



Rubin Bros. Produce Corp.
147 NYC Terminal Market
Bronx, New York 10474
T: (718) 589-3200 F: (718) 589-6544
www.rubinbros.com

CREDIT APPLICATION AND AGREEMENT

Please print clearly and neatly. Failure to return complete original may result in shipping delays and/or denial of application.

CUSTOMER INFORMATION

Company Name:	DBA or Trading As:	
Physical Address:	City:	Zip:
	State:	
Billing Address:	City:	Zip:
	State:	
Phone Number(s):	Fax Number(s):	

BUSINESS CREDIT INFORMATION

Federal Tax ID #/ SS#:	PACA License #:
D&B#:	Years Business Established:
Estimated Sales per Month:	Credit Dollar Amount Requested:
If Affiliate/Subsidiary, Indicate Parent:	Number of Employees:
Annual Sales Volume:	Purchasing Agent:
Date of Incorporation:	State of Incorporation:

OWNERSHIP: (A) AND IF APPLICABLE (B) OR (C) MUST BE COMPLETED

Company Type: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Entity <input type="checkbox"/> Franchisee	
(A) Individual Responsible: Name:	Email Address:
Home Address:	Home Phone:
Social Security Number:	Driver's License Number:
(B) Partnership: First Partner Name:	Email Address:
Home Address:	Home Phone:
Social Security Number:	Driver's License Number:
Second Partner Name:	Email Address:
Home Address:	Home Phone:
Social Security Number:	Driver's License Number:
(C) Corporation: Name of President:	
Name of Vice President:	Name of Treasurer:
Name of Accounts Payable Contact:	Phone Number:
Address of Principal Office (if different than above):	Phone Number:

TRADE REFERENCES

Name:	Address:
Phone Number:	Email Address:
Name:	Address:
Phone Number:	Email Address:
Name:	Address:
Phone Number:	Email Address:

BANK REFERENCES

Bank Name:	Contact:
City: State: Zip:	Checking Account Number:
Phone Number:	Email Address:
Bank Name:	Contact:
City: State: Zip:	Checking Account Number:
Phone Number:	Email Address:

AUTHORIZATION FOR CREDIT REPORT

The undersigned is executing this Authorization for Credit Report individually for the purpose of authorizing Seller to obtain a consumer credit report from time to time on the undersigned through credit and reporting agencies or other sources in order to further evaluate the credit worthiness of such individual in connection with the credit evaluation process and the extension of business credit to Customer. The undersigned, as an individual, hereby knowingly consents to the use of such credit report in connection with the fair credit reporting act as contained in 15 U.S.C. § 1681, *et seq.*, as amended from time to time.

Name: _____ Signature: _____ Date: _____

CONTINUING PERSONAL GUARANTEE

In consideration for the extension of credit to Customer by Seller the undersigned, personally, jointly and severally, guarantee payment of all past, present, or future indebtedness of Customer to the Seller as the same may be renewed, extended or rearranged from time to time. This guarantee is an absolute, complete and continuing one. Guarantor(s) waive notice of acceptance and reliance on this guarantee, notice of sales to Customer or any liabilities or obligations incurred by Customer, notice of default by Customer, and notation of nonpayment with respect to the obligation covered under the guarantee. This guarantee is binding upon the undersigned, their heirs, personal representatives, successors, and assigns, and shall inure to benefit of the Seller, its successors and assigns.

The undersigned shall pay all costs of collection, including accrued interest, court costs and repossession fees, collection agency fees, and reasonable attorney's fees. All costs of collection, including court costs and repossession fees, collection agency fees, and reasonable attorney's fees shall be considered sums owing in connection with the underlying transactions under the PACA trust, as applicable. All payments which become due under the terms of this agreement shall be made at Seller's office or at an address otherwise designated by Seller in writing. Seller may waive or release collateral or other guarantors, without notice to or consent of the undersigned.

First Guarantor Name:	Signature:
Home Address:	Home Phone:
Social Security Number:	Email Address:
Second Guarantor Name:	Signature:
Home Address:	Home Phone:
Social Security Number:	Email Address:

CREDIT TERMS AND POLICY

Customer warrants and represents that all information provided in this Credit Application and Agreement ("Agreement") is true and correct to the best of Customer's knowledge. Customer acknowledges that Rubin Bros. Produce Corp. (hereinafter and above, "Seller") will rely on the information provided herein by Customer in determining whether or not to extend credit to Customer. The decision to extend credit to Customer shall be made by Seller in its sole and exclusive discretion, and Seller may refuse to extend credit to Customer for any reason, or no reason at all, and at any time without prior notice to Customer, except as required by law.

This Agreement is not binding upon Seller unless approved by Seller in writing. If approved, this Agreement shall apply to all invoices or other documents evidencing Customer's obligations to Seller, all of which are incorporated herein by reference. Customer agrees that Seller is not subject to any terms and conditions set forth in any purchase order confirmation or other communication from Customer that would supplement or modify this Agreement.

Customer agrees that Seller is not responsible for failure to deliver to Customer any product in any quantity, quality or price, unless noted on the original delivery receipt at the time of delivery or unless Seller is specifically notified in writing of the nonconformity within twenty four hours of delivery.

Customer agrees to pay all invoices within the terms approved by Seller. A \$25.00 charge shall be assessed by Seller in the event any checks are returned by Customer's bank. Failure to remain within terms could result in the Customer's account being placed on C.O.D. terms until the entire balance is paid and may further subject Customer's account to the accrual of interest on any unpaid balance at either the rate of 1.5% per month or the maximum rate permitted by law. Customer shall be liable for any deficiency after repossession and sale. In the event of default, Customer shall pay all costs of collection, reasonable attorneys' fees, court costs, repossession fees and collection agency fees. **Costs of collection, including reasonable attorney's fees, court costs, pre-judgment interest, repossession fees and collection agency fees shall be considered sums owing in connection with the underlying transactions under the PACA trust, 7 U.S.C. § 499e, as applicable.**

Seller's failure to demand strict compliance with the terms of this Agreement shall not be construed as a waiver of any of Seller's rights at law or which arise under this Agreement.

Name:

Signature:

Date:

PRODUCT RECALL INFORMATION

In the event of any incident, product withdrawal, or product recall, Seller shall contact the individual identified below.

Alert Contact Name:

Alert Contact Title:

Mobile Number(s):

Email Address(es):

SALES AND USE TAX EXEMPTION

Name of Customer:

Tax Identifier:

Customer hereby warrants and represents that it is exempt from payment of sales and use taxes for the purchase of taxable items delivered to Customer from Seller from time to time.

Customer claims this exemption for the following reason:

I understand that Customer will be liable for payment of all state and local sales or use taxes which may become due for failure to comply with the provisions of the Tax Code and/or all applicable law. I further understand that it is a criminal offense to give an exemption certificate to Seller for taxable items that I know, at the time of purchase, will be used in a manner other than as expressed in this certificate, and may be subject to criminal fines or punishment according to law.

Signature:

Title:

Date:

LOGISTICAL INFORMATION

Receiving Hours:

Operating Hours:

Stack Height:

PO# Required for all orders: Yes No

Delivery Appointment Required: Yes No

SPACE FOR USE BY SELLER ONLY

Credit Limit:

Terms Granted:

Copy of W-9 Received: Yes No

Copy of Driver's License Received: Yes No

Notes: