NEWPORT®

PURVEYORS OF FINE MEAT SINCE 1975

NEWPORT MEAT COMPANY

16691 HALE AVENUE
IRVINE, CALIFORNIA 92606

REMITTANCE ADDRESS:
POST OFFICE BOX 19726
IRVINE, CALIFORNIA 92623-9726

(949) 474 4040 • FAX (949) 474 8383

ORDER DEPARTMENT
(949) 474 9191 • (888) 781 2333

ACCOUNTING DEPARTMENT
(949) 399 4299 • FAX (949) 474 1439

CREDIT APPLICATION

SHIP TO:

Ownership Name

(DBA) Trade Name

Street Address

City, State, Zip Phone No.

Website Address

BILL TO:

Mailing Address

City, State, Zip

Trade Payable Contact

Accounts Payable Phone No. A/P Fax No.

Email Address

BUSINESS INFORMATION:

Length of present ownership: _____ New owner? ☐Yes ☐No Purchase Date: _____

Building/Facilities: ☐Owned ☐Leased Owner's name: _____

Do you ☐currently own or ☐have you in the past owned another restaurant/hotel? Dates: _____
If so, please list the name and address of the business:

Are you now doing or have you ever done business with Newport Meat Co? _____

If yes, under what name? _____

☐Proprietorship ☐Partnership ☐Limited Partnership ☐Corporation ☐Limited Liability Company ☐Non-profit

Federal Tax ID # _____

☐Restaurant/Fine Dining Seating Cap. _____ ☐Hotel No. of rooms _____ ☐Catering ☐Retail ☐Hospital/Nursing Home

Alcoholic Beverage License No.: _____ Resale Certificate No.: _____

Weekly purchases: $ _____ Monthly sales volume: $ _____ Number of employees: _____

INFORMATION ON OWNERS, PARTNERS OR CORPORATE OFFICERS:

	Name	Home Address	Home Phone #	Social Security #
1.				
2.				
3.				

BANKING INFORMATION:

Name: _____ Account No: _____
Address: _____ Phone No: _____
Contact: _____ Loan outstanding? _____

BUSINESS REFERENCES: (Food Purveyors only No liquor)

	Name	Account No.	Phone No.
1.			
2.			
3.			
4.			

FORM #CA100

(CONTINUED ON BACK PAGE)

Salesman No.: _____

TERMS, CONDITIONS & SECURITY AGREEMENT

1. Purpose and parties. This document is your credit application with Sysco Newport Meat Company ("Newport Meat Company"), and if your application is approved, your credit agreement with Sysco Newport Meat Company: Sysco Corporation, The Sygma Network Inc., Fresh Point, Inc., and each of their respective subsidiaries and affiliates (collectively "Sysco"). You may obtain a complete list of these companies from SYSCO's credit department. The term SYSCO in context therefore means one or more SYSCO companies that provide goods, services, credit, or financial accommodations, to customer from time to time. "Customer" means applicant. This application is not binding upon SYSCO unless approved by SYSCO in writing. Even if approved, SYSCO in its sole discretion may terminate customer's credit privileges under this credit agreement at any time without prior notice to customer, except as otherwise provided by law.
2. Scope of agreement. This credit agreement applies to all of customer's purchases of goods and services from Newport Meat Company. This agreement consists of these terms and conditions and any distribution agreements, invoices or other Newport Meat Company documents approved by Newport Meat Company in writing to evidence customer's obligations to Newport Meat Company, all of which are incorporated in this agreement by reference. Except as to quantity of goods ordered, customer agrees that Newport Meat Company is not subject to any terms and conditions set forth in any purchase order, confirmation or other communication from customer that would supplement or vary this agreement.
3. Payment and performance. Payment is due at the physical location of the Newport Meat Company that provided this credit application, or at such other address as Newport Meat Company may designate in writing from time to time. If customer does not pay or perform on time, all amounts owed, less any unearned charges, become immediately due and payable in full. Subject to any legal limits, Customer agrees to pay: Interest of 1.5% per month on past due amounts from date due until paid; all costs of collection (e.g., attorneys' fees and expenses); and a $25 fee for each returned item (whether check or ACH) that is dishonored for any reason, or such greater amount allowed by law. In each instance, all charges and fees, and Newport Meat Company's rights and remedies, are subject to and automatically constrained by applicable law.
4. Governing law; forum for disputes. The parties choose the laws of the state of California to govern all aspects of this credit application and agreement and all transactions between them, without regard to the conflicts of law provisions of that state. They designate the federal and state courts of that state as the exclusive place of venue and jurisdiction for any dispute between them; and customer waives any right customer might may have to transfer or change venue regarding customer's obligations to Newport Meat Company.
5. Special orders. If customer ceases doing business with Newport Meat Company for any reason, customer must immediately purchase from Newport Meat Company any remaining proprietary or special order items in Newport Meat Company's inventory obtained or held for customer.
6. Prompt notice of any nonconforming items. Customer agrees that Newport Meat Company is not responsible for any product nonconformity as to quantity, quality or price, unless noted on the original delivery receipt at the time of delivery, or unless Newport Meat Company is specifically notified in writing of the nonconformity within three (3) days of delivery by certified mail return receipt requested.
7. Credit approvals; no assignments. Newport Meat Company may establish a credit limit for customer's account. Customer agrees that Newport Meat Company in its sole discretion may increase, decrease or terminate credit at any time. Customer may not assign any rights or benefits under this credit agreement without Newport Meat Company's prior written consent, which consent may be withheld in Newport Meat Company's sole discretion. If customer is a corporation or other entity, a transfer or assignment of a majority of the equity interest in customer is considered an assignment within the meaning of this provision.
8. Credit reports and credit information. Newport Meat Company is relying upon the information provided by customer as inducement to extend credit to customer. Customer understands this and certifies to Newport Meat Company that all information customer has provided, or provides in the future, is true, complete, and not misleading, in each and every respect. Customer authorizes Newport Meat Company to investigate customer's credit and business affairs. Customer agrees that Newport Meat Company may request consumer reports and other available credit reports about customer in connection with this application, when Newport Meat Company is reviewing, updating or collecting credit from customer in the futures and as otherwise permitted by applicable law. Upon customer's request, Newport Meat Company will inform customer if a consumer report was requested and the name and address of any reporting agency that furnished and such consumer report. Customer agrees to notify Newport Meat Company in writing by certified mail return receipt requested of any material changes in customer's financial condition or business affairs, including, without limitation, any changes in financial information or condition, ownership, addresses, business locations, telephone, contact information, and other matters.
9. **Security Agreement. In the event this application is approved, customer hereby grants to Sysco Newport Meat Company and each Sysco-related company a continuing security interest in all presently owned or hereafter acquired property of customer consisting of: (a) goods; (b) inventory; (c) instruments; (d) chattel paper; (e) documents; (f) accounts; (g) accounts receivable; (h) general intangibles; (i) payment intangibles; and (j) any proceeds and all support obligations of any of the foregoing (together called the "collateral"). The collateral secures customer's liabilities and obligations to Sysco Newport Meat Company and each Sysco-related company, whether now existing or hereafter arising.**
   Events of default. The following constitute events of default: (a) not paying on time; (b) not performing on time; or (c) bankruptcy, insolvency, or assignment for the benefit of creditors with respect to customer; or any misrepresentation by customer to Sysco Newport Meat Company or any Sysco-related company. In the event of default, Sysco Newport Meat Company may declare all unpaid balances, less any unearned charges, immediately due and payable in full, without notice, and exercise all rights and remedies allowed by applicable law. Customer authorizes Sysco Newport Meat Company to execute on customer's behalf and file a financing statement describing the collateral. Sysco Newport Meat Company may name itself as agent for itself and the Sysco-related companies. Customer grants Sysco Newport Meat Company power of attorney to sign and file any financing statements, receipts, and other documents deemed necessary by Sysco Newport Meat Company to protect the rights of Sysco Newport Meat Company and the Sysco-related companies.
10. Severability. Each and every provision of the Agreement is severable from any and all other provisions of this Agreement. In the event that any provision of this Agreement is held to be invalid, the other provisions shall continue in full force and effect, and the offending provision, to the extent practicable, shall be reformed so as to achieve its intended purpose.
11. Other provisions. This Agreement is binding upon Newport Meat Company and customer and their respective heirs, successors, assigns, representatives and survivors and shall inure to the benefit of Newport Meat Company, its successors and assigns.
12. Notice to Newport Meat Company. Any notices that customer provides to Newport Meat Company regarding this credit agreement must be in writing and directed to the attention of Newport Meat Company's credit department manager at the company and address specified below:

Sysco Newport Meat Company
16691 Hale Avenue
Irvine, CA 92606

Notice for non-trade customers only. This notice is for applicants who have not requested trade credit from Sysco Newport Meat Company. If this application is not fully approved or if any other adverse action is taken, the applicant has the right to request a statement of specific reasons for such action within 60 days of Sysco Newport Meat Company's notification of such adverse action. Sysco Newport Meat Company must then provide the statement within 30 days of applicant's request. An applicant's request for a statement of specific reasons should be directed to: Sysco Newport Meat Company, 16691 Hale Avenue, Irvine, CA 92606. The Federal Equal Credit Opportunity Act prohibits creditors from discrimination against credit applicants on the basis of race, color, religion, national origin, sex, marital status, or age (provided that the applicant has the capacity to enter into a binding conduct); because all or part of the applicant's income derives from any public assistance programs; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning the creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

LEGAL NAME OF INDIVIDUAL OR BUSINESS ENTITY APPLICANT: DBA NAME (SHIP TO NAME)

BY AUTHORIZED AGENT: (PRINTED NAME AND TITLE) SIGNATURE & DATE

INDIVIDUAL PERSONAL GUARANTY

1. Purpose and parties. In this guaranty, Newport Meat Company has the same meaning set forth above in Newport Meat Company's Credit Terms and Conditions (the "Customer Agreement"). "Guarantor" means the person signing below, who represents that guarantor has a personal financial interest in customer and reasonably anticipates benefiting from any credit provided by Newport Meat Company to customer from time to time. Guarantor personally guarantees the prompt and punctual payment and performance when due of all of customer's liabilities and obligations to Newport Meat Company, including all past, present, and future obligations and liabilities. This is an absolute, unconditional, and continuing guaranty of payment, not a guaranty of collection. Guarantor may revoke this guaranty at any time as to future liabilities or obligations, but only effective upon written notice that specifically references this guaranty is given to Newport Meat Company's credit manager at the address specified in the customer Agreement and is receipted for by Newport Meat Company's credit manager.
2. Notices. Any notices that guarantor provides to Newport Meat Company must be in writing and directed to the attention of Newport Meat Company's credit manager at the company and address specified in the Customer Agreement.
3. Waivers and agreements. Guarantor waives notice of acceptance and reliance on this guaranty, notice of sales to customer or any liabilities or obligations incurred by customer, and notice of default by customer. Guarantor waives all suretyship rights or defenses, whether substantive or procedural, including without limitation, any defenses of the customer or guarantor, impairment of collateral, any requirement to join another person in suit, or to proceed against any party or any collateral, marshalling of assets, or other right or defense. Guarantor further agrees that guarantors's obligations to Newport Meat Company are not to be affected, excused, modified or impaired by any event now or hereafter occurring, or by any set-off, counterclaim or reduction of any obligation, or any defense of any kind or nature that guarantor has or may have against customer or Newport Meat Company. Newport Meat Company may proceed directly to enforce its rights under this guaranty without having to proceed against customer, or any collateral, or exercise any other remedy. Guarantor understands the benefit of and hereby waives and relinquishes any rights of indemnification, contribution, reimbursement, or exoneration, that may be asserted against customer if guarantor performs his or her obligations under this guaranty.
4. Credit information. Guarantor authorizes Newport Meat Company to investigate Guarantor's credit and business affairs. Guarantor agrees that Newport Meat Company may request consumer reports and other available credit reports about Guarantor in connection with this application, when Newport Meat Company is reviewing, updating or collecting credit from the customer or Guarantor in the future, and as otherwise permitted by applicable law. Upon Guarantor's request, Newport Meat Company will inform Guarantor if a consumer report was requested and the name and address of any reporting agency that furnished any such consumer report.
5. Payment and performance. Payment is due at the physical location of Newport Meat Company specified in the Customer Agreement or at such other address as Newport Meat Company may designate in writing from time to time. If guarantor does not pay or perform on time, all amounts owed, less any unearned charges, become immediately due and payable in full. Subject to any legal limits, guarantor agrees to pay: Interest of 1.5% per month on past due amounts from date due until paid; all costs of collection (e.g., attorneys' fees and expenses); and a $25 fee for each returned item (whether check or ACH) that is dishonored for any reason, or such greater amount allowed by law. In each instance, all charges and fees, and Newport Meat Company's rights and remedies, are subject to and automatically constrained by applicable law.
6. Governing law; forum for disputes. The parties chose the law of the state specified in the Customer Agreement to govern all aspects of this guaranty and all transactions between them, without regard to the conflicts of law provisions of that state. They designate the federal and state courts of that state as the exclusive place of venue and jurisdiction for any dispute between them; and guarantor waives any right they might may have to transfer or change venue regarding guarantor's obligations to Newport Meat Company.
7. Other provisions. This guarantee is binding upon guarantor and guarantor's heirs, successors, assigns, representatives and survivors, and inures to the benefit of Newport Meat Company. This guaranty may be assigned by Newport Meat Company without notice to guarantor. If executed by more than one, the guarantor's obligations shall be joint and several and all references to the singular are considered to include the plural.

PRINT NAME OF GUARANTOR SIGNATURE & DATE

PRINT NAME OF GUARANTOR SIGNATURE & DATE

PRINT NAME OF SYSCO NEWPORT MEAT COMPANY SALESPERSON WITNESSING THIS DOCUMENT SIGNATURE & DATE

USE OF A CORPORATE TITLE SHALL IN NO WAY LIMIT THE PERSONAL LIABILITY OF THE PERSONAL GUARANTY SIGNATORY.

AUTHORIZATION FOR CREDIT REPORT

The undersigned is executing this Authorization for Credit Report individually for the purpose of authorizing Newport Meat Company to obtain a consumer credit report from time to time on the undersigned individual(s) through credit and consumer reporting agencies or other sources, in order to further evaluate the creditworthiness of such individual in connection with the credit evaluation process and the proposed extension of business credit to the Applicant. The undersigned, as an individual, hereby knowingly consents to the use of such credit report in accordance with the federal fair credit reporting act as contained in 15 U.S.C.1681, ET SEZ., as amended from time to time.

PRINT NAME **X** _____ SIGNATURE **X** _____ DATE **X** _____