



# ALOHA PRODUCE INC.



PO BOX 3099 • CLACKAMAS, OREGON 97015  
PHONE: 503-239-0300 • 800-432-2415 • FAX 503-234-8873

## CREDIT APPLICATION TO ALOHA PRODUCE INCORPORATED AND APPLICANT AGREEMENT

Please complete and mail or fax to:

Aloha Produce  
P.O. Box 3099  
Clackamas, OR 97015

Fax No. (503) 234-8873  
Phone No. (503) 239-0300  
Email: info@alohaproduce.com

Please indicate if:  Individual  Corporation  Sole Proprietorship  Partnership  
 Municipality  Limited Liability Co.  Limited Liability Partnership

Applicant's Name: \_\_\_\_\_

Business Name: \_\_\_\_\_

Billing Address: \_\_\_\_\_

Business Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

### BANK REFERENCES

Bank Name(s) (List all): \_\_\_\_\_

Branch(s): \_\_\_\_\_ Phone No. \_\_\_\_\_

Address: \_\_\_\_\_

### CREDIT REFERENCES

1. \_\_\_\_\_  
(Name, Address, Telephone Number)

2. \_\_\_\_\_  
(Name, Address, Telephone Number)

3. \_\_\_\_\_  
(Name, Address, Telephone Number)

4. \_\_\_\_\_  
(Name, Address, Telephone Number)

### FOR INDIVIDUALS / SOLE PROPRIETORSHIPS:

Social Security No. \_\_\_\_\_

### FOR BUSINESSES:

How long in business: \_\_\_\_\_ years

If less than one year, please give previous name and address:

\_\_\_\_\_

Federal Tax ID No. \_\_\_\_\_

FRESH PRODUCE • MEATS • EGGS • FROZEN FOODS • OILS • DRY GOODS • CAN GOODS • FRUIT BASKETS

**FOR PARTNERSHIPS AND SOLE PROPRIETORSHIPS**

Partner or  
Proprietor: \_\_\_\_\_  
Home Address: \_\_\_\_\_  
Home Phone: \_\_\_\_\_ SSN: \_\_\_\_\_  
Spouse' Name: \_\_\_\_\_  
Real Property Address: \_\_\_\_\_  
\_\_\_\_\_

Partner or  
Proprietor: \_\_\_\_\_  
Home Address: \_\_\_\_\_  
Home Phone: \_\_\_\_\_ SSN: \_\_\_\_\_  
Spouse' Name: \_\_\_\_\_  
Real Property Address: \_\_\_\_\_  
\_\_\_\_\_

DO YOU REQUIRE A PURCHASE ORDER? \_\_\_\_ Yes \_\_\_\_ No

Accounts Payable Contact Person: \_\_\_\_\_

**APPLICANT AGREEMENT**

We (Applicant) herein make application to Aloha Produce Incorporated, dba Aloha Produce, Inc. (hereinafter "Aloha Produce") for job credit and/or to update and reconfirm our existing accounts and balances with same. We agree to provide Aloha Produce with a current financial statement, if requested. If credit is granted, we promise to pay for all products as set forth in the applicant's invoice. We understand that all billing, accounts receivables, and credit functions are processed through company headquarters in Clackamas, Clackamas County, Oregon. We give permission to Aloha Produce and/or its agents to obtain credit bureau reports on applicants and guarantors and to verify and/or supplement the information provided herein and to continue to do so from time to time in order to update the credit file and for the purposes of collection. We hereby authorize our Bank to release information to Aloha Produce, or its representatives.

Applicant agrees that the principal balance of every invoice shall be due and payable on the tenth (10) day of the month following delivery of the products. Whether suit or arbitration is commenced or not, we promise to pay reasonable attorney fees incurred by Aloha Produce to enforce the terms hereof, and if commenced, then those attorney's fees incurred at arbitration or trial and on any appeal, review, or reconsideration thereof, including all attorney fees and costs in any bankruptcy proceeding. This agreement shall be considered to have been made in the state of Oregon, and will be interpreted in accordance with the laws of the state of Oregon. We agree that the courts of Oregon have personal jurisdiction over us and subject matter jurisdiction over this Agreement, and proper venue is in Clackamas County, Oregon, or at the option of Aloha Produce, any other state or federal court that has personal and subject matter jurisdiction over the applicant or guarantor and matter, respectively. All delinquent account balances shall accrue late charges at the rate of 1.5% per month (18%) per annum, until paid in full.

BY: \_\_\_\_\_  
(Signature of Individual, Owner, Corporate Officer, or Partner)

NAME: \_\_\_\_\_  
(Printed)

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
(Signature of Individual, Owner, Corporate Officer, or Partner)

NAME: \_\_\_\_\_  
(Printed)

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_



**ABSOLUTE UNLIMITED GUARANTY**

For value received, the undersigned jointly and severally hereby absolutely unconditionally guarantee their performance of the payment of all sums owing to Aloha Produce from Applicant, as provided above, including but not limited to late charges and reasonable attorney's fees. The liability of the undersigned for performances of applicant's agreement for payment of all sums of money referred to in the Applicant's Agreement shall not be affected by: (1) any indulgence, compromise, settlement, extension, or variation of the terms granted by Aloha Produce to Applicant; or (2) by surrender, exchange, release, or alteration of collateral held by Aloha Produce or its assigns for the obligations hereby guaranteed, or (3) by any discharge or release of any obligations of the Applicant, or any other person by operation of law or otherwise. It is understood and agreed that Aloha Produce would not have entered into the Agreement with Applicant if the undersigned Guarantor had not agreed in advance to sign this Guaranty, and that the Applicant Agreement and this Guaranty were intended as a part of a single transaction. Should there be any default on the Applicant Agreement, Aloha Produce shall have the right to proceed immediately against the undersigned guarantor, without any demand or notice of any kind or character, and without first proceeding against Applicant or any collateral. Guarantor agrees that the courts of Oregon have personal jurisdiction over Guarantor and subject matter jurisdiction over this Guaranty Agreement and if this is a guaranty of a commercial obligation, that proper venue is in Clackamas County, Oregon, or at the option of Aloha Produce, any other court that has personal and subject matter jurisdiction over the applicant or guarantor and matter, respectively. This Guaranty shall be considered to have been made in the state of Oregon and shall be interpreted in accordance with the laws of the state of Oregon. Guarantor agrees upon demand, to pay and reimburse to Aloha Produce, all costs and attorney's fees, and where applicable, administrative and arbitrator fees and expenses which Aloha Produce expends or incurs in connection with the collection of any sum guaranteed or in the enforcement of this Guaranty against Guarantor both at trial and on appeal, including attorney's fees and costs incurred in any bankruptcy proceeding.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Home Address \_\_\_\_\_

SSN \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Home Address \_\_\_\_\_

SSN \_\_\_\_\_

**CREDIT DEPARTMENT USE ONLY**

Sales Rep. Name and Number \_\_\_\_\_

Order Amount \_\_\_\_\_