

RINELLA & SON PRODUCE, INC. dba RINELLA PRODUCE

TEL 503.238.1980
FAX 503.238.9856

APPLICATION FOR CREDIT, PAYMENT TERMS & PERSONAL GUARANTY

BUSINESS INFORMATION

Company Name:	_____
Primary Place of Business:	_____
City/State/Zip:	_____
Phone:	_____
Fax:	_____
Email:	_____
Time at current address:	_____
Manager:	_____
Home Address:	_____
City/State/Zip:	_____
Date Business Commenced:	_____
SSN of person signing below:	_____
Business Tax ID#:	_____
Sole Proprietorship, Partnership, Corporation, LLC, or Other?:	_____

BANK REFERENCES

Name of Bank:	_____
Branch:	_____
Phone:	_____
Address:	_____
City/State/Zip:	_____
Type of Account:	_____
Savings? Account Number:	_____
Checking? Account Number:	_____

TRADE REFERENCES

Company Name:	_____
Phone:	_____
Fax:	_____
Email:	_____
Company Name:	_____
Phone:	_____
Fax:	_____
Email:	_____
Company Name:	_____
Phone:	_____
Fax:	_____
Email:	_____

Payment Terms & Personal Guaranty

1. Payment is due 20 days from the date of the account statement and without demand unless payment is required sooner by Rinella & Son Produce, Inc. by notation on delivery invoice.

2. All products shall be deemed accepted by applicant unless written notice of non-conformity is provided in writing to Rinella & Son Produce, Inc. by facsimile within 24 hours of delivery.

3. If payment is not received by Rinella & Son Produce, Inc. by the date due, applicant will pay interest at the simple annual rate of 21% on the unpaid balance or the maximum legal rate, whichever is lower. In addition to any other remedy allowed by law, applicant agrees to pay the higher of \$25 or the maximum legal charge allowed by law for any check tendered to Rinella & Son Produce, Inc. and dishonored.

4. If Rinella & Son Produce, Inc. hires an attorney to collect the balance of an unpaid account or for delivery of goods, purchaser agrees to pay all costs of collection, whether or not legal action is filed, including upon any appeal, and to the greatest extent allowable in any bankruptcy. Costs of collection include all attorney fees and court costs.

5. If applicant is a corporation, limited liability company, or other limited liability entity, the undersigned represents that they have authority to enter into this agreement on behalf of the entity, and agree to be jointly and severally liable to Rinella & Son Produce, Inc. for any and all obligations of the entity to Rinella & Son Produce, Inc., including costs of collection, and without notice, presentment, or other condition. Modification, forbearance, or other negotiation of the debt shall not affect, diminish, or modify the undersigned's liability for the obligations owed to Rinella & Son Produce, Inc. The undersigning individual represents that they will personally receive benefit by an extension of credit to the entity, and that they are signing both in representative capacity on behalf of the entity, and personally.

6. All product is deemed shipped from Multnomah County, Oregon. The parties agree that any suit, action, or other proceeding relating to this agreement will be commenced solely in Multnomah County, Oregon.

7. The terms of this agreement are contractual and not mere recitals, and are binding upon the heirs, assigns, and all other representatives of the parties, whether legal or equitable.

8. The terms of this agreement may not be modified except in writing signed by an authorized representative of Rinella & Son Produce, Inc. Waiver or forbearance of any of the terms of this agreement by Rinella & Son Produce, Inc. shall not operate as an additional or future waiver or modification of the terms of this agreement.

The undersigned has read, understands, and agrees to each of the provisions of this Credit Application, Payment Agreement & Personal Guaranty.

SIGNATURES

1. SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

2. SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

3. SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

4. SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____