

**Windows Catering Company, Inc.**

5724 General Washington Drive

Alexandria, VA 22312

(703) 519-3500

fax (703)519-8054

**Customer Account and Credit Application**

Firm Name: \_\_\_\_\_

Trade Name or d.b.a.: \_\_\_\_\_

**Billing Information**

Address \_\_\_\_\_

Duns No. \_\_\_\_\_

City, State, Zip \_\_\_\_\_

A/P Contact \_\_\_\_\_

Phone No. \_\_\_\_\_

A/P Phone No. \_\_\_\_\_

Fed Tax Id No. \_\_\_\_\_

A/P Fax No. \_\_\_\_\_

Type of Business \_\_\_\_\_

**Business Type** (please circle one)

Proprietorship

Partnership

Corporation

Limited  
Partnership

Limited  
Liability  
Company

Non-Profit

Provide the following information for individual proprietors, general partners or corporate officers:

Name and Title \_\_\_\_\_

Name and Title \_\_\_\_\_

Home Address \_\_\_\_\_

Home Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Home Phone No. \_\_\_\_\_

Home Phone No. \_\_\_\_\_

Social Security No. \_\_\_\_\_

Social Security No. \_\_\_\_\_

Driver's License No. \_\_\_\_\_

Driver's License No. \_\_\_\_\_

**Bank Information:**

Bank Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Loan/Bank Officer \_\_\_\_\_

Phone NO. \_\_\_\_\_

Checking Account No. \_\_\_\_\_

Loan Account No. \_\_\_\_\_

Balance \_\_\_\_\_

Balance \_\_\_\_\_

**Business References:**

Business Name \_\_\_\_\_

Business Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone No. \_\_\_\_\_

Phone No. \_\_\_\_\_

Contact: \_\_\_\_\_

Contact: \_\_\_\_\_

Fax No. \_\_\_\_\_

Fax No. \_\_\_\_\_

**Credit Card Guarantee Information:**

Credit Card Number: \_\_\_\_\_

Name on Card: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Billing Address: \_\_\_\_\_

Amex Visa MC Diners Discover

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

**For WCC Use Only**

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

Manager's Approval by: \_\_\_\_\_

Credit Card on file: \_\_\_\_\_

Final Approval by: \_\_\_\_\_

## TERMS AND CONDITIONS

This Customer Account and Credit Application (“Application”) is made to Windows Catering Company (“Windows”) for the purpose of inducing Windows to extend credit accommodations to the Applicant named below, and in accordance with the following terms:

1. Upon approval of this Application, Windows, in its sole discretion, and notwithstanding any request of Applicant, shall have the right to terminate Applicant’s credit privileges under this Application at any time without prior notice to Applicant, except otherwise provided by law.
2. All purchases by Applicant of goods and/or services from Windows will be made in accordance with the terms and conditions of this Application and any invoices and/or other documents evidencing Applicant’s obligations to Windows, all of which are incorporated herein by this reference.
3. The entire outstanding balance due to Windows on all invoices shall become due in full immediately upon default in the payment of any invoice. Applicant agrees to pay interest in the amount of 1.5% per month, or the highest rate permitted by law, whichever is less, on any past due amount until collected, and Applicant agrees to pay all costs of collection incurred by Windows, including attorneys’ fees and expenses, should a default in payment or any other obligation to the Applicant to Windows occur.
4. If this Application is not fully approved or if any other adverse action is taken with respect to Applicant’s credit with Windows, Applicant has the right to request within 60 days of Windows’ notification of such adverse action, a statement will be provided with 30 days of said request. To obtain the statement of specific reasons, please contact our credit department. 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 contract); 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, Washington, D.C.
5. If Applicant has guaranteed the account with a credit card, the Applicant agrees that any invoice aging over 45 days will be processed to this credit card without prior notification.
6. This Application and all transactions between Applicant and Windows shall be governed by and interpreted in accordance with the laws and decisions of the State of Virginia 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 said state.

Applicant 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 furnished to Windows to extend credit to Applicant, and understands that Windows intends to rely upon such information. Applicant understands and agrees to be bound by the above terms and all invoices and other documents furnished by Windows from time to time, all of which are incorporated herein by reference, and to advise Windows of any material change in the information provided herein, including but not limited to, change in ownership, address or telephone number. Applicant understands that Windows will retain this Application whether or not it is approved.

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APPLICANT: (FULL FIRM NAME)

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BY AUTHORIZED AGENT: (PRINTED NAME & TITLE)

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(SIGNATURE & DATE)

**INDIVIDUAL PERSONAL GUARANTEE**

The undersigned, (“Guarantor”), having a financial interest in Applicant, and benefiting from the transactions contemplated by this Application, hereby personally guaranties unconditionally, absolutely and irrevocably, the payment by Applicant to Windows of all amounts due and owing now, and from time to time hereafter from Applicant to Windows (the “Liabilities”). Guarantor expressly waives notice from Windows of it acceptance and reliance on this Guarantee, notice of sales made to Applicant, and notice of default by Applicant. The obligations of Guarantor hereunder shall no be affected, excused, modified or impaired upon the happening, from time to time of any event including, without limitation, the termination or suspension for any period of time of creditor services from Windows. No set-off, counterclaim or reduction of any obligation, or any defense of any kind or nature which Guarantor has or may have against Applicant or Windows shall be available hereunder to Guarantor against Windows. In the event of a default by Applicant on its obligation to Windows, Windows may proceed directly to enforce its rights hereunder against Guarantor and shall have the right to proceed first against Guarantor, without proceeding with or exhausting any other remedies. Guarantor in consideration of Windows extending financial accommodations to Applicant, hereby waives and relinquishes any rights of indemnification, contribution, reimbursement or exoneration which may be asserted against Applicant if Guarantor performs his or her obligations under this guarantee and Guarantor understands the benefit of such rights. Guarantor agrees to pay all fees, costs and expenses, including reasonable attorneys’ fees, which may be incurred by Windows in enforcing this Guarantee or protecting it rights following any default on the part of Guarantor. This Guarantee shall be binding upon Guarantor and Guarantor’s heirs, successors, assigns, representatives and survivors, and shall inure to the benefit of Windows and may be assigned by Windows without notice to Guarantor. This Guarantee shall be governed by and interpreted under the laws and decisions of the state of Virginia, without regard to the conflicts of law provisions thereof (the “Applicable State”). Guarantor and Windows irrevocably agree, and hereby consent and submit to the non-exclusive jurisdiction of any state or federal court located in the Applicable State with regard to any actions or proceedings arising from, relating to or in connection with the Liabilities and this Guarantee. If executed by more than one, the obligations of Guarantor shall be joint and several and all references to the singular shall be deemed in the plural.

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PRINT NAME SIGNATURE & DATE

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PRINT NAME SIGNATURE & DATE

USE OF A CORPORATION TITLE SHALL IN NO WAY LIMIT THE PERSONAL LIABILITY OF THE PERSONAL GUARANTEE SIGNATORY.