

# CUSTOMER APPLICATION

# AL PEAKE & SONS

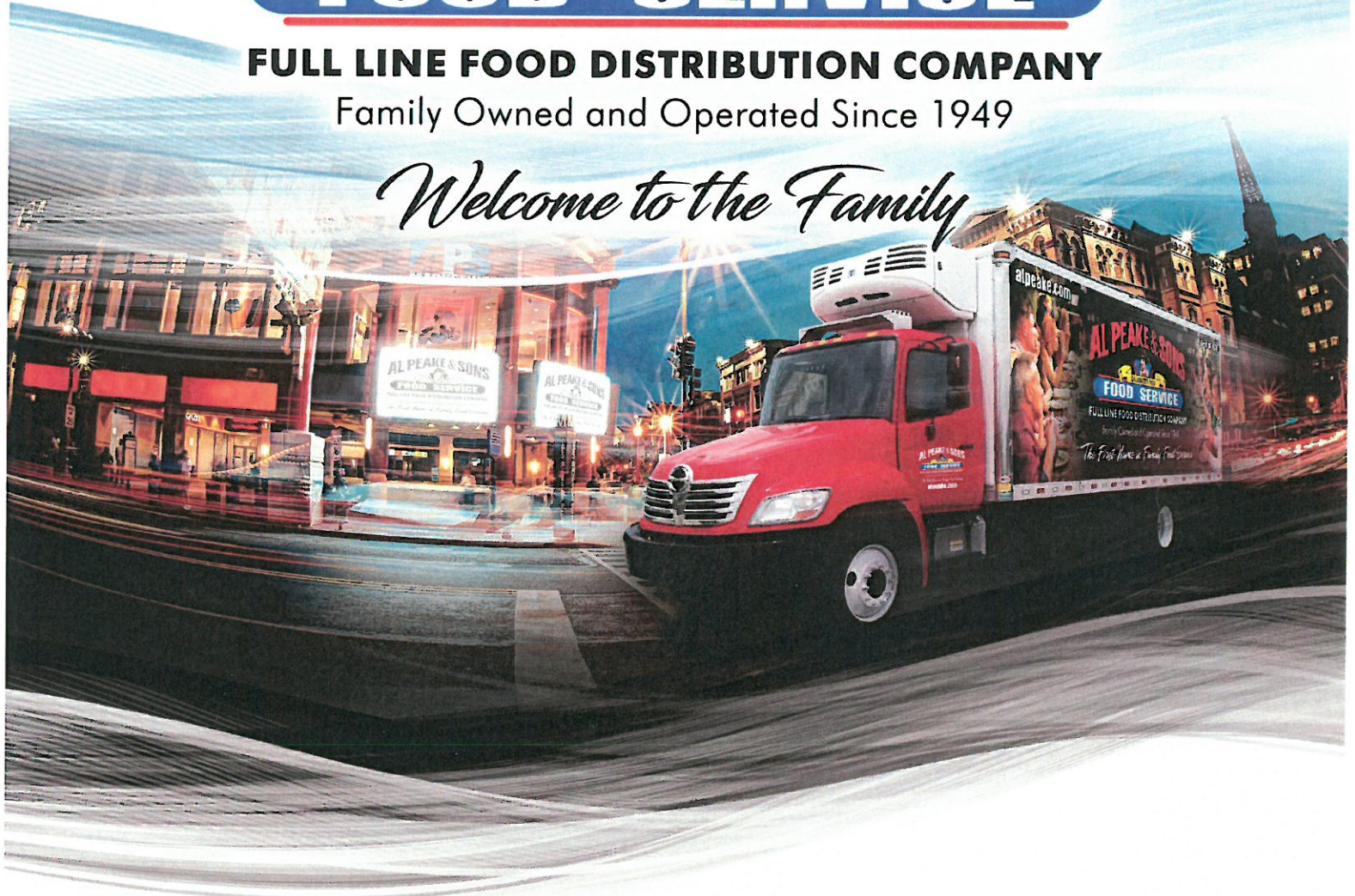


## FOOD SERVICE

**FULL LINE FOOD DISTRIBUTION COMPANY**

Family Owned and Operated Since 1949

*Welcome to the Family*



**COMPANY NAME**

**SALES PARTNER**

**AL PEAKE & SONS FOOD SERVICE**

4949 STICKNEY AVENUE • TOLEDO, OHIO 43612

TEL: (419) 243-9284 • FAX: (419) 243-3308

**www.alpeake.com**

VER. 3.5.19

**THE FIRST NAME IN FAMILY FOOD SERVICE**

# Welcome to the Family

Thank you for choosing our family, Al Peake & Sons Food Service, for your needs. Please complete the following application to open an account. To prevent delays in establishing your account, please complete all areas of the Customer Information, Terms of Sales Agreement and the Blanket Sales Document. If you would like to set up credit terms please complete the Credit Information. All new customers of Al Peake & Sons Food Service are automatically placed on COD terms. All COD payments are due the day of delivery. If you wish to have terms you must complete this entire application in full and be approved for credit.

## Business Information

Legal Business Name:

Date:

Trade Name (DBA):

Website:

Date Business Established:

Federal Tax ID Number:

Type of Ownership: (indicate one)  Partnership  Sole Owner  Corporation  Limited Liability Company  Non-Profit

*Provide the following information for all Individual Proprietors, General Partners or Corporate Officers*

## Customer Information

Name and Title:

Email:

Home Address:

City:

State:

Zip:

Drivers License Number:

Home Phone Number:

%Ownership:

Social Security Number:

Name and Title:

Email:

Home Address:

City:

State:

Zip:

Drivers License Number:

Home Phone Number:

%Ownership:

Social Security Number:

Is there a Billing Account  Yes (Complete Part 1 & 2)  No (Complete Part 1)

## Part 1 - Shipping Address

Business Street Address:

City:

State:

Zip:

Phone:

Fax:

Contact Name:

Position:

Alt Phone:

Email:

Contact Name:

Position:

Alt Phone:

Email:

## Part 2 - Billing Address

*(If different than shipping address)*

Business Street Address:

City:

State:

Zip:

Phone:

Fax:

Email:

Accounts Payable Contact:

Position:

Alt Phone:

## Part 3 - Additional Information

Type of Business:  Restaurant  Hotel  Retail  Catering  Non-Food  Janitorial/Sanitation  Wholesale  Healthcare  Education

Purchase Order Required:  Yes  No

Do you have any other locations or businesses:  Yes  No

If Yes please list (Name & City):

Business Social Media:  Facebook  Instagram  Snapchat  Twitter

## Part 4 - Detailed Shipping Information

Directions/Delivery Intersections:

Desired Delivery Window Time :

Desired Delivery Days:  MON/WED/FRI  TUES/THURS/SAT

Hours of Operation:

Please list any delivery time or location restrictions:

Key Drop:  Yes  No If No explain entry procedure:

Alarm:  Yes  No

Delivery door location:  Front  Rear  Side

Check all that apply:  Stairs  Elevator  Loading Dock  Basement

# CREDIT INFORMATION

- C.O.D.** - Payment due upon delivery. *Please check box(s) for terms requested.*
- CASH** - Green cash only.
- CREDIT CARD** - Credit card on file for customer.
- PAY NEXT** - With each delivery customers will be paying for previous invoice.
- 7 DAYS** - We grant 7 calendar days of invoices and on day 8 we collect for the previous weeks invoices.
- 14 DAYS** - We grant 14 calendar days of invoices and on day 15 we collect for the previous two weeks invoices.
- 21 DAYS** - We grant 21 calendar days of invoices and on day 22 we collect for the previous three weeks invoices.
- 30 DAYS** - We grant 30 calendar days of invoices and on day 31 we collect for the previous 30 days or month of invoices.
- ACH** - Electronic withdraw from customers bank account based on granted terms.

Accounts Payable Manager: \_\_\_\_\_

Full Name: \_\_\_\_\_

Personal Cell: \_\_\_\_\_

Email: \_\_\_\_\_

Fax: \_\_\_\_\_

Statement Delivery Method:

Email  Mail  Fax

**ALL CLAIMS, ISSUES, DAMAGES MUST BE COMMUNICATED TO THE OFFICE WITHIN 24 HOURS OF DELIVERY**

Amount of Credit Requested: \$ \_\_\_\_\_

Days Requested: \_\_\_\_\_

Total Weekly Sales: \$ \_\_\_\_\_

## Past & Present Credit History with Al Peake & Sons Food Service

Have you ever had credit with Al Peake & Sons Food Service before:  Yes  No

If Yes, under what business name: \_\_\_\_\_

If you are currently doing business at other locations please list (Name/City/State): \_\_\_\_\_

## Industry References

(Current Food Service and/or Disposable Supplies Only)

<b>Reference #1:</b>	<b>Name:</b> _____	<b>Industry Type:</b> _____	<b>A/R Contact:</b> _____
<b>Address:</b>	<b>Phone:</b> _____	<b>Fax:</b> _____	<b>Email:</b> _____
<b>Reference #2:</b>	<b>Name:</b> _____	<b>Industry Type:</b> _____	<b>A/R Contact:</b> _____
<b>Address:</b>	<b>Phone:</b> _____	<b>Fax:</b> _____	<b>Email:</b> _____
<b>Reference #3:</b>	<b>Name:</b> _____	<b>Industry Type:</b> _____	<b>A/R Contact:</b> _____
<b>Address:</b>	<b>Phone:</b> _____	<b>Fax:</b> _____	<b>Email:</b> _____

## Bank References

<b>Name of Bank:</b> _____	<b>Loan Officer/Contact:</b> _____
<b>Checking Account #:</b> _____	<b>Savings Account #:</b> _____
<b>Address:</b> _____	
<b>Phone Number:</b> _____	<b>Email:</b> _____

## Business Premises Information

<b>Business Premises:</b> <input type="checkbox"/> Owned <input type="checkbox"/> Leased	<b>Length on Premises:</b> _____
<b>Landlord(s) Name:</b> _____	<b>Landlord(s) Phone Number:</b> _____
<b>Landlord(s) Address:</b> _____	<b>Landlord(s) Email:</b> _____
<b>Pending Law Suits:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <b>Describe:</b> _____	<b>Have you ever filed Bankruptcy:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No

## ACH Auto-Deduct/Direct Debit Enrollment

Questions Call  
Nick Saris 419.243-9285

<b>Business Name:</b> _____	<b>Customer #:</b> _____	<b>Fax:</b> _____
<b>Contact Name:</b> _____	<b>Phone Number:</b> _____	<b>Email:</b> _____
<b>Billing Street Address:</b> _____		
<b>City:</b> _____	<b>State:</b> _____	<b>Zip:</b> _____
<i>*ACH Confirmation statement can be sent by Email address listed above by request.</i>		<b>Request ACH Confirmation:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
<input style="width: 100%;" type="text"/>		<input style="width: 100%;" type="text"/>
ENTER BANK ACCOUNT NUMBER		ENTER 9 DIGIT ROUTING NUMBER

<b>Bank Name:</b> _____	<b>Bank Phone Number:</b> _____	<b>Bank Contact:</b> _____
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Our company agrees to pay Al Peake & Sons Food Service by electronic funds transfer and hereby authorizes Al Peake & Sons Food Service to periodically debit the undersigned bank account(s) in line with payment terms provided by Al Peake & Sons Food Service. It is acknowledged that Al Peake & Sons Food Service will have no authority to draw upon the bank accounts of the undersigned at any time prior to the due date based on your payment terms as indicated on your invoice. In no event will Al Peake & Sons Food Service be authorized to withdraw any amounts in excess of the net invoice amount. Credits due and identified at the time of delivery will also be applied to the invoice prior to initiating the debit. This agreement may be revoked by the undersigned or Al Peake & Sons Food Service upon 30 Days written notice to either party. This agreement may be revoked immediately by Al Peake & Sons Food Service upon notification that any charge has not been paid due to insufficient funds, or is reversed by any bank, or the notice to Al Peake & Sons Food Service of the undersigned's bankruptcy. In the event my electronic or transfer is returned, I agree that a \$30.00 return item fee will be electronically charged to my account. The undersigned agrees to provide a copy of this agreement to its bank or another depository from which the direct debits are to be made and shall request such bank to cooperate with Al Peake & Sons Food Service in the payment of all charges.

**Please Attach a Copy of a Blank Voided Check**

**Print Name and Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

# Terms and Conditions

This Customer Application ("Application") is made to Al Peake and Sons, Inc., DBA Al Peake and Sons Daughter Too and DBA Al Peake Food Service, and its direct and indirect subsidiaries (referred to herein alternatively as "APS" or "Operating Company") for the purpose of inducing APS to extend credit accommodations to the applicant hereto ("Purchaser") named below, who agrees to fully comply with all terms and conditions herein. Purchaser further agrees that all purchases from APS by Purchaser or an agent, employee or representative on an open account basis also are subject to the following terms and conditions:

**1. Extension of Credit.** Upon written approval of this application by APS or any operating company, APS will extend reasonable credit as appropriate, in its sole discretion and, also at its sole discretion, shall have the right to terminate Purchaser's credit privileges at any time without prior notice, except as otherwise provided by law. Purchaser grants APS a security interest in all inventory of Purchaser now owned or hereafter acquired that is held for sale or lease or held as raw materials, work in progress or materials used in connection with Purchaser's business; all accounts of Purchaser now existing or hereafter at any time acquired; all contract rights of Purchaser now existing or hereafter at any time arising; all fixtures, all equipment, goodwill, intangibles and intellectual properties of Purchaser now owned or existing or hereafter at any time acquired or arising; and all proceeds and products of the foregoing. Purchaser will cooperate in executing any UCC filings related thereto.

**2. Payment Terms.** APS in its sole discretion may establish or determine payment terms with the customer or any related customer. APS reserves the right to modify payment terms for the customer or any related customer if, in APS's sole discretion, APS becomes aware of circumstances that may materially and adversely impact such entity's ability to meet its financial obligations when due. These rights to modify payment terms are not deemed to be a modification of the Terms and Conditions of this Credit Agreement for credit and are in addition to the rights described in any of APS's credit, return and collection policies that may have been provided to the customer.

**3. Credit Approvals: No Assignments.** APS may establish a credit limit for Customer's account. Customer agrees that APS in its sole discretion may increase, decrease or terminate credit at any time. Customers may not assign any rights or benefits under this Credit Agreement without APS prior written consent, which consent may be withheld in APS sole discretion. If Customer is a corporation or other entity, a transfer of assignment or a majority of the equity interest in Customer is considered an assignment within the meaning of this provision.

**4. Business Purposes.** Purchaser certifies that this request is for the extension of credit for business purposes only and is not intended for the extension of credit for personal, family or household purposes.

**5. Incorporation by Reference.** All purchases by Purchaser of goods and/or services from APS will be made in accordance with the terms and conditions of this Application and any applicable distribution agreement, invoice and/or other relevant documents evidencing Purchaser's obligations to APS, all of which are incorporated herein by this reference. In the event of any conflict between the terms and conditions of this Application and any distribution agreement, the terms and conditions of this Application shall control.

**6. Failure to Pay: Late Charge.** The entire outstanding balance due to APS by Purchaser on all invoices shall become due in full immediately upon the failure by Purchaser to pay any invoice when due. APS may at any time deduct the Purchaser's monetary obligations from the amounts owed to Purchaser by APS, and to pay only the net sum due, if any. Purchaser agrees to pay a late charge in the amount of 1.5% per month (18% per annum) or the highest rate permitted by law, if not otherwise prohibited by state law, on any past due amounts until collected, and Purchaser agrees to pay all costs of collection incurred by APS, including attorney's fees and expenses, should default in payment or any other obligation of Purchaser to APS occur.

**7. Dishonored Payments: Inactivity Fee.** Purchaser agrees to pay a fee of \$30.00 or the highest amount permitted by law, if not otherwise prohibited by state law, per occurrence for any returned items (checks or ACH) that are dishonored for any reason. APS reserves the right to impose an inactivity fee of \$ 30.00 per month against any credit balance presumed abandoned by the purchaser. An account is presumed abandoned if there is no activity for one year.

**8. Events of Default.** Each of the following constitutes an "Event of Default": (a) Not paying or performing all or any part of the obligations when due; (b) Any representation or warranty made or deemed made by the customer, or any Guarantor of the obligations (each a "Guarantor" and together with Customer, the "Obligated Parties"), in this Credit Agreement or in any related document shall be false, misleading, or erroneous in any material respect when made or deemed to have been made; (c) Any Obligated Party shall suspend or discontinue its business operations, or shall generally fail to pay its debts as they mature, or shall file a petition commencing a voluntary case concerning any Obligated Party under any chapter of the United States Bankruptcy Code; or any involuntary case shall be commenced against any Obligated Party under the United States Bankruptcy Code; or any Obligated Party shall become insolvent (howsoever such insolvency may be evidenced); (d) Any Obligated Party, shall fail to pay when due any principal of or interest on any debt (other than the Obligations), or the maturity of any such debt shall have been accelerated, or any event shall have occurred that permits any holder of such debt to accelerate the maturity thereof; (e) This Credit Agreement or any related documents shall cease to be in full force and effect or enforceability thereof shall be contested by any Obligated Party or any obligated party shall deny that it has any further liability under this Credit Agreement or any related documents, or any lien created by this Credit Agreement shall for any reason cease to be a valid, first priority perfected lien upon any of the Collateral purported to be covered thereby; or (f) The death or incapacity of any Guarantor. upon an Events of Default, APS may without notice terminate Customers' credit privileges under this Credit Agreement or declare the Obligations or any part thereof to be immediately due and payable, or both, and the same shall thereupon become immediately due and payable, without notice, demand, presentment, notice of dishonor, notice of acceleration, notice of intent to accelerate, notice of intent to demand, protest or other formalities of any kind, all of which are hereby expressly waived by Customer; provided, however, that upon the occurrence of an Event of Default under clause (c) above, the Customers' credit privileges shall automatically terminate, and the Obligations shall become immediately due and payable, in each case without notice, demand, presentment, notice of dishonor, notice of acceleration, notice of intent to accelerate, notice of intent to demand, protest, or other formalities of any kind, all of which are hereby expressly waived by Customer. In addition to the foregoing, if any Event of default shall occur and be continuing, APS may exercise all rights and remedies available to it in law or in equity, including, all the remedies of a secured party under the UCC, under this Credit Agreement, or otherwise. Reasonable notification of the time and place of any public sale of the collateral, or reasonable notification of the time after which any private sale or other intended disposition of the Collateral is to be made, shall be sent to Customer at the address provided in this application and to any other person entitled to notice under the UCC; provided that, if any of the Collateral threatens to decline speedily in value or is the type customarily sold on a recognized market, APS may sell or otherwise dispose of the Collateral without notification, advertisement, or other notice of any kind. It is agreed that notice sent or given not less than five (5) business days prior to the taking of the action to which the notice relates is reasonable notification.

**9. Choice of Law: Venue Enforceability.** This Application and all transactions between Purchaser and APS shall be governed by and interpreted in accordance with the laws of the state in which the Operating Company which provided this Application to Purchaser resides, without regard to the conflicts of law provisions thereof, and all actions and proceedings arising from, relating to or in connection with this Application shall be subject to the exclusive jurisdiction of any federal or state court located in that state. All parties agree that proper venue for any action related to this Application or the parties' relationship shall be in any federal court or state court situated in the county in which the Operating Company's principal place of business is located. The parties further agree that no forum non-convenience defense shall apply to any such action. If any particular provision of these Terms and Conditions is determined to be unenforceable then the remaining provisions shall continue in full force and effect.

**10. Proprietary/Special Orders.** If Purchaser ceases doing business with APS—for any reason, Purchaser shall be liable to APS for all remaining proprietary/special order items purchased for Purchaser by APS.

**11. Assignment; Amendment.** The Purchaser may not unilaterally assign this Application or any portion thereof without the prior written consent of APS, which consent may be withheld at APS's sole discretion. In the event of a change of control of Purchaser, Purchaser shall notify APS in writing by certified mail. In such event, APS may, in its sole discretion, immediately terminate this Agreement and declare all sums immediately due and payable, which sums may be provided from the proceeds of any such transaction; or allow the successor to assume all obligations hereunder in writing, subject to a determination of creditworthiness by APS, in APS's sole discretion. In any case, this Application shall be binding upon and inure to the benefit of the respective permitted successors and assigns of the parties hereto. No amendment to, or change, waiver or discharge of, any provision of these Terms and Conditions shall be valid unless in writing and signed by an authorized representative of APS.

**12. Perishable Agricultural Commodities Act.** Applicant and APS agree that for the sale of all products subject to the provisions of 7 U.S.C. Sections 499a through 499t and 7 C.F.R. Section 46.2(u) ("PACA Products"), the terms for payment to APS for such PACA Products shall be thirty (30) days from the date of invoice ("PACA Payment Terms"). Both parties further agree to file and maintain a copy of this agreement in their respective records and that the terms of payment for all PACA Products as agreed in this paragraph will be disclosed on all documents relating to each PACA transaction between the parties in a manner consistent with the terms of this paragraph. The PACA Payment Terms stated in this paragraph shall supersede all other agreements, customs, and practices between these parties relating to the payment terms for PACA Products. For any transactions between the parties involving both PACA Products and non-PACA Products, the PACA Payment Terms shall be used.

**13. Compliance with Federal Credit Laws.** If this Application is not fully approved or if any other adverse action is taken with respect to Purchaser's credit status with APS, Purchaser has the right to request within 60 days of APS's notification of such adverse action, a statement of specific reasons for such action, which statement will be provided within 30 days of said request. To obtain the statement of specific reasons, please contact the credit department of the Operating Company that provided this Application.

**THE FEDERAL EQUAL CREDIT OPPORTUNITY ACT PROHIBITS CREDITORS FROM DISCRIMINATING AGAINST CREDIT APPLICANTS ON THE BASIS OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, MARITAL STATUS, OR AGE (PROVIDED THAT THE PURCHASER HAS THE CAPACITY TO ENTER INTO A BINDING CONTRACT); BECAUSE ALL OR PART OF THE PURCHASER'S INCOME DERIVES FROM ANY PUBLIC ASSISTANCE PROGRAMS; OR BECAUSE THE PURCHASER 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.**

**14. Credit Level: Liability.** The approximate initial amount of credit that Purchaser requests shall not be binding upon APS, nor shall APS incur any liability by granting, reducing, increasing or refusing such amount. Purchaser recognizes that any credit requested or approved is not a limitation of liability, and Purchaser expressly agrees that it will be responsible for all goods and/or services purchased from APS.

**15. Certification; Authorization.** Purchaser hereby certifies that the information furnished under this Application and any other financial statements furnished in connection herewith, is true and correct and that this information is being provided to APS for the purpose of inducing APS to extend credit to Purchaser, and Purchaser understands and acknowledges that APS shall reasonably rely upon such information. Purchaser authorizes APS to investigate all references furnished pertaining to the credit and financial responsibility of Purchaser and to furnish the Purchaser's credit status to credit reporting agencies. Purchaser understands and agrees to be bound by the above terms and all invoices and other documents furnished by APS from time to time, all of which are incorporated herein by reference, and agrees to advise APS of any material change in the information provided herein, including but not limited to, change of address or telephone number. The Purchaser in all events shall notify APS in writing by certified mail of any changes of ownership of Purchaser. Purchaser understands that APS will retain this Application whether or not it is approved.

**16. Credit Card Transfer Authority.** At 60 days from the invoice date or 30 days from the due date, whichever comes later, APS reserves the right to transfer any unpaid balance to the Purchaser's Credit Card on file. In accordance with APS Policy and Visa and Mastercard association rules, a convenience fee of \$20.00 (twenty dollars USD) per transaction may apply for card, not present transactions. Each individual invoice is considered a transaction.

**17. Original Document.** Any reproduction of this Customer Application by reliable means will be considered an original.

**18. Limitation of Liability.** APS and Purchaser agree that neither party shall, in any event, be liable to the other party or its respective subsidiaries, affiliates, franchisees or operators for any type of consequential or punitive damages such as, but not limited to, loss of anticipated profits or business opportunity.

**19. Franchisor/Franchisee.** If Purchaser is a franchisee/ licensee, Purchaser's franchisor/licensor may derive revenue or other material consideration as a result of Purchaser's purchases from APS. Therefore, the price for the products sold by APS to Purchaser may include rebates, allowances, mark-ups or credits that are paid by APS to Purchaser's franchisor/ licensor in amounts determined by Purchaser's franchisor/licensor, which may not be shown on APS's invoice(s).

**ACCEPTANCE OF THIS APPLICATION DOES NOT INDICATE AN OFFER OF TERMS.**

**THE PERSON EXECUTING THIS AGREEMENT HAS AUTHORITY TO BIND THE CUSTOMER AND IS AUTHORIZED BY THE CUSTOMER TO ENTER INTO THE CREDIT APPLICATION TERMS AND CONDITIONS**

**Legal Name of Company**(Corporate, Partnership or Proprietorship Name):

**DBA Name**(Ship to Name):

**By Authorized Agent**(print name/title):

**Signature:**

**Date:**

## Authorization for Credit Report

**THE UNDERSIGNED IS EXECUTING THIS AUTHORIZATION FOR CREDIT REPORT INDIVIDUALLY FOR THE PURPOSE OF AUTHORIZING APS TO OBTAIN A CONSUMER CREDIT REPORT FROM TIME TO TIME ON THE UNDERSIGNED INDIVIDUAL 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 SEQ. AS AMENDED FROM TIME TO TIME.**

*Must be signed by executive in control of establishment and assets: Owner, Officer, or Partner.*

**Printed Name:**

**Signature:**

**Title:**

**Date:**

## Individual Personal Guarantee to Al Peake & Sons, Inc.

For consideration of and an inducement for Al Peake and Son, Inc., DBA Al Peake and Sons Daughter Too and DBA Al Peake Food Service, and its direct and indirect subsidiaries (referred to herein alternatively as "APS" or "Operating Company") to extend credit on an open account to Purchaser, the party identified in this Customer Application, the undersigned guarantor ("Guarantor") hereby personally, and not as an agent of Purchaser, irrevocably, absolutely and unconditionally without right of any deduction, set-off or otherwise, at all times, guarantee and agree to fully and promptly pay when due (including any acceleration thereof), as primary Guarantor any and all indebtedness owing to APS by Purchaser on said open account, whether said indebtedness now exists or is incurred hereafter, and whether for goods or services or in the form of notes, bills open, an account or any indebtedness in any other form. This Guarantee is absolute and continuing in nature until terminated by the written notice of Guarantor to APS, sent certified mail, return receipt requested, to Director of Credit, 4949 Stickney Ave., Toledo, Ohio 43612. Any termination of this Guarantee shall not terminate Guarantor's liability for any and all indebtedness incurred prior to the effective date of termination.

All information and Terms and Conditions appearing in the Customer Application, which is executed contemporaneously herewith, are hereby incorporated into this Guarantee by reference, including, but not limited to terms pertaining to interest charges, attorneys' fees and terms of credit. **GUARANTOR HAS READ AND UNDERSTANDS ALL OF THE PRINTED, TYPED AND HANDWRITTEN LANGUAGE APPEARING ON ALL PAGES OF THIS DOCUMENTS AND ACKNOWLEDGES THAT NO ESSENTIAL TERMS ARE OMITTED.**

Guarantor expressly waives notice from APS of acceptance and reliance on this Guarantee, notice of sales made to Purchaser and notice of default by Purchaser. Guarantor expressly consents to any modification or renewal of the terms of credit granted to Purchaser from time to time and waives notice of any such modification or renewal.

**Termination.** This guarantee is a continuing and irrevocable guaranty of all Guaranteed Obligations. No termination of this guaranty shall be affected by the death of Guarantor. This guaranty shall be effective regardless of any subsequent incorporation, reorganization, merger or consolidation of the Customer, change of partners, change of name or any other change in the composition, nature, personnel or location of Customer whatsoever.

The undersigned consents to APS obtaining a consumer credit report on Guarantor for the purpose of evaluating the creditworthiness of Guarantor in connection with an application for business credit.

**Consent to APS Acts.** Guarantor agrees that APS may, at any time and from time to time, and without notice to Guarantor, make an agreement with Customer or with any other person or entity liable on any of the Guaranteed Obligations, for the extension, renewal, payment, compromise, discharge or release of the Guaranteed Obligations (in whole part), or for any modification or amendment of the terms thereof or of any instrument or agreement evidencing the Guaranteed Obligations, all without in any way impairing, releasing, discharging or otherwise affecting the obligations of Guarantor under this guaranty. Further, Guarantor consents to the taking of, or failure to take, any action that might in any manner or to any extent vary the risks of Guarantor under this guaranty or which, but for the provision, might operate as a discharge of the Guarantor.

In the event more than one person executes this Guarantee, the obligations of each Guarantor shall be joint and several and, all references to the singular herein shall be construed to include the plural.

**Financial Condition of Guarantor.** The liability of Guarantor hereunder shall, at the option of APS, without notice, become immediately fixed and enforceable for the full amount thereof, whether then due or not due, as though all of the guaranteed obligations had become past due in the event that Guarantor shall make an assignment for the benefit of his/her creditors or composition with creditors, shall be unable or admit in writing his/her inability to pay, or shall generally fail to pay, his/her debts as they mature, shall file a petition commencing a voluntary case concerning a Guarantor under any chapter of Title 11 of the United States Code entitled "Bankruptcy"; or an involuntary case shall be commenced against a Guarantor under any such chapter and relief its ordered against him/her or the petition is controverted but is not dismissed within sixty (60) days after the commencement of such case. In the event that Guarantor should breach or fail to timely perform any provisions of this guaranty, Guarantor shall, immediately upon demand by APS, pay APS all costs and expenses (including court costs and reasonable attorneys' fees) incurred by APS in the enforcement hereof or the preservation of APS rights hereunder. The covenant contained in this Paragraph shall survive the payment of the Guaranteed Obligations. The Guarantor(s) execute(s) this Guarantee on his/her own personal behalf, and not in any other capacity regardless of how Guarantor may characterize itself below.

**The Condition of Customer.** Guarantor acknowledges and agrees that he/she has the sole responsibility for, and has adequate means of, obtaining from Customer such information concerning the financial condition, business and operations of Customer as Guarantor requires and that APS has no duty and the Guarantor is not relying on APS at any time, to disclose to Guarantor any information relating to the business, operations or financial condition of Customer. Guarantor represents and warrants as follows: (a) Guarantor has the power and authority and legal right to execute, deliver, and perform its obligations under this guaranty and this guaranty constitute the legal, valid, and binding obligation of the Guarantor, enforceable against the Guarantor in accordance with its terms, except as limited by bankruptcy, insolvency, or other laws of general application relating to the enforcement of creditor's rights, (b) Guarantor has received or will receive a direct or indirect benefit from the making of this guaranty and the creation of the Guaranteed Obligation, (c) The value of the consideration received and to be received by Guarantor hereunder is reasonably worth at least as much as the liability and obligation of the Guarantor hereunder, (d) that APS has made no representations to the Guarantor in order to induce Guarantor to execute this guaranty, (e) The execution, delivery, and performance by the Guarantor of this guaranty do not and will not violate or conflict with any law, rule, or regulation or any order, writ, injunction, or decree of any court, governmental authority or agency, or arbitrator and do not and will not conflict with, result in a breach of, or constitute a default under, or result in the imposition of any lien upon any assets Guarantor pursuant to the provisions of any indenture, mortgage, deed of trust, security agreement, franchise, permit, license, or other instrument or agreement to which Guarantor or its properties are bound, and (f) No authorization, approval, or consent of, and no filing or registration with, any court, governmental authority, or third party is necessary for the execution, delivery, or performance by the Guarantor of this guaranty or the validity or enforceability thereof.

**Other Provisions.** This guaranty is binding upon Guarantor and Guarantor's heirs, successors, assigns, representatives and survivors, and inures to the benefit of APS. This guaranty may be assigned by more than one person, each person's obligations as a guarantor hereunder shall be joint and several and all references to the singular are considered to include the plural.

**Amendments.** No provision of this Guaranty may be waived, amended, supplemented or modified, except by a written instrument executed by APS and Guarantor making specific reference to the change to be made, and any attempted waiver, amendment, supplement or modification hereof, except by such a written instrument, shall be deemed null and void and of no effect.

**WAIVER OF JURY TRIAL: FINAL AGREEMENT.** To the extent allowed by applicable law, Guarantor and APS each waive trial by jury with respect to any action, claim, suit or proceeding on the arising out of this guaranty. This guaranty represents the final agreement between the parties and may not be contradicted by evidence of prior contemporaneous, or subsequent oral agreements between the parties.

In the event of any default by Purchaser of its obligations, APS may proceed directly against Guarantor to enforce its rights, without proceeding against the Purchaser or exhausting any other remedies APS may have. This personal guarantee shall be binding upon Guarantor, its heirs, successors, representatives, and assigns, and shall inure to the benefit of APS, its successors and assigns.

**THIS GUARANTEE CONTAINS A CONFESSION OF JUDGEMENT PROVISION**

**Guarantor's Personal Signature:**

**Date:**

**Printed Name:**

**Social Security Number:**

**Drivers License Number:**

**State Issued:**

**Home Address:**

**City:**

**State:**

**Zip:**

**Al Peake & Sons Sales Parter Witness Signature:**

**Date:**

**Printed Name:**

**Guarantor's Personal Signature:**

**Date:**

**Printed Name:**

**Social Security Number:**

**Drivers License Number:**

**State Issued:**

**Home Address:**

**City:**

**State:**

**Zip:**

**Al Peake & Sons Sales Parter Witness Signature:**

**Date:**

**Printed Name:**

**USE OF A CORPORATE TITLE SHALL IN NO WAY LIMIT THE PERSONAL LIABILITY OF THE PERSONAL GUARANTEE SIGNATORY**