

PO Box 5961 ~ Orange, CA ~ 92863 ~ 714.464.2181 ~ Fax 714.771-1221

(Hereinafter called "Seller") This credit application is given to secure open account credit. The information contained herein is correct, complete and true.

INSTRUCTIONS: Please print or type. Fill in all spaces and complete by signing where indicated. If a corporation, the signature must be that of an officer. If a partnership, this application must be signed by all partners.

NAME OF BUSINESS _____ **Address:** _____
 (hereinafter called "Buyer") **City:** _____ **State:** _____ **Zip:** _____

BILLING ADDRESS
Phone: (____)____-____ **Fax:** (____)____-____
Name: _____ **State:** _____ **Zip:** _____
Name: _____ **State:** _____ **Zip:** _____
Name: _____ **State:** _____ **Zip:** _____

Corporation Partnership Limited Partnership Proprietorship

If Incorporated, state in - which incorporated: _____ **Tax I.D.#** _____
Date Started Business: _____ **Date of Incorporation:** _____
We expect our monthly credit requirements to be about \$ _____
Our taxes have been paid through 20 _____ **Estimated Annual Sales \$** _____

PRINCIPAL OWNERS OR STOCKHOLDERS

Name _____ Title _____	Name _____ Title _____
Address _____	Address _____
City _____ State _____ Phone(____)____-____	City _____ State _____ Phone(____)____-____
S.S.# _____	S.S.# _____

CREDIT REFERENCE (list only active vendors with credit terms)

Name _____	Name _____
Address _____	Address _____
City _____ State _____ Zip _____	City _____ State _____ Zip _____
Phone: (____)____-____ Fax:(____)____-____	Phone: (____)____-____ Fax:(____)____-____

Name of your bank _____ **City** _____ **State** _____ **Phone**(____)____-____

Person to Contact _____ **Account #** _____ **Zip** _____

How do you usually pay your bills: Discount 15 days 30 days 60 days

In consideration of the granting and extension of credit by seller to the undersigned, it is hereby agreed that the undersigned will promptly pay all sums at terms of invoice. Delinquent accounts shall bear a carrying charge of 2% per month from date of accrual until paid. Buyer agrees to pay all collection costs, including reasonable attorney's fees and costs. All claims of damaged or non-conforming foods must be made within five days after receipt of goods or waived. No merchandise may be returned to seller without its prior written consent. All sales shall be deemed to have been made at seller's address in California. Buyer agrees that if legal action is instituted, jurisdiction and venue shall be in the appropriate courts in California, and expressly consents to the jurisdiction of any court located within that state. Buyer waives personal service of any process and consents that service of process may be made by certified mail, return receipt requested, directed to buyer at its above address; service so made shall be deemed completed two days after it has been posted.

Buyer agrees to the above terms of sale and certifies that the facts set forth in the above credit application are true and complete

X SIGNED _____ **TITLE** _____

DATE _____

PERSONAL GUARANTY

In consideration of the extension of credit by the Seller, herein to Buyer herein, the undersigned does jointly and severally personally guaranty to pay and be responsible for payment of all sums, balances and accounts due Seller by Buyer, including collection charges and/or attorney's fees. This shall be an open and continuing guaranty and shall continue in force notwithstanding any change in the form of such indebtedness, or renewals or extensions granted by Seller, without obtaining any consent thereto, and until expressly revoked by written notice from me/us to Seller. Any such revocation shall but in any manner affect my/our liability as to any indebtedness existing prior thereto. I/we do hereby waive notice of the acceptance of this agreement, notice of default or non-payment and waive action required by any statute, against the buyer. No delay on Seller's part in exercising any right hereunder, or taking any action to collect or enforce payment of any obligation hereby guaranteed, either as against the Buyer or any other person primarily or secondarily liable with the Buyer, shall operate as a waiver of any such right or in any manner prejudiced Seller's rights against me/us. I/we agree that in the event of any default at any time by said Buyer, shall be entitled to look to me/us immediately for full payment without prior demand or notice.

X SIGNED _____ **Date** _____