

CUBBY'S INC. CREDIT APPLICATION

CUSTOMER INFORMATION

DATE _____
ACCOUNT NAME _____ MANAGER OR OWNER _____
PHONE _____ FAX _____
ADDRESS _____ RESALE TAX NO. _____
ADDRESS _____ CITY _____ STATE _____ ZIP _____
TYPE OF BUSINESS: _____ DATE ESTABLISHED _____
TYPE OF ENTITY: PROPRIETORSHIP _____ PARTNERSHIP _____ CORPORATION _____ OTHER _____
IF INCORPORATED: STATE OF INCORPORATION _____ YEAR OF INCORPORATION _____
FEDERAL ID NUMBER OR SOCIAL SECURITY NUMBER _____

BANK INFORMATION

BANK _____ ADDRESS _____
CITY _____ STATE _____ ZIP _____
PHONE _____ OFFICER _____
ROUTING NUMBER _____ ACCOUNT NUMBER _____

THREE TRADE REFERENCES

 REQUIRED WITH WHOM YOU HAVE DONE BUSINESS IN THE
LAST YEAR (PERSONAL REFERENCES NOT ACCEPTED).

1. NAME _____ PHONE NO: _____ FAX NO: _____
ADDRESS _____ CITY _____ STATE _____ ZIP _____
2. NAME _____ PHONE NO: _____ FAX NO: _____
ADDRESS _____ CITY _____ STATE _____ ZIP _____
3. NAME _____ PHONE NO: _____ FAX NO: _____
ADDRESS _____ CITY _____ STATE _____ ZIP _____

The above information is provided for the purpose of extending credit to our company on your terms. To the best of our knowledge and belief, the information is accurate and may be relied upon in making your credit decision. We authorize our bank and suppliers to furnish you any information necessary to complete your evaluation of our credit history.

SIGNATURE: _____ TITLE _____ DATE _____

FOR CREDIT DEPARTMENT ONLY

AUTHORIZED CREDIT YES _____ NO _____ AUTHORIZED AMOUNT _____
DATE _____ SIGNATURE _____

CUBBY'S, INC. CORPORATE OFFICE
9230 MORMON BRIDGE PLAZA - OMAHA, NE 68152 - 402-453-2468 - FAX 402-453-4513

CUBBY'S INC.
9230 MORMON BRIDGE PLAZA
OMAHA, NE 68152
(402) 453-2468

PERSONAL CONTINUING UNCONDITIONAL GUARANTY

THIS GUARANTY dated effective this _____ Day of _____, 20____, and executed by the undersigned (Guarantor) on behalf of _____ ("Obligor"), or any and all other subsidiaries, affiliated or related entities of Obligor or Guaranty (which may currently exist or which may at any time in the future exist), in favor of and to Cubby's Inc. 9230 Mormon Bridge Plaza, Omaha NE 61852, and their subsidiaries, affiliated or related entities. ("Beneficiary").

WITNESSETH:

- A. Guarantor is interested in the successful business enterprises of Obligor and services in operating its/their business.
- B. Guarantor is anxious to induce Beneficiary to extend credit in connection with the sale by Beneficiary of goods and services to Obligor, and Beneficiary at its ole discretion, is willing to extend credit to Obligor only if Guarantor unconditionally guarantees full and prompt payment of any and all amounts owed to Beneficiary by Obligor.

NOW THEREFORE, in consideration of the mutual benefits obtained by Guarantor and Obligor in obtaining Beneficiary's approval to extend such credit to Obligor, with or without security, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Guarantor agrees as follows:

1. Guarantor hereby guarantees the prompt, punctual and complete payment of all liabilities and obligations of Obligor now existing or hereafter arising (hereafter referred to severally and collectively as Obligations"), for goods and services provided by Beneficiary to Obligor; and the full and prompt payment of all damages, costs, and expenses which Beneficiary may incur by failure of Obligor to promptly and completely pay all such amounts, including interest, penalties, court costs, and attorney's fees, with or without the filing of any lawsuit, and whether or not said attorney is a salaried employee or not.
2. The liability assumed by the undersigned under this Guaranty shall extend to the total Obligations of the Obligor, whatever the amount at any one time.
3. This is a continuing and unconditional guaranty and shall remain in full force and effect from the date hereof until thirty (30) days after the receipt by Beneficiary of a notarized written notice of termination signed by Guarantor and served by registered mail on an officer of Beneficiary at the address hereinafter indicated, and until all indebtedness owing by Obligor to Beneficiary at the end of the aforesaid thirty (30) days shall have been fully paid. And be binding upon the Guarantor, the successors and assigns of the Guarantor, and shall inure to the benefit of, and be enforceable by Beneficiary, its successors, transferees and assigns.
4. If Beneficiary should at any time require or accept other or further security for the payment of any indebtedness of Obligor, or if upon maturity of any debt or obligation, owing to Beneficiary by Obligor, Beneficiary shall; either with or without notice to Guarantor, allow Obligor further time in which to pay the same, or accept, extend or renew any bill, note or other obligation evidencing such indebtedness. Beneficiary's action in so doing shall not in any way alter, diminish, release, or affect Guarantor's liability hereunder.
5. This is a guaranty of payment and not a collection, it being understood that in any case of any default by Obligor in the payment of any indebtedness, Beneficiary shall not be required, as a condition of Guarantor's liability, to proceed first against Obligor, and when so proved, shall be conclusive and binding upon Guarantor.

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6. Each provision hereof shall be deemed independent and severable, and the invalidity or unenforceability of any other provision hereof.
7. This Guaranty shall be deemed to have been made under and shall be governed by the laws of the State of Iowa in all respects, including without limitation, matters of construction, validity, performance and venue.
8. Guarantor hereby expressly agrees that the venue for any litigation hereunder or hereto shall be in Douglas County, Nebraska.
9. This guaranty may not be assigned by Guarantor, without the express written consent of the Beneficiary, acknowledged by a duly authorized officer, and delivered to Guarantor.
10. The undersigned hereby waives notice of acceptance hereof and of purchases by Obligor in making payments due and authorizes Beneficiary to extend the time for payment guaranteed hereunder and otherwise to contract and deal with the Obligor without notice to the undersigned and without the consent of the undersigned in all respects at Beneficiary's discretion without affecting the obligation of the undersigned hereunder. The undersigned further waives any requirement that Beneficiary institute suit or exhaust other legal remedies against the Obligor before proceeding under this Guaranty.
11. Where the undersigned shall include more than one Guarantor, the representations and obligations of the Guaranty shall be joint and several.

PERSONAL GUARANTOR(S)

SIGNATURE: _____

PRINTED NAME _____ ADDRESS _____ DATE _____

SPOUSE: _____

SUBSCRIBED AND SWORN TO BEFORE ME, A NOTARY PUBLIC IN AND FOR THE COUNTY OF _____ STATE OF _____

MY COMMISSION EXPIRES _____

NOTARY PUBLIC

ADDRESS

CITY, STATE, ZIP

(SEAL)

CUBBY'S INC

E.F.T AUTHORIZATION

(ELECTRONIC FUNDS TRANSFER)

9230 MORMON BRIDGE RD.

OMAHA, NE 68152

(402) 453-2468

Purchaser's Name

Purchaser's Address

City, State, Zip

Purchaser hereby authorizes Cubby's Inc. to initiate debit entries to Purchaser's checking account listed below and further authorize the depository institution named below to debit such entries to Purchaser's account.

Depository's Name

Address

City, State, Zip

Phone Number

Bank Transit Number

Purchaser's Depository Account Number

***** Please attach a voided check when returning this form. *****

This authority shall remain in full force and effect until terminated upon at least fifteen (15) days prior written notice to Cubby's Inc. by Purchaser. Notice of termination shall not affect debit entries initiated prior to actual receipt of notice. Notice shall be sent via certified mail, return receipt requested to Cubby's Inc. 9230 Mormon Bridge Road, NE 68152 and shall be effective upon receipt. In no event will Cubby's Inc. be liable for any incidental or consequential damages associated with an incorrect entry processed by Purchasers financial institution and will be responsible only for the refund of any overcharge when verified by Cubby's Inc. as such.

Purchaser understands that the funds transfer entry will be accepted by its financial institution only if there are sufficient funds in Purchaser's account to process the entry. Purchaser agrees to keep sufficient funds in the account to cover debit entries originated by Cubby's Inc.

Purchaser's name (as shown on depository account)

Authorized Signature

Print or type name

Title

Date

CUBBY'S CARD - DRIVER AND OPTIONAL PIN # FORM

COMPANY NAME:

NAME OF PERSON COMPLETING THIS FORM:

ASSIGN 1 CARD TO EACH DRIVER? YES _____ NO _____ - LIST DRIVERS BELOW- ADD # IF REQUIRED

ODOMETER ENTRY? YES _____ NO _____

VEHICLE # ENTRY? YES _____ NO _____

CHOOSE ONE OF THESE TWO

**MUST ENTER # TO
PURCHASE**

**CHOOSE REQUIREMENT
FOR PURCHASE**

	LAST NAME	FIRST NAME	ASSIGNED PIN #	ASSIGNED DRIVER #
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				

Cubby's Card Preference

Card held at Store

Card to Customer

**Cubby's store you would
like the card sent to?**

**& Cards Assigned to Driver? _____
-or- Cards Assigned to Vehicle? _____**

**(Please list names on driver or
vehicle form)**

**Total Number
of cards requested? _____**

**Weekly or Monthly Billing
(please circle one)**