

OFFICE USE ONLY:

Terms: _____ Credit Limit: _____

Special Instructions/Notes: _____

Approved By: _____ Date: _____



Pacific Food Distributors

Application for Credit

1-800-213-8426 Local: 503 607-1000 • P.O. Box 2810 Clackamas, OR 97015

www.pacfoods.com

BUYER LEGAL NAME _____ AMOUNT OF CREDIT REQUESTED _____

TRADE NAME (DBA) _____

STREET ADDRESS _____ TELEPHONE NUMBER _____

CITY, STATE, ZIP _____ FAX NUMBER _____

MAILING ADDRESS _____ A/P CONTACT _____

CITY, STATE, ZIP _____ E-MAIL ADDRESS _____

TYPE OF BUSINESS _____ SOLE PROPRIETOR _____ PARTNERSHIP _____ CORPORATION

DATE BUSINESS ESTABLISHED _____ FEDERAL ID NUMBER _____

NAME AND LOCATION OF PARENT COMPANY _____

NAME AND LOCATION OF ALL AFFILIATED COMPANIES _____

PRINCIPALS NAME (OWNERS, PARTNERS, OR OFFICERS)	TITLE	PHONE NUMBERS
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1. _____

2. _____

3. _____

CREDIT REFERENCES (LIST PRINCIPAL SUPPLIERS)

1. _____

SUPPLIER NAME	ADDRESS	PHONE NUMBER	FAX NUMBER
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2. _____

SUPPLIER NAME	ADDRESS	PHONE NUMBER	FAX NUMBER
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3. _____

SUPPLIER NAME	ADDRESS	PHONE NUMBER	FAX NUMBER
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PRINCIPAL BUSINESS BANK _____

BRANCH/ADDRESS _____

OFFICER _____ PHONE _____

ACCOUNT NUMBER _____ TYPE OF ACCOUNT _____

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This application must be complete in order to be processed.
Please return this document back via fax to: (503) 607-0133
Or mail to: Pacific Food Distributors P.O. Box 2810 Clackamas, OR 97015

TERMS AND CONDITIONS:

Net 7 days, FOB Portland, Oregon. 1.5% per month late charge on all accounts past 21 days. New orders will not be shipped to past due accounts.

The undersigned represents and warrants to Pacific Food Distributors:

1. He/she is authorized to execute this application on behalf of Buyer.
2. The information set forth in this application is accurate and complete.
3. Buyer agrees that the prevailing party in any proceeding to enforce this Agreement or to resolve a dispute arising under this Agreement will be entitled to recover, in addition to costs, reasonable attorney fees incurred in the preparation, prosecution, or defense of any suit or action as determined by the court, and if any appeal is taken from such decision, reasonable attorney fees as determined on appeal.
4. Any action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement will be brought against any of the parties in Multnomah County Circuit Court of the state of Oregon, and each party consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to such jurisdiction and venue.
5. Buyer agrees to pay interest on any unpaid purchases, beginning 21 days after the payment due date at the rate of 1.5% per month, or the maximum judicial rate, whichever is less. Buyer also agrees to pay \$30.00 for each check issued by Buyer to Pacific Food Distributors, which is returned to Pacific Food Distributors unpaid or marked NSF. Pacific Food Distributors reserves the right to increase fees for unpaid or NSF checks without prior notice to Buyer.

In signing this application, Buyer agrees to all of the above and hereby grants permission for credit information to be verified by company (ies) and financial institution (s) that the Buyer has specified on this document and others that Pacific Food Distributors become aware of during the credit review process and from time to time. The undersigned also understands that Pacific Food Distributors will retain this application, whether or not it is approved, and that Pacific Food Distributors will consider this application as a continuing statement of the undersigned's financial position and situation until notified otherwise by the Buyer. In order for Pacific Food Distributors to sell and continue to sell to Buyer, Buyer hereby represents and warrants that it is solvent and that it pays its obligations as they become due. The preceding representation and warranty will be deemed to be repeated in each purchase by Buyer.

Faxed documents will be deemed as original. No oral agreements will be accepted. The terms of this credit application/agreement overrides all others.

Buyer Company Name _____

Authorized Signature _____

Date _____

Signatory Name (please print) _____

Title _____

PERSONAL GUARANTY: The undersigned individual(s), as guarantor(s), unconditionally and irrevocably guarantees the performance by Buyer of each and every obligation of Buyer to Pacific Food Distributors. This guaranty shall be continuing and shall terminate only upon the satisfaction by Buyer of all its obligations to Pacific Food Distributors. Guarantor(s) consent that it will not be necessary for Pacific Food Distributors to initiate an action or exhaust its legal remedies against Buyer in order to enforce this guaranty. In the event of any action to enforce any of the terms or conditions of this guaranty, the prevailing party or parties shall be entitled to recover from the other party or parties reasonable attorney fees affixed by the trial court and all appellate courts.

Signature _____

Date _____

Guarantor's Name (please print) _____

Signature _____

Date _____

Guarantor's Name (please print) _____

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