



## CREDIT APPLICATION FORM

Please complete and e-mail or mail to:

TP Produce  
410 SE Division Place  
Portland, OR 97202  
ORDER@TP-PRODUCE.COM

DATE : \_\_\_\_\_

CORPORATE NAME : \_\_\_\_\_

BUSINESS NAME : \_\_\_\_\_

CUSTOMER NAME : \_\_\_\_\_

MAILING ADDRESS : \_\_\_\_\_

CITY / STATE : \_\_\_\_\_

BUSINESS TELEPHONE NUMBER : \_\_\_\_\_

BUSINESS EMAIL : \_\_\_\_\_ FAX NUMBER : \_\_\_\_\_

### BANK REFERENCES

BANK NAME(S) : \_\_\_\_\_ BRANCH : \_\_\_\_\_

PHONE : \_\_\_\_\_

ADDRESS : \_\_\_\_\_

### CREDIT REFERENCE (name, address, telephone number)

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

BUSINESS STRUCTURE : \_\_\_ Individual \_\_\_ Corporation \_\_\_ Sole Proprietorship \_\_\_ other: \_\_\_\_\_

TAX ID# OR SS# : \_\_\_\_\_

How long has in business: \_\_\_\_\_ years (if less than one year please give previous name and address) \_\_\_\_\_

### APPLICANT AGREEMENT

We {Applicant} herein make application SS Wholesale Company, dba TP Produce.

(hereinafter "TP Produce") for job credit and/or to update and reconfirm our existing accounts and balances with same. We agree to provide TP Produce with a current financial statement, if requested. If credit is granted, we promise to pay for all products as set forth in the applicant's invoice. We understand that all billing, accounts receivable, and credit functions are processed through company headquarters in Portland, Oregon. We give permission to TP Produce and/or its agents to obtain credit bureau reports on applicants and guarantors and to verify and/or supplement the information provided herein and to continue to do so from time to time in order to update the credit file and for the purposes of collection. We hereby authorize our Bank to release information to TP Produce, or its representatives.

Applicants agree that the principal balance of every invoice shall be due and payable on the tenth {10} day of the month following delivery of the products. Whether suit or arbitration is commenced or not, we promise to pay reasonable attorney fees incurred by TP Produce to enforce the terms hereof, and if commenced, then those attorney's fees incurred at arbitration or trial and on any appeal, review, or reconsideration thereof, including all attorney fees and costs in any bankruptcy proceeding. This agreement shall be considered to have been made in the state of Oregon and will be interpreted in accordance with the laws of the state of Oregon. We agree that the courts of Oregon have personal jurisdiction over us and subject matter jurisdiction over this Agreement, and proper venue is in Portland, Oregon, or at the option of TP Produce, any other state or federal court that has personal and subject matter jurisdiction over the applicant or guarantor and matter, respectively. All delinquent account balances shall accrue late charges at the rate of 1.5% per month (18%) per annum, until paid in full.

#### FOR PARTNERSHIP AND SOLE PROPIETORSHIPS

PARTNER : \_\_\_\_\_

PARTNER : \_\_\_\_\_

ADDRESS : \_\_\_\_\_

ADDRESS : \_\_\_\_\_

PHONE : \_\_\_\_\_

PHONE : \_\_\_\_\_

SSN : \_\_\_\_\_

SSN : \_\_\_\_\_

BY (PRINT NAME & TITLE) : \_\_\_\_\_

SIGN : \_\_\_\_\_

DATE : \_\_\_\_\_

BY (PRINT NAME & TITLE) : \_\_\_\_\_

SIGN : \_\_\_\_\_

DATE : \_\_\_\_\_

### ABSOLUTE UNLIMITED GUARANTY

For value received, the undersigned jointly and severally hereby absolutely unconditionally guarantee their performance of the payment of all sums owing to TP Produce from Applicant, as provided above, including but not limited to late charges and reasonable attorney's fees. The liability of the undersigned for performances of applicant's agreement for payment of all sums of money referred to in the Applicant's Agreement shall not be affected by: (1) any indulgence, compromise, settlement, extension, or variation of the terms granted by TP Produce to Applicant; or (2) by surrender, exchange, release, or alteration of collateral held by TP Produce or its assigns for the obligations hereby guaranteed, or (3) by any discharge or release of any obligations of the Applicant, or any other person by operation of law or otherwise. It is understood and agreed that TP Produce would not have entered into the Agreement with Applicant if the undersigned Guarantor had not agreed in advance to sign this Guaranty, and that the Applicant Agreement and this Guaranty were intended as a part of a single transaction. Should there be any default on the Applicant Agreement, TP Produce shall have the right to proceed immediately against the undersigned guarantor, without any demand or notice of any kind or character, and without first proceeding against Applicant or any collateral. Guarantor agrees that the courts of Oregon have personal jurisdiction over Guarantor and subject matter jurisdiction over this Guaranty Agreement and if this is a guaranty of a commercial obligation, that proper venue is in Clackamas County, Oregon, or at the option of TP Produce, any other court that has personal and subject matter jurisdiction over the applicant or guarantor and matter, respectively. This Guaranty shall be considered to have been made in the state of Oregon and shall be interpreted in accordance with the laws of the state of Oregon. Guarantor agrees upon demand, to pay and reimburse to TP Produce, all costs and attorney's fees, and where applicable, administrative and arbitrator fees and expenses which TP Produce expends or incurs in connection with the collection of any sum guaranteed or in the enforcement of this Guaranty against Guarantor both at trial and on appeal, including attorney's fees and costs incurred in any bankruptcy proceeding.

BY (PRINT NAME & TITLE) : \_\_\_\_\_

SIGN : \_\_\_\_\_ DATE : \_\_\_\_\_

ADDRESS : \_\_\_\_\_

SSN : \_\_\_\_\_ DOB : \_\_\_\_\_

BY (PRINT NAME & TITLE) : \_\_\_\_\_

SIGN : \_\_\_\_\_ DATE : \_\_\_\_\_

ADDRESS : \_\_\_\_\_

SSN : \_\_\_\_\_ DOB : \_\_\_\_\_