



SAN RAFAEL, CALIFORNIA

Credit Application and Guarantee Agreement

- 1) This is an application for the extension or credit from MARIN PRODUCE to the undersigned. If approved, the undersigned agrees to be bound by the terms stated herein.
2) MARIN PRODUCE is entitled to conduct any investigation to verify the information contained herein and may, from time to time, perform further investigations as necessary. The undersigned will cooperate fully and without delay to complete said investigation.
3) NO CREDIT LINE is established by execution hereof; Credit is granted only at MARIN PRODUCE's sole discretion after review and investigation. Should credit be extended to the applicant(s), MARIN PRODUCE at its sole discretion may review applicant's credit history and terminate credit line at any time.
4) The undersigned agrees to pay all sums due, without offset,
a) Within net 14 days from the date of each statement, which statement shall include all purchases made and/or goods delivered during any preceding statement period, as well as all balances carried over from prior statements, if any.
b) Past due balances will be subject to a late charge of 1.5% per month. Returned checks will be subject to a \$25.00 charge.
c) In the event of delinquency, MARIN PRODUCE reserves the right to place account on a cash and carry basis until account has been paid in full.
5) The undersigned agrees to a \$75.00 minimum order per delivery; otherwise, a \$7.50 fee will be assessed.
6) Should the credit terms be breached or if there is any deviation in payment from the terms stated, at the option of MARIN PRODUCE, the entire balance of all invoices, regardless of the date of delivery, shall become immediately due and payable.
7) If the applicant is a corporation, then a personal guarantee shall be executed by the corporate officers before extension of credit.
8) This agreement and all transactions pursuant thereto shall be governed by the laws of the State of California and the undersigned expressly consents to the jurisdiction of the courts of the State of California. Should litigation be instituted by any party hereto, the prevailing party shall be entitled to attorneys' fees and court cost.

The undersigned declares under penalty of perjury under the laws of the State of California that all information provided to MARIN PRODUCE herein is true and correct.

Signed on this _____ day of _____, 2010

Print Name Authorized Signature of Officer Officer's Title

Name of Business Phone Number

PERSONAL GUARANTEE

In consideration of your extending credit to my/our company, I/we personally guarantee payment in accordance with your credit terms. I/we understand that this guarantee shall be an absolute, continuing, and irrevocable guarantee. I/we agree that you may proceed against me/us for payment without first proceeding against my/our company. A waiver or release of rights against my/our company will not discharge my/our liability to pay. In any action to enforce the respective rights and liabilities by and among the parties herein, the prevailing party shall be entitled to the recovery of attorneys' fees and costs. In the event more than one party executes this guarantee as guarantor, then each guarantor agrees to be jointly and severally liable.

Print Name Signature of Guarantor Date

Print Name Signature of Guarantor Date



SAN RAFAEL, CALIFORNIA

Business Name _____

Street Address _____
City, State, Zip Code _____
Phone _____ Fax _____
Mobile _____
Email: _____

Billing Address
Street Address _____
City, State, Zip Code _____
Phone _____ Fax _____

Name of person in charge of payments:

This business a: ___Corporation ___Proprietorship ___Partnership ___LLC ___LLP
If Corporation, give full name:
How long in business? Years: _____ Months: _____
How long at present address? Years: _____ Months: _____

Names and Addresses of all Owners and Corporate Officers:

Name _____ Title _____	Name _____ Title _____
Street Address _____	Street Address _____
City, State, Zip Code _____	City, State, Zip Code _____
Home Phone _____	Home Phone _____
Social Security# _____	Social Security# _____

Name _____ Title: _____	Name _____ Title: _____
Street Address _____	Street Address _____
City, State, Zip Code _____	City, State, Zip Code _____
Home Phone _____	Home Phone _____
Social Security# _____	Social Security# _____

Please, attach additional sheet, if necessary.

Bank Account:

Name of Bank _____	Branch _____
Street Address _____	Account Number _____
City, State, Zip Code _____	Contact Person _____

Business References:

Name _____	Name _____
Street Address _____	Street Address _____
City, State, Zip Code _____	City, State, Zip Code _____
Phone _____ Fax _____	Phone _____ Fax _____
Contact Person _____	Contact Person _____

Name _____	Name _____
Street Address _____	Street Address _____
City, State, Zip Code _____	City, State, Zip Code _____
Phone _____ Fax _____	Phone _____ Fax _____
Contact Person _____	Contact Person _____