

WORLD'S BEST EGGS



ORGANIC FEED MILL

APPLICATION FOR CREDIT

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

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

E-mail: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Sole Proprietorship \_\_\_\_\_ Partnership \_\_\_\_\_ Corporation \_\_\_\_\_ LLC \_\_\_\_\_ Other \_\_\_\_\_

Owners Names & Titles	Home Address	Phone
_____	_____	_____
_____	_____	_____

Credit Limit Requested: \_\_\_\_\_

Special Message: \_\_\_\_\_

A/P Contact Concerning Payment	Phone	Fax
_____	_____	_____

Bank Info - Name	Complete Address	Phone
_____	_____	_____

Account Number \_\_\_\_\_ Routing Number \_\_\_\_\_

Trade References

Name	Address	Phone
_____	_____	_____
_____	_____	_____

I hereby authorize World's Best Eggs, LLC, DBA Coyote Creek Organic Feed Mill, or any investigative agency employed by World's Best Eggs, LLC to investigate the references given as well as statements or any other data pertaining to my/our credit history and/or financial responsibility.

OWNER \_\_\_\_\_



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AGGREEMENT FOR CREDIT

World's Best Eggs, LLC, located in Elgin, Travis County, Texas, hereinafter called SELLER, agrees to extend credit, subject to credit investigation and approval, to \_\_\_\_\_ hereinafter called BUYER,

BUYER, in consideration of the credit extended by SELLER for goods and services sold to and received by BUYER, agrees that said credit extensions shall be subject to the following terms and conditions:

- 1. SELLER's books close on the last day of each month. All credit accounts are due and payable in full at the office of SELLER in Elgin, Travis County, Texas on the 10th day of each month following the date of purchase. Payment(s) not received by the 10th of the month in which payment is due is deemed past due and SELLER may refuse to extend further credit to BUYER. THIS IS NOT AN INSTALLMENT PAYMENT AGREEMENT.
2. Finance charges at the rate of 1.5% per month (18% annually) will be assessed on any past due balance. Interest is not intended to exceed the maximum rate permitted by law. BUYER agrees to pay all reasonable attorney's fees and court costs and other expenses incurred by SELLER in collecting such account. BUYER PERSONALLY GUARANTEED THE PAYMENT OF ALL AMOUNTS THAT BECOME DUE AND PAYABLE ON THE ACCOUNT OF BUYER AND ALL DEBT INCURRED OR ATTRIBUTABLE TO THIS CREDIT AGREEMENT AND SUCH OBLIGATION SHALL NOT BE DIMINISHED OR TRANSFERRED AND THIS SHALL BE AN ABSOLUTE AND CONTINUING GUARANTY.
3. BUYER hereby authorizes \_\_\_\_\_ to make purchases charged to this account and shall not deny responsibility for payment thereof.
4. It is further agreed that this Credit Agreement and the Guaranty contained within is executed, delivered and performable in Travis County, Texas and shall be construed according to the laws of the State of Texas and venue of any action incident to this Agreement shall be in Travis County, Texas.

EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

BUYER: \_\_\_\_\_ (Print Company and Buyer Name)

BY: \_\_\_\_\_ (Signature - Buyer/Guarantor)

TITLE: \_\_\_\_\_



GUARANTY AGREEMENT

WHEREAS, World's Best Eggs, LLC (hereinafter "WBE, LLC") has or may agree to extend the benefit of buying on an open account to \_\_\_\_\_ individually and collectively hereinafter referred to as "BORROWER" and

WHEREAS, the undersigned party(s) (individually and/or collectively hereinafter referred to as GUARANTOR), individually and collectively wish to personally guarantee the obligations incurred to WBE, LLC by Borrower.

NOW THEREFORE for valuable consideration, for receipt and adequacy of which hereby acknowledged, the undersigned Guarantor hereby personally guarantees to WBE, LLC prompt and timely payment as agreed at all times on the account of Borrower.

IT IS FURTHER AGREED that this guaranty shall be an absolute and continuing Guaranty and Guarantor hereby waives written notice and demand for payment pursuant to this Guaranty. Guarantor further represents that he/she or it is the owner of a direct or indirect interest in the Borrower, and that the Guarantor will receive a direct and material benefit from the consideration of the extension as purchases on open account from WBE, LLC to the Borrower. Guarantor further agrees that his/her obligations under the terms of this Guaranty shall not be released, diminished, impaired, reduced, or affected by the occurrence of any one or more of the following events:

- (A) The taking or accepting of any other security or guaranty by WBE, LLC
- (B) Any release, surrender, exchange, subordination, or loss of any security at any time with respect to the account.
- (C) The death, insolvency, bankruptcy, or loss of corporate power of the Borrower or any party at any time liable for the payment of any or all of the Borrower's indebtedness, whether now existing or hereafter occurring.
- (D) The delay, omission, failure or refusal of WBE, LLC to take or prosecute any action for collection of any indebtedness of the Borrower pursuant to this Agreement.

IT IS FURTHER AGREED that this Guaranty is executed and delivered and performable in Travis County, Texas, shall be construed according to the laws of the State of Texas and venue of any action incident to this Agreement shall be in Travis County, Texas.

EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

BY: \_\_\_\_\_ Printed name: \_\_\_\_\_  
Title: \_\_\_\_\_

BY: \_\_\_\_\_ Printed name: \_\_\_\_\_  
Title: \_\_\_\_\_

BY: \_\_\_\_\_ Printed name: \_\_\_\_\_  
Title: \_\_\_\_\_

