

Sierra Produce
1422 Edinger Ave., Suite 130
Tustin, CA 92780
657-229-6100



CREDIT APPLICATION

GENERAL INFORMATION

Date: _____ Circle: Sole Prop / LLC / LP / Prtnship / Corp

Business Name: _____

DBA Name: _____

Phone: _____ Fax: _____

Years In Bus: _____

Physical Address

Address: _____

City: _____ State: _____ Zip: _____

Billing Address

Address: _____

City: _____ State: _____ Zip: _____

D&B #: _____ Blue Book #: _____

PACA Lic #: _____ Fed ID #: _____

PRINCIPAL INFORMATION

Owner Name #1: _____ SS #: _____

Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Home Phone: _____ Cell Phone: _____

Owner Name #2: _____ SS #: _____

Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Home Phone: _____ Cell Phone: _____

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PASSINGS SENT VIA?

Preferred Method of Passing (circle one): Mail Fax Email

Fax #: _____

Email: _____

INVOICING SENT VIA?

Preferred Method of Billing (circle one): Mail Fax Email

A/P Contact: _____

Email: _____

Fax #: _____

Phone: _____

FINANCIAL REFERENCES

Have you or your company ever filed bankruptcy or been sued: Circle: Y / N

If Yes, please explain circumstances: _____

Are you willing to provide financial statements if requested?: Circle: Y / N

Bank Name: _____

Officer: _____

Address: _____

City: _____

State: _____

Zip: _____

Account #: _____

Phone #: _____

CREDIT REFERENCES

Comp Name #1: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone: _____

Fax: _____

Comp Name #2: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone: _____

Fax: _____

Comp Name #3: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone: _____

Fax: _____

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1. A finance charge calculated at the rate of 1.5% per month, 18% annually, will be applied to all past due accounts.
2. Should any action be commenced between the parties to this contract concerning the sums due hereunder or the rights and duties of any party hereto or the interpretation of this contract, the prevailing party in such action shall be entitled to, in addition to such other relief as may be granted, an award as and for the actual attorney's fees and costs in bringing such action and/or enforcing any judgment granted therein. If litigation is required, venue shall be in Orange County, CA.
3. The perishable agricultural commodities on all invoices are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.
4. The undersigned authorizes R&C Berndt, Inc., dba Sierra Produce, Inc. to investigate applicant's credit information and references listed above, and authorizes its' banks and other agencies to release financial information.

In consideration of the extension of credit for the purchase of property or services to the applicant, the undersigned personally guaranties the unconditional payment of any unpaid amount upon applicant's account, including attorneys' fees and costs. This is a guarantee of payment and not merely of collection; no collection or civil action needs to be commenced against the applicant prior to demand being made upon the undersigned. A copy or fax of this guarantee shall be as valid as the original.

SIGNATURES

Officer #1 Name (print)	Officer #1 Signature	Title	Date
Officer #2 Name (print)	Officer #2 Signature	Title	Date