



**TRADE REFERENCES**

Name:	Address:
Phone Number:	Email Address:
Name:	Address:
Phone Number:	Email Address:
Name:	Address:
Phone Number:	Email Address:

**BANK REFERENCES**

Bank Name:	Contact:
City:	Checking Account Number:
State:                      Zip:	
Phone Number:	Email Address:
Bank Name:	Contact:
City:	Checking Account Number:
State:                      Zip:	
Phone Number:	Email Address:

**CREDIT TERMS AND POLICY**

Customer warrants and represents that all information provided in this Credit Application ("Application") is true and correct to the best of Customer's knowledge. Customer acknowledges that Ole Tyme Produce, Inc. ("Seller") will rely on the information provided herein by Customer to determine whether to extend credit to Customer. The decision to extend credit to Customer shall be made by Seller in its sole and exclusive discretion, and Seller may refuse to extend credit to Customer for any reason, or no reason at all, and at any time without prior notice to Customer, except as required by law. **Customer expressly authorizes Seller to obtain a consumer credit report from time to time through credit and reporting agencies or other sources in order to further evaluate the continued extension of business credit to Customer.**

Failure to remain within the credit terms provided on Seller's invoices could result in Customer's account being placed on C.O.D. until the entire balance is paid and subject Customer's account to interest at either 1.5% per month or the maximum rate permitted by law. Customer shall be liable for any deficiency after repossession and sale. In the event of default, Customer shall pay all costs of collection, reasonable attorneys' fees, court costs, repossession fees and collection agency fees. Costs of collection, including reasonable attorneys' fees, court costs, pre-judgment interest, repossession fees and collection agency fees shall be considered sums owing in connection with the underlying transactions under the PACA trust, 7 U.S.C. § 499e.

I am authorized to sign this Application on behalf of Customer.

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**CONTINUING PERSONAL GUARANTEE**

In consideration for the extension of credit to Customer by Seller the undersigned, personally, jointly and severally, guarantee payment of all past, present, or future indebtedness of Customer to the Seller as the same may be renewed, extended or rearranged from time to time. This Guarantee is an absolute, completed and continuing one. Guarantor(s) waive(s) notice of acceptance and reliance on this Guarantee, notice of sales to Customer or any liabilities or obligations incurred by Customer, notice of default by Customer, and notation of nonpayment with respect to the obligation covered under the guarantee. This Guarantee is binding upon the undersigned, their heirs, personal representatives, successors, and assigns, and shall inure to benefit of the Seller, its successors and assigns.

The undersigned shall pay all costs of collection, including accrued interest, court costs and repossession fees, collection agency fees, and reasonable attorney's fees. All costs of collection, including court costs and repossession fees, collection agency fees, and reasonable attorney's fees shall be considered sums owing in connection with the underlying transactions under the PACA trust. Seller may waive or release collateral or other guarantors, without notice to or consent of the undersigned.

First Guarantor Name:	Signature:
Home Address:	Home Phone:
Social Security Number:	Email Address:
Second Guarantor Name:	Signature:
Home Address:	Home Phone:
Social Security Number:	Email Address:

