



FRESH * FROZEN * CANNED * DRY GOODS * OILS * DAIRY

231 SE Alder St, Portland, OR 97214

503-238-1360

Rinella & Son Produce, Inc (dba Rinella Produce)

Application for Credit, Payment Terms and 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? Acct Number: _____

Checking? Acct Number: _____

Trade References

Company Name: _____

Phone: _____

Email: _____

Company Name: _____

Phone: _____

Email: _____

Company Name: _____

Phone: _____

Email: _____



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Payment Terms and Personal Guaranty

1. Payment is due 15 days from the date of the account statement and without demand unless payment is required sooner by Rinella & Son Produce, Inc. by terms on invoice.
2. All products shall be deemed accepted by applicant unless notice of non-conformity is provided 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 \$ 35.00 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 of 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 & sons 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: _____