



CUSTOMER ACCOUNT APPLICATION

DSR: _____

Estimated Weekly Purchased: _____

1.BILLING ADDRESS		2. SHIPPING ADDRESS	
PURCHASER (Legal Business Name)		PURCHASER (DBA Shipping)	
PURCHASER (DBA (TRADE NAME))		STREET ADDRESS	
ADDRESS		CITY/STATE/ZIP/COUNTY	
CITY/STATE/ZIP		ACCOUNTS PAYABLE CONTACT & PHONE NUMBER	
PHONE NUMBER		FAX NUMBER	EMAIL ADDRESS
THE FOLLOWING PERSONS ARE AUTHORIZED TO SIGN AND APPROVE CHECKS AND CREDIT CARD PAYMENTS.		1. NAME: DOB: DRIVERS LICENSE/STATE: 2. NAME: DOB: DRIVERS LICENSE/STATE:	
NATURE OF BUSINESS – Type of Ownership <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Non-Profit Years in Business _____ Tobacco License# _____ Cannabis License # _____ ***ATTACH COPY OF TOBACCO /CANNIBAS LICENSE		State Incorporated _____ Federal ID# _____ Property <input type="checkbox"/> Owned <input type="checkbox"/> Leased. Years at this location _____ Landlord Name _____	
PRINCIPAL OWNERS OR OFFICERS			
1.NAME:		TITLE	
HOME ADDRESS:		EXP DATE:	
STATE/ZIP		STATE/ZIP	
HOME PHONE#:		PREVIOUS BUSINESS EXPERIENCE:	
2.NAME:		TITLE	
HOME ADDRESS:		EXP DATE:	
CITY/STATE/ZIP		STATE/ZIP	
HOME PHONE#:		PREVIOUS BUSINESS EXPERIENCE:	
PRINCIPAL TRADE SUPPLIERS		3 REQUIRED	
1.NAME (City/State/Zip)-		AREA CODE(PHONE)	
2.NAME (City/State/Zip)-		AREA CODE(PHONE)	
3.NAME(City/State/Zip)-		AREA CODE(PHONE)	
BANK REFERENCE			
BANK NAME:		BRANCH:	
BANK OFFICER		PHONE NUMBER:	
CHECKING ACCOUNT NUMBER:		#	

I HEREBY AUTHORIZE OUR BANK(S) TO RELEASE ANY INFORMATION NECESSARY TO ASSIST IN ESTABLISHING CREDIT TERMS. I ALSO ACKNOWLEDGE AND AGREE WITH THE TERMS SET FORTH ON PAGE 2 OF THIS APPLICATION. (PAGE 1 OF 3)

DATE _____ SIGNED _____ TITLE _____

CUSTOMER APPLICATION – TERMS AND CONDITIONS This Customer Application (“Application”) is made to Midwest Trading for the purpose of inducing Midwest Trading 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 Midwest Trading by Purchaser or its agent, employee or representative on an open account basis also are subject to the following terms and conditions:

1. **EXTENSION OF CREDIT.** Upon approval of this application by Midwest Trading we will extend reasonable credit as appropriate, in 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 Midwest Trading 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 of hereafter at anytime acquired or arising; and all proceeds and products of the foregoing. Purchaser will cooperate in executing any UCC filings related thereto.
2. **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.
3. **INCORPORATION BY REFERENCE.** All purchases by Purchaser of goods and/or services from Midwest Trading 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 Midwest Trading, 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 condition of this Application shall control.
4. **FAILURE TO PAY; LATE CHARGE.** The entire outstanding balance due to Midwest Trading by Purchaser on all invoices shall become due in full immediately upon the failure by Purchaser to pay any invoice when due. Midwest Trading may at any time deduct any Purchaser monetary obligations from any amounts owed to Purchaser by Midwest Trading, and 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, whichever is less, on any past due amounts until collected, and Purchaser agrees to pay all costs of collection incurred by Midwest Trading, including attorney’s fees and expenses, should a default in payment or any other obligation of Purchaser to Midwest Trading occur.
5. **DISHONORED PAYMENTS; INACTIVITY FEE.** Purchaser agrees to pay a fee of \$25.00 or the highest amount permitted by law per occurrence for any returned items (checks or ACH) that are dishonored for any reason. Midwest Trading reserves the right to impose an inactivity fee of \$25.00 per month against any credit balance presumed abandoned by purchaser. An account is presumed abandoned if there is no activity for one year.
6. **CHOICE OF LAW; VENUE ENFORCEABILITY.** This Application and all transactions between Purchaser and Midwest Trading shall be governed by and interpreted in accordance with the laws of the state of Minnesota regardless of where the Operating Purchasing Company resides, without regard to the conflicts of law provisions thereof, and all actions and proceedings arising, relating to or in connection with this Application shall be subject to the exclusive jurisdiction of any federal or state court located in this 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 Midwest Trading’s company 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.
7. **PROPRIETARY/SPECIAL ORDERS.** If Purchaser ceases doing business with Midwest Trading for any reason, Purchaser shall be liable to Midwest Trading all remaining proprietary/special order items purchased for Purchaser by Midwest Trading.
8. **ASSIGNMENT: AMENDMENT/SOLD.** Purchaser may not unilaterally assign this Application or any portion hereof without the prior written consent of Midwest Trading, which consent may be withheld at Midwest Trading’s sole discretion. In the event of a change of control of Purchaser. Purchaser shall notify Midwest Trading in writing by certified mail. In such event, Midwest Trading 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 and of any such transactions; or allow the successor to assume all obligations hereunder in writing, subject to a determination of creditworthiness by Midwest Trading’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 Midwest Trading.
9. **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 Midwest Trading, Purchaser has the right to request within 60 days of Midwest’s notification of such adverse action, a statement of specific reasons for such action, which statement will be provided within 30days of said request. To obtain a 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.
10. **CREDIT LEVEL; LIABILITY.** The approximate initial amount of credit that Purchaser requests shall not be binding upon Midwest Trading, nor shall Midwest Trading 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 Midwest Trading.
11. **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 Midwest Trading for the purpose of inducing Midwest Trading to extend credit to Purchaser, and Purchaser understands and acknowledges that Midwest Trading shall reasonably rely upon such information. Purchaser authorizes Midwest Trading to investigate all references furnished pertaining to the credit and financial responsibility of Purchaser. Purchaser understands and agrees to be bound by the above terms and all terms and all invoices and other document furnished by Midwest Trading from time to time, all of which are incorporated herein by reference, and agrees to advise Midwest Trading of any material change in the information provided herein, including but not limited to change of address or telephone number. Purchaser in all events shall notify Midwest Trading in writing by certified mail of any changes in ownership of Purchaser. Purchaser understands that Midwest Trading will retain this Application whether it is approved or not.
12. **CREDIT CARD TRANSFER AUTHORITY.** At 60 days from the invoice date or 30 days from the due date, whichever comes later, Midwest Trading reserves the right to transfer any unpaid balance to the Purchaser’s Credit Card on file. In accordance with Midwest Trading policy and Visa and Mastercard association rules, a convenience fee of \$20 per transaction may apply for card not present transactions.
13. **ORIGINAL DOCUMENT.** Any reproduction of this Customer Application by reliable means will be considered an original.
14. **LIMITATION OF LIABILITY.** Midwest Trading 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.

The undersigned is executing this Authorization for Credit Report for the purpose of authorizing Midwest Trading to obtain a consumer report from time to time on the undersigned individual through our credit and consumer reporting agencies or other sources, to further evaluate the creditworthiness of such individual (s) in connection with the credit evaluation process and the proposed extension of business credit to the Applicant. THE UNDERSIGNE, 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 U.S.C. 1681 ET SEQ, AMENDED FROM TIME TO TIME.

PRINT NAME: SIGNATURE:	DATE:	SOCIAL SECURITY:
PRINT NAME: SIGNATURE:	DATE:	SOCIAL SECURITY:
PRINT NAME: SIGNATURE:	DATE:	SOCIAL SECURITY:
PRINT NAME: SIGNATURE:	DATE:	SOCIAL SECURITY:

PERSONAL GUARANTEE TO MIDWEST TRADING

FOR AND IN CONSIDERATION OF and as an inducement for Midwest Trading 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, guarantees prompt payment of any and all indebtedness owing to Midwest Trading by Purchaser on said open account, whether now existing or hereafter incurred. This Guarantee is absolute and continue in nature until terminated by the written notice of Guarantor to Midwest Trading, sent certified mail, return receipt requested, to Midwest Trading 7880 Beech Street NE, Fridley, MN 55432. Any termination of this Guarantee shall not terminate Guarantor’s liability for any all indebtedness incurred by prior 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, attorney fees and terms of credit. Guarantor has read and understands all of the printed, typed and handwritten language appearing on all pages of this 3-page document and acknowledges that no essential terms are omitted. Guarantor expressly waives notice from Midwest Trading 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.

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

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

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. The Guarantor(s) execute(s) this Guarantee on his or her own personal behalf, and not in any other capacity regardless of how Guarantor may characterize itself below.

_____	_____
1.Guarantors Signature	Date
_____	_____
Printed Name	Social Security No.
_____	_____
2.Guarantors Signature	Date
_____	_____
Printed Name	Social Security No.
_____	_____