



Pacific Rim Produce  
 202 Franklin Street  
 Oakland, CA 94607  
 Fax (510) 832-8840  
 Office (510) 832-8839

**APPLICATION FOR CREDIT**

Name Of Firm: \_\_\_\_\_ Contact Name(s): \_\_\_\_\_  
 Billing Address: \_\_\_\_\_ Shipping Address: \_\_\_\_\_  
 Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
 Kitchen Number: \_\_\_\_\_ Voice Mail/ Cell: \_\_\_\_\_  
 Type Of Ownership: Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_  
 Taxpayer ID Number: \_\_\_\_\_ Type Of Business: \_\_\_\_\_  
 How Long In Business \_\_\_\_\_ Are there any lawsuits currently pending? \_\_\_\_\_

**Proprietor/ Partners/ Corporate Officers:**

Name	Title	Home Address
_____	_____	_____
_____	_____	_____
_____	_____	_____

**References: Please list references similar to the credit you are requesting**

Company Name	Address	Telephone/ Contact Name
_____	_____	_____
_____	_____	_____
_____	_____	_____

**Banking Information:**

Bank Name: \_\_\_\_\_ Address: \_\_\_\_\_  
 Telephone Number: \_\_\_\_\_ Contact Name: \_\_\_\_\_  
 Checking Account: \_\_\_\_\_ Savings Account: \_\_\_\_\_

Please note that by signing this application you authorize PACIFIC RIM PRODUCE and its' agents to verify credit and bank references as given. PACIFIC RIM PRODUCE reserves the right to obtain credit reports from any credit reporting agencies. The terms are net 10 days a.k.a. payable in 14 days. Any past due balances are subject to finance charges. Any past due balances are subject to late charges. The unpaid balance remaining ten days after the invoice date is subject to a late charge of 1.6% per month finance charge, which is an annual percentage rate of 19.2%. Past due accounts will be reported to the United States Department of Food and Agriculture and shall be regulated by the Perishable Agricultural Commodities Act (PACA). The Perishable Agricultural Commodities listed on any purchase invoice sold subject to the statutory trust authorized by section 5(c) of the PACA, 1930 (& U.S.C. and 499 (c)). The seller of these commodities retains a trust claim over these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received. We (PACIFIC RIM PRODUCE) reserve the right to close this account at any time and request all the amounts owed on your account immediately due and payable. If you do not comply with your obligations under this agreement, you agree to pay any and all costs, including attorney fees and court costs we incur in order to collect your account or protect our rights. 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, balanced and accounts due Seller by Buyer, including collection charges and/ or attorney 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 not in any manner affect my/ our liability as to any indebtedness existing prior thereto. I/ we 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 that in the event of any default at any time by said Buyer, Seller shall be entitled to look to me/ us immediately for full payment without prior demand notice.

\_\_\_\_\_  
 Signature of Proprietor/Partner/Officer

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Print Name and Title