchaser herein above mentioned, you shall be entitled to look to the undersigned immediately for such payment without prior demand of notice.
5. The liability of the undersigned shall not be impaired or affected by any extension of time or other indulgence which Swiss Burger, may, in its discretion, prove the purchaser, nor shall said liability be impaired or affected by any exchange or substitution of goods.

6. This guarantee shall continue in full force and effect without limitation, and shall extend to all purchases, until such time as the undersigned shall give Swiss Burger written notice of revocation by registered mail. Revocation shall be effective on Swiss Burger's receipt of notice. Such notice of revocation shall be ineffective as to any existing indebtedness and any transaction or commitment previously undertaken by Swiss Burger, in reliance upon this guaranty. If legal action is necessary venue will be in the City of Wichita, County of Sedgwick, and State of Kansas.

ALL OWNERS MUST SIGN

Dated this _____ day of _____, 20____.

_____ Guarantor Signature	_____ Printed Name	_____ Witness
_____ Guarantor Signature	_____ Printed Name	_____ Witness
_____ Guarantor Signature	_____ Printed Name	_____ Witness

TERMS OF AGREEMENT

The undersigned ("Purchaser") agrees that all purchase made by Purchaser from Swiss Burger ("Seller") are subject to the following terms and conditions.

1. All amounts due for goods and services purchased from Seller are payable at the Seller's distribution facility from which the goods and services are delivered. Purchaser acknowledges that such amounts are not payable in installments, but are payable in full as stated herein.
2. All amounts due Seller are payable in accordance with the payment terms granted by Seller's credit department from which the goods and services are delivered. If any amount due to Seller that is not paid in accordance with such payment terms, a delinquency charge shall be added to the sum due, which charge shall equal the amount obtained by multiplying the delinquent balance by the lesser of (a) eighteen percent (18%) per annum or (b) the maximum lawful rate permitted to be charged under Kansas State Law.
3. Purchaser shall pay Seller a service charge in the amount of \$30.00 for all check returned by Purchaser's bank; provided, however, that such service charge shall not be due and payable in the event such payment would result in the violation of the usury laws of the applicable jurisdiction.
4. In consideration of the services or good provided to the undersigned, by Swiss Burger, the undersigned agrees to pay all charges made for the goods or services so provided to the undersigned. If the undersigned fails to pay all charges when due and the past due account is referred to an attorney or agency for collection, the undersigned agrees to pay reasonable attorney's fees and/or collection expenses.
5. This Agreement has been entered into and shall be governed by the laws of Kansas and the transactions contemplated hereunder shall be deemed to have taken place in Kansas. Purchaser knowingly agrees and consents to the jurisdiction and venue of any state or federal court located in Kansas.

"Purchaser"

_____ Date	_____ Type of Print name of Corporation, Limited Partnership, Partnership, Proprietorship, LLC
_____ Signature	_____ Printed Name
	_____ Title

NO ALTERATIONS

TRADE REFERENCES (OTHER VENDORS)

*Please give account name/number where applicable.

NAME	
ADDRESS	
CITY, STATE, ZIP	
ACCOUNT NUMBER	PHONE NUMBER

NAME	
ADDRESS	
CITY, STATE, ZIP	
ACCOUNT NUMBER	PHONE NUMBER

NAME	
ADDRESS	
CITY, STATE, ZIP	
ACCOUNT NUMBER	PHONE NUMBER

NAME	
ADDRESS	
CITY, STATE, ZIP	
ACCOUNT NUMBER	PHONE NUMBER

BANKING

Authorized Check Signer	Driver's License Number	Social Security Number
Bank Name	Bank Officer	
Address	Bank Phone Number	Checking Account Number
City, State, Zip	Bank Fax Number	Loans Account Number(if applicable)

BANK RELEASE AUTHORIZATION

Please provide Swiss Burger Brand Meat Company with information regarding my credit history with your firm.

I hereby authorize the release of this information for credit determination purposes.

Legal name of Company and/or Trade Name	
Authorized Signature	Printed name
Title	Date

KANSAS DEPARTMENT OF REVENUE

RESALE EXEMPTION CERTIFICATE

The undersigned purchaser certifies that the tangible personal property or service purchased from:

Seller: Swiss Burger Brand Meat Company
Business Name

Address: 3763 N Emporia Wichita, KS 67219
Street, RR, or P. O. Box
City
State
ZIP + 4

will be **resold** by me in the form of tangible personal property or repair service. I hereby certify that I hold valid Kansas sales tax registration number _____, and I am in the business of selling _____.
(May attach a copy of registration certificate)

 (Description of product(s) sold; food clothing, furniture, etc.)

Description of tangible personal property or services purchased: Meat and Poultry

I understand and agree that if the items purchased with this certificate are used for any purpose other than retention, demonstration, or display while being held for sale in the regular course of business, I am required to report and pay the sales tax, based upon the purchase price of the items.

Purchaser: _____
Name of Kansas Retailer

Address: _____
Street, RR, or P. O. Box
City
State
ZIP + 4

Signature: _____ Date: _____

THIS CERTIFICATE MUST BE COMPLETED IN ITS ENTIRETY.

WHO MAY USE THIS CERTIFICATE? Only those businesses and organizations that are registered to collect Kansas sales tax and provide their Kansas sales tax registration number on this form may use it to purchase inventory without tax. For additional information see Publication KS-1520, *Kansas Exemption Certificates*.

Nonprofit groups or organizations exempt by law from collecting tax on their retail sales of tangible personal property (such as a PTA or a nonprofit youth development organization) should use the exemption certificate issued to it by the Kansas Department of Revenue when buying items for resale.

Wholesalers and buyers from other states not registered in Kansas should use the Multi-Jurisdiction Exemption Certificate, Form ST-28M, to purchase their inventory. HOWEVER, if the inventory item purchased by an out-of-state retailer who has sales tax nexus with Kansas is drop shipped to a Kansas location, the out-of-state retailer must provide to the third party vendor a Kansas sales tax registration number, either on this certificate or the Multi-Jurisdiction Exemption Certificate, for the sale to be exempt. If the out-of-state retailer DOES NOT have sales tax nexus with Kansas, it may provide the third party vendor a resale exemption certificate evidencing qualification for a resale exemption, **regardless** of the state in which the retailer is registered for sales tax.

Contractors, subcontractors, or repairmen may not use this certificate to purchase their materials, parts, or tools. Retailer/Contractors should use a Retailer/Contractor Exemption Certificate, Form ST-28W, to purchase their resale inventory.

WHAT PURCHASES ARE EXEMPT? Only goods or merchandise intended for resale (inventory) are exempt. Tools, equipment, fixtures, supplies, and other items purchased for business or personal use are TAXABLE since the buyer is the final consumer of the property.

The items purchased with this certificate must correspond to the type of business buying them. For example, a retail clothing store may only reasonably purchase items of wearing apparel and accessories with this certificate. All other kinds of items are not usually sold by a clothing store to their customers and, therefore, cannot be purchased with this certificate.

LABOR SERVICES. This certificate applies ONLY to items of tangible personal property. A contractor may not use an exemption certificate to purchase the labor services of another contractor or subcontractor. Taxable labor services performed by a contractor can ONLY be purchased without tax with a Project Exemption Certificate issued by the department or its authorized agent.

RETAINING THIS CERTIFICATE: Sellers should retain a completed copy of this certificate in their records for at least three years from the date of sale. A seller is relieved of liability for the tax if it obtains a completed exemption certificate from a purchaser with which the seller has a recurring business relationship. A certificate need not be renewed or updated when there is a recurring business relationship between the buyer and seller. A recurring business relationship exists when a period of no more than 12 months elapses between sales transactions.

CREDIT CARD AUTHORIZATION

- Any company/owner that has been in business for less than one year must have a credit card on file with Swiss Burger. Said companies/owners have the option to pay COD or with the credit card on file. Please fill out the following information.
- Established companies/owners may elect to have a credit card on file with Swiss Burger and have all invoices automatically charged to the credit card one file. Please fill out the following information if you wish to have your credit card charged automatically for purchased.

I, _____,
(Cardholder Name)

hereby authorize Swiss Burger Brand Meat Company, to charge my credit card for the stated function (s). I state that I am the primary card holder or an authorized user for the credit card account, and will pay all charges incurred as agreed upon.

I am providing the credit card information for the following:

_____ For a one-time payment in the amount of \$_____.
Sign and date this form to authorize a one-time charge to your credit card or debit card.

_____ For a recurring payment
I authorize recurring payments to my credit card in the amount of the invoice provided at the time of delivery. A receipt for each payment will be emailed to you (upon request) and the charge will appear on your Credit Card or Bank Statement. You agree that no prior notice will be provided beyond the invoice at the time of delivery.

Company Name: _____

Cardholder
Name: _____

Card Type  ☐  ☐  ☐  ☐

Card Number

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Expiration Date: ____ / ____ / ____ CVC***: ____ ***Three digit code on the back of the card, four digit code for AMEX

Billing Address _____

City: _____ State: _____ Zip: _____

☐ Yes, please email me a copy of my payment receipt to the following email address:

_____.

☐ No, I do not need a copy of my payment receipt, my delivery invoice and Credit Card Statement are sufficient.

Cardholder Signature : _____ Date: _____