



SP ID # \_\_\_\_\_  
 Account # \_\_\_\_\_  
 Terms of Sale \_\_\_\_\_  
 Approved by \_\_\_\_\_  
 Date \_\_\_\_\_

# CREDIT APPLICATION

200 Napoleon Street, San Francisco, CA 94124  
 Phone: 415.593.8080 Fax: 415.593.8383  
 www.portsseafood.com

## Company Information:

Name of Business		
Trade Name		
Street Address		
City	State	Zip
Tel	Fax	

## Bill to:

Corporate Name		
Street Address		
City	State	Zip
Tel	Account Holder	
A/P Contact Name		#

## Ship to:

Trade Name		
Street Address		
City	State	Zip
Tel	Fax	

Date Business Started \_\_\_\_\_  
 Restaurant  Hotel  
 Caterer  Country Club  
 Gourmet Retail  Wholesaler

<input type="checkbox"/> Corporation	<input type="checkbox"/> Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> LP	<input type="checkbox"/> LLC
Liquor License # & State		Federal ID #		

## Owner #1:

Name		Title
Home Address		
City	State	Zip
Tel	Social Sec #	

## Owner #2:

Name		Title
Home Address		
City	State	Zip
Tel	Social Sec #	

## Landlord:

Name		Tel	Fax
Lease	Start Date	End Date	Rent \$ Monthly Yearly
Renewal Option	<input type="checkbox"/> Yes <input type="checkbox"/> No	Years	Escalation Cause <input type="checkbox"/> Yes <input type="checkbox"/> No Percentage %

Signature/Principal \_\_\_\_\_ Print Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(C) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499 (E) (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.

**Bank Reference:**

Bank Name		
Account #		
Street Address		
City	State	Zip
Tel	Fax	
Contact Name	Title	

**Trade References:**

<b>1. Name</b>	Address	City	State	Zip	Telephone/Fax
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Years Bought	Recent High Credit Weekly Sales	Current O/S Bal.	Terms of Sales	Comments
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<b>2. Name</b>	Address	City	State	Zip	Telephone/Fax
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Years Bought	Recent High Credit Weekly Sales	Current O/S Bal.	Terms of Sales	Comments
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<b>3. Name</b>	Address	City	State	Zip	Telephone/Fax
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Years Bought	Recent High Credit Weekly Sales	Current O/S Bal.	Terms of Sales	Comments
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<b>4. Name</b>	Address	City	State	Zip	Telephone/Fax
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Years Bought	Recent High Credit Weekly Sales	Current O/S Bal.	Terms of Sales	Comments
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**All Sales To Buyer Are Subject To The Terms And Conditions Of Sale Set Forth Below.**

The undersigned hereby submits this application for the purpose of purchasing merchandise on credit from Del Monte Capitol Meat Company, LLC. and/or any other corporation or limited liability company which is now or hereafter becomes affiliated or under common control with or a parent or subsidiary of Del Monte Capitol Meat Company, LLC. (collectively referred to herein as "Del Monte") and affirms financial responsibility, ability and willingness to pay invoices in accordance with the terms and conditions of sale set forth below. The above information is warranted to be true, complete and correct. The undersigned warrants and represents that his/her business is a valid business entity and that he/she is an authorized representative of the business with authority to enter into contractual agreements. The undersigned hereby authorizes Del Monte to verify and obtain information about him/her personally and about his/her business, including but not limited to bank references, trade references, and/or commercial credit reports, as Del Monte deems appropriate in considering this application and, subsequently, for purposes of updates, renewals, or extensions of credit granted as a result of this application or in receiving or collecting the account. Del Monte will not disclose any private information obtained hereby unless it is required to do so by law to verify financial stability or in an action to collect unpaid debt. By signing below, the undersigned acknowledges that he/she has read and understands and agrees to accept and abide by the terms and conditions of sale set forth below.

In compliance with the Fair Credit Reporting Act (FCRA), this notice is to inform you that you are authorizing this organization to obtain an investigative consumer and/or business profile credit report. Please be advised that pursuant to section 606 of the FCRA, you have a right to request (1) the additional disclosures requested in such report as provided for under section 606(B) and (2) the written summary of your rights prepared pursuant to section 609(C). In addition to the authorization provided herein, you release from liability any persons involved in the credit investigation.

**Applicant:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**By:** \_\_\_\_\_ **Print Name:** \_\_\_\_\_

(Duly Authorized Representative)

## Personal Guaranty

The undersigned guarantor, in consideration of the agreement of Del Monte Capitol Meat Company, LLC. to extend credit to applicant, the receipt and sufficiency of which is hereby acknowledged, personally guarantees the full and prompt performance and compliance by applicant of all terms and conditions of this application and all terms and conditions of sale set forth below (which are fully incorporated herein), and further personally guarantees the full payment of all outstanding indebtedness of applicant to Del Monte Capitol Meat Company, LLC., and/or any other corporation or limited liability company which is now or hereafter becomes affiliated or under common control with or a parent or subsidiary of Del Monte Capitol Meat Company, LLC. (collectively referred to herein as "Del Monte")

The undersigned acknowledges and agrees that Del Monte may enforce this guaranty without first resorting to or exhausting other remedies provided herein or by applicable law. Guarantor waives diligence, demand for payment, extension of time for payment, notice of acceptance of this guaranty, notice of every kind, and consents to any and all forbearances and extensions of the time for payment or performance extended by Del Monte to applicant hereunder and to any and all changes in the terms and conditions of sale to applicant. Guarantor agrees to pay all collection costs and attorneys' fees incurred by Del Monte in enforcing this guaranty. This shall be a continuing guaranty.

The undersigned personal guarantor, recognizing that his or her individual credit history may be a necessary factor in the evaluation of this personal guaranty, hereby consents to and authorizes the use of a consumer credit report on the undersigned, by Del Monte, as specifically provided in the applicant's authorization above, from time to time as may be needed, in the credit evaluation process.

In compliance with the Fair Credit Reporting Act (FCRA), this notice is to inform you that you are authorizing this organization to obtain an investigative consumer and/or business profile credit report. Please be advised that pursuant to section 606 of the FCRA, you have a right to request (1) the additional disclosures requested in such report as provided for under section 606(B) and (2) the written summary of your rights prepared pursuant to section 609(C). In addition to the authorization provided herein, you release from liability any persons involved in the credit investigation.

**Signature:** \_\_\_\_\_ **Print Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Social Sec #:** \_\_\_\_\_

## Terms And Conditions Of Sale

**1. Payment:** Payment is due in accordance with terms on the face of this invoice. A one and one-half percent (1.5%) per month service charge will be assessed on all amounts which remain past due more than thirty (30) days. No shipment will be made to buyer when there is an outstanding balance (past 30 days) until the account is paid in full. The entire outstanding balance due to **Del Monte Capitol Meat Company, LLC. ("Del Monte")** on all invoices shall become due in full immediately upon default in the payment of any invoice.

**2. Warranty:** Del Monte expressly warrants that the commodities sold hereunder are merchantable. Del Monte makes no other warranties. This warranty is given expressly and in lieu of all other warranties, expressed or implied. Del Monte specifically excludes the warranty of fitness for a particular purpose.

**3. Claims:** All claims must be made in writing and sent by registered or certified mail, return receipt requested, or by prepaid telegram or nationally recognized express carrier, to **Del Monte Capitol Meat Company, LLC.** at 4051 Seaport Blvd, West Sacramento, CA 95691 within ten (10) days after delivery of goods. The liability of Del Monte for damages shall be limited, at the option of Del Monte, to the exchange or return of the particular merchandise with respect to which such damages are claimed. The foregoing constitutes the exclusive remedy against Del Monte. Del Monte shall not be liable for any incidental or consequential damages. Failure to make a claim in writing against Del Monte within ten (10) days after delivery of the goods thereof shall constitute an irrevocable acceptance of the goods. Notwithstanding the foregoing, returns and exchanges shall not be permitted in any instance in which Buyer sells commodities to commercial third parties.

**4. Indemnification:** Buyer shall indemnify, defend and hold harmless Del Monte and its employees, directors and officers from and against any and all claims, damages and liabilities and other court-approved expenses resulting from any third party claims, actions, proceedings, investigations or litigation to the extent that they relate to or arise out of or in connection with Buyer's sale of commodities to commercial third parties.

**5. Action to collect amounts due:** In the event that Del Monte should commence any action or actions, or otherwise seek to enforce these terms and conditions of sale against Buyer and/or any Guarantor, as applicable, Buyer and/or Guarantor will be jointly and severably responsible for all collection costs, including but not limited to, attorneys' fees, court costs and other expenses, incurred by Del Monte, whether or not suit is filed.

**6. Transfer and assignment:** Buyer's obligations under these terms and conditions of sale are not transferable or assignable without the prior written consent of Del Monte.

**7. Change of ownership:** Notification of any change in ownership of Buyer will be sent by registered or certified mail, return receipt requested, or by prepaid telegram or nationally recognized express carrier, to **Del Monte Capitol Meat Company, LLC.** at 4051 Seaport Blvd, West Sacramento, CA 95691, within five (5) business days of such change.

**8. Applicable Law, Jurisdiction And Venue:** These terms and conditions of sale shall be governed by and construed in accordance with the laws of the State of California without regard to California's choice of law provisions. Buyer and/or Guarantor(s) irrevocably submit(s) to the nonexclusive jurisdiction of any California State or U.S. Federal Court located in Yolo County over any action or proceeding arising out of or in connection with these terms and conditions of sale or any matter that is the subject of these terms and conditions of sale, and Buyer and/or Guarantor(s) hereby irrevocably agree(s) that all claims in respect of such action or proceeding may be held and determined in such California State or Federal Court. Buyer and/or Guarantor(s) agree that a final judgment in any such action or proceeding shall be conclusive and may be enforced in any other jurisdiction by suit on the judgment or in any other manner provided by law. Buyer and/or Guarantor(s) hereby waive(s), to the fullest extent permitted by law, any objection he, she, it or they may have to the laying of venue in Yolo County and any objection to any action or proceeding in Yolo County as the basis of an inconvenient forum or that the venue of the action or proceeding is improper. Buyer and/or Guarantor(s) hereby further waive(s) personal service of process and consent(s) to process being served in any such actions or proceedings by mailing of copies thereof by certified or registered mail, return receipt requested, addressed to Buyer and/or Guarantor(s) at the address of Buyer and/or Guarantor(s) appearing on this invoice and agree(s) that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right of Del Monte to serve process in any other manner permitted by law or to commence legal proceedings or otherwise proceed against Buyer and/or Guarantor(s) in any other jurisdiction to enforce judgments or rulings of the aforementioned courts.

**9. Perishable Agricultural Commodities Act And Trust**

*Please Note:* Del Monte asserts and will vigorously enforce all rights under the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499 (e) (c)) ("PACA") including the statutory trust arising under PACA. All invoices to Buyer will be marked on their face as follows: "The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by Section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499 (e) (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."

**10. Severability:** If any term or provision of these terms and conditions is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of these terms and conditions or invalidate or render unenforceable such term or provision in any other jurisdiction.

*This Application including Terms and Conditions of Sale herein shall be considered an agreement in writing by the parties before entering into the sale transaction including for purposes of PACA.*