

NEW/CHANGE ACCOUNT FORM

ROUTE _____ / _____ FIRST DELIVERY DATE _____ SALESPERSON # _____
MILK ICE CREAM

S H I P T O	CORPORATE NAME		
	ATTENTION		
	ADDRESS		
	CITY	STATE	ZIP
	PHONE #	AREA CODE ()	

B I L L T O	ADDRESS		
	CITY		
	STATE	ZIP	

Special Instructions _____

<input type="checkbox"/> C.O.D. (Each delivery or once a week prior balance) (driver must pick up)	PLEASE CIRCLE APPROPRIATE DAY																						
<input type="checkbox"/> CHARGE (Monthly-Form Must Be Signed)	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="3" style="text-align: center;">CUSTOMER SHOULD CALL ON</th> <th colspan="3" style="text-align: center;">DRIVER TO DO BUILD UP ON</th> </tr> <tr> <td style="text-align: center;">Mon. for Tues.</td> <td style="text-align: center;">Tues. for Wed.</td> <td style="text-align: center;">Wed. for Thur.</td> <td style="text-align: center;">Thur. for Fri.</td> <td style="text-align: center;">Fri. for Mon.</td> <td style="text-align: center;">Mon</td> <td style="text-align: center;">Tues</td> <td style="text-align: center;">Wed</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td style="text-align: center;">Thur</td> <td style="text-align: center;">Fri</td> <td></td> </tr> </table>	CUSTOMER SHOULD CALL ON			DRIVER TO DO BUILD UP ON			Mon. for Tues.	Tues. for Wed.	Wed. for Thur.	Thur. for Fri.	Fri. for Mon.	Mon	Tues	Wed						Thur	Fri	
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					Thur	Fri																	

★ Complete the following information for all corporate officers, partners, or an individual proprietor.

NAME & TITLE
HOME ADDRESS
CITY, STATE, ZIP
HOME PHONE NO.
SOC. SEC. NO.

NAME & TITLE
HOME ADDRESS
CITY, STATE, ZIP
HOME PHONE NO.
SOC. SEC. NO.

TERMS AND CONDITIONS

ACCEPTANCE: This Agreement may only be accepted on the exact terms set forth herein. No additional terms or modifications in the acceptance shall be agreed to unless such agreement is in writing signed by an authorized representative of Hy Point Dairy Farms, Inc. (hereinafter referred to as "Hy Point").

INTEREST: Full Payment is due upon receipt of this invoice. Interest on any past due payments shall accrue at the rate of one and one-half percent (1-1/2%) per month, or if such rate shall exceed the maximum rate allowed by law, then at such maximum rate as allowed by law, and shall be payable on demand. Charges for taxes and interest shall be promptly paid by Purchaser when invoiced by Hy Point.

DEFAULT: Any past due balance constitutes a default under this agreement and may be subject to credit hold or suspension of credit.

COLLECTION COSTS AND ATTORNEYS' FEES: Upon default, the balance of the account and finance charges shall be due and payable immediately and, if the delinquent account is placed for collection or legal action, buyer agrees to pay reasonable attorney's fees in the amount of fifteen percent (15%) of the unpaid balance due or the fees actually incurred, which election shall be made by Hy Point, Inc.

POST-JUDGMENT COSTS AND FEES: Purchaser also agrees to pay Hy Point's reasonable attorney's fees and costs incurred in collecting or satisfying any judgment that it may recover against buyer.

JURISDICTION; VENUE: The purchaser agrees that any disputes which arise out of or which result from the Agreement, the sale, delivery and performance of the goods set forth upon this invoice, or any other matters which arise as a result of the relationship between the purchaser and Hy Point, that such disputes shall be resolved in courts of competent jurisdiction which are located in _____ County, DE MD PA NJ (circle one). The parties further agree that in resolving such disputes the court shall apply the law of the forum state designated above. The buyer acknowledges that in contracting for the purchase of goods from Hy Point, that the purchaser envisions that the purchaser may be sued in the courts of the forum state designated above, and that by purchasing goods from Hy Point, the purchaser stipulates that it is "doing business" in the forum state designated above.

Signature _____ Date _____

GUARANTY OF PAYMENT

FOR AND IN CONSIDERATION of the extension of credit by HY POINT DAIRY FARMS, INC. _____

(PURCHASER) the undersigned GUARANTOR(S) hereby absolutely and unconditionally guaranty the faithful and prompt payment of any and all indebtedness due from PURCHASER to HY POINT DAIRY FARMS, INC. without receiving notice of default from HY POINT DAIRY FARMS, INC. and without requiring HY POINT DAIRY FARMS, INC. to undertake any legal action against the PURCHASER.

The PURCHASER agrees to pay HY POINT DAIRY FARMS, INC. all sums due, pursuant to the terms and conditions herein, or on any invoice or statement rendered to PURCHASER.

DATED this _____ day of _____, 20 _____

GUARANTOR'S SIGNATURE

GUARANTOR'S SIGNATURE

PRINT FULL NAME OF GUARANTOR

PRINT FULL NAME OF GUARANTOR

