



**OF CENTRAL OREGON
CREDIT APPLICATION & APPLICANT AGREEMENT**

PLEASE COMPLETE AND MAIL OR FAX TO:
 ALOHA PRODUCE OF CENTRAL OREGON, INC.
 20576 PAINTER STREET
 BEND, OR 97701

FAX # (541) 330-9178
 PHONE # (541) 318-0300

PLEASE INDICATE IF:

INDIVIDUAL	CORPORATION	SOLE PROPRIETORSHIP	PARTNERSHIP
LIMITED LIABILITY CO.	LIMITED LIABILITY PARTNERSHIP	MUNICIPALITY	

APPLICANT'S/BUSSINESS NAME: _____

PHYSICAL ADDRESS: _____

BILLING ADDRESS: _____

BUSSINESS TELEPHONE: _____ FAX #: _____ E-MAIL: _____

BANK REFERANCES

BANK NAME(S) *LIST ALL: _____
 BRANCH(S): _____ PHONE #: _____
 ADDRESS: _____

CREDIT REFERENCES

- 1.) _____
(NAME, ADDRESS, PHONE #)
- 2.) _____
(NAME, ADDRESS, PHONE #)
- 3.) _____
(NAME, ADDRESS, PHONE #)

FOR INDIVIDUAL/SOLE PROPRIETORSHIPS:

SOCIAL SECURITY # _____

FOR BUSINESSES:

HOW LONG IN BUSINESS: _____

IF LESS THAN 1 YEAR, PLEASE GIVE PREVIOUS BUSINESS NAME & ADDRESS:

FEDERAL TAX ID # _____

FOR PARTNERSHIPS & SOLE PROPRIETORSHIPS

PARTNER OR PROPRIETOR: _____	PARTNER OR PROPRIETOR: _____
HOME ADDRESS: _____	HOME ADDRESS: _____
HOME PHONE # _____	HOME PHONE # _____
SSN: _____	SSN: _____
SPOUSE'S NAME: _____	SPOUSE'S NAME: _____
REAL PROPERTY ADDRESS: _____	REAL PROPERTY ADDRESS: _____

DO YOU REQUIRE A PURCHASE ORDER GUIDE?

- YES
 NO

ACCOUNTS PAYABLE CONTACT COMPANY/PERSON: _____

APPLICANT AGREEMENT

WE (APPLICANT) HEREIN MAKE APPLICATION TO ALOHA PRODUCE OF CENTRAL OREGON, INC. (HEREINAFTER "ALOHA") FOR JOB CREDIT AND/OR TO UPDATE AND RECONFIRM OUR EXISTING ACCOUNTS AND BALANCES WITH SAME. WE AGREE TO PROVIDE ALOHA 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. SHOULD CREDIT PRIVILEGES BE DENIED, WE HAVE THE RIGHT TO KNOW WHY. WE UNDERSTAND THAT ALL BILLING, ACCOUNTS RECEIVABLES, AND CREDIT FUNCTIONS ARE PROCESSED THROUGH COMPANY HEADQUARTERS IN BEND, DESCHUTES COUNTY, OREGON. WE GIVE PERMISSION TO ALOHA AND/OR ITS AGENTS TO OBTAIN CREDIT BUREAU REPORTS ON APPLICANT'S 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, 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 A REASONABLE ATTORNEY FEES INCURRED BY ALOHA 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 DESCHUTES COUNTY, OREGON, OR AT THE OPTION OF ALOHA, 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 AND UNCONDITIONALLY GUARANTEE THEIR PERFORMANCE OF THE PAYMENT OF ALL SUMS OWING TO ALOHA FROM APPLICANT, AS PROVIDED ABOVE, INCLUDING BUT NOT LIMITED TO LATE CHARGES AND REASONABLE ATTORNEY'S FEES. THE LIABILITY OF THE UNDERSIGNED FOR PERFORMANCE 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 TO APPLICANT; OR (2) BY SURRENDER, EXCHANGE, RELEASE, OR ALTERATION OF COLLATERAL HELD BY ALOHA 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 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 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 DESCHUTES COUNTY, OREGON, OR AT THE OPTION OF ALOHA, 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, ALL COST AND ATTORNEY'S FEES, AND WHERE APPLICABLE, ADMINISTRATIVE AND ARBITRATOR FEES AND EXPENSES WHICH ALOHA 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: _____ SIGNATURE: _____

NAME: _____ (PRINTED) NAME: _____ (PRINTED)

HOME ADDRESS: _____ HOME ADDRESS: _____

SSN: _____ SSN: _____