



full-line wholesale bakery

CREDIT APPLICATION

**BUSINESS PROFILE**

Business Name:	Phone:			
Corporation Name:	Fax:			
Shipping Address:	City:	State:	Zip:	
Billing Address:	City:	State:	Zip:	
<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Others _____	Date established:
Federal Tax ID #:	Seller's Permit #	Estimated Monthly Purchase: \$ _____		

**OWNERS, PRINCIPALS OR OFFICERS OF CORPORATION**

Name:	Title:	SS#:	-	-	DOB:	/	/
Residence Address:	City:	State:	Zip:				
E-mail Address:	Phone:						
Name:	Title:	SS#:	-	-	DOB:	/	/
Residence Address:	City:	State:	Zip:				
E-mail Address:	Phone:						

Have any officers of this company filed for bankruptcy protection in the past? If yes, when?

**ACCOUNTSPAYABLEINFORMATION**

Contact Person:	Phone:	Fax:
E-mail Address:		

\*CREDIT TERMS – 15 DAYS – Alternate payment plans must be arranged by calling the office.

**ORDERING INFORMATION**

Name the person who will be placing the orders:	Phone:	Fax:
Email Address:	Cell Phone:	

**BANKREFERENCE**

Name:	Account Number:		
Contact Person:	Phone:	Fax:	
Address:	City:	State:	Zip:
Name:	Account Number:		
Contact Person:	Phone:	Fax:	
Address:	City:	State:	Zip:

PERSONAL GUARANTEE

PLEASE NOTE THE FOLLOWING: I, \_\_\_\_\_, (hereinafter referred to as "Guarantor") in consideration for your extending credit at my request to \_\_\_\_\_, (hereinafter referred to as the "Company"), of which I am \_\_\_\_\_ (title), hereby agree to bind myself to pay Sweet Production, Inc. on demand any sum which may become due by the Company whenever the Company fails to pay the same. It is understood that this guarantee shall be continuing and irrevocable guarantee and indemnity for such indebtedness of the Company. I do hereby waive notice of default, non-payment and notice thereof and consent to any modification or renewal of the credit hereby granted. This Guaranty shall be binding up myself, my respective heirs, my successors, and assignees.

\_\_\_\_\_  
*Signature of Guarantor (sign as individual)*

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_ Title: \_\_\_\_\_

SSN #: \_\_\_\_\_ Residence address: \_\_\_\_\_

TRADE AND CREDIT REFERENCES

1) Name:	Account Number:		
Contact Person:	Phone:	Fax:	
Address:	City:	State:	Zip:
2) Name:	Account Number:		
Contact Person:	Phone:	Fax:	
Address:	City:	State:	Zip:
3) Name:	Account Number:		
Contact Person:	Phone:	Fax:	
Address:	City:	State:	Zip:

We certify that all the information on this form is correct and authorize Sweet Production, Inc. to obtain credit information including commercial and consumer credit reports from individual companies listed herein or from any credit reporting agency. In consideration for Sweet Production, Inc. granting credit to our company, we agree to notify Sweet Production, Inc., in writing, of any development that may adversely affect our financial condition promptly. We fully understand your credit terms and agree to the proper payment in consideration of extended credit. The extension of credit hereunder, the amount of credit and the cancellation or reduction of credit shall be within the sole discretion of Sweet Production, Inc. We have read, understood, and agreed to the terms and conditions on the third page of this application.

Printed Name: \_\_\_\_\_ Signed: \_\_\_\_\_  
▲ *Signed Individually and as Officer of the Company*

Date: \_\_\_\_\_ Title: \_\_\_\_\_

HEREBY applies for credit in accordance with the terms and conditions of Sweet Production, Inc.

## TERMS AND CONDITIONS

The Credit Application and Agreement ("Agreement") is executed by the applicant (hereinafter referred to as "Customer") to persuade Sweet Production, Inc. to extend credit to Customer. All purchases by Customer hereunder are made pursuant to Sweet Production, Inc. Purchase Agreement, the Terms and Conditions of which are incorporated by reference herein.

1. Customer shall pay each invoice in full in accordance with the terms of the particular Purchase Agreement, Invoice, or other shipping document, with or without Customer's signature. In the event Customer fails to make payment when due, Customer shall pay, in addition to the invoice amount, the applicable late payment charge of 2.0% per month. Sweet Production, Inc. reserves the right to change such charges from time to time in its sole discretion and without notice. All payments are due within terms.
2. Customer agrees that should any late payment charge be deemed by a court of competent jurisdiction to violate any law, Customer's sole remedy against Sweet Production, Inc. for such violation shall be the application of any late payment charge paid in excess of the maximum rate allowable by law toward the unpaid account balance (or refund of such excess if no account balance remains unpaid.)
3. Customer agrees to pay all costs of collection by Sweet Production, Inc. of any amounts due hereunder, including actual attorney's fees. Customer further agrees that, in the event any action is brought upon or by reason of this Credit Application and Agreement by either Customer or Sweet Production, Inc., and Sweet Production, Inc. prevails, Customer shall pay Sweet Production, Inc.'s actual attorney's fees and other costs incurred as a result of or in connection with such action. To the extent state law limits the recoverability of attorney's fees, Sweet Production, Inc. shall be entitled to recover its fees up to the maximum allowed by state law.
4. Sweet Production, Inc. shall have the sole discretion and complete right to apply any payment received from Customer hereunder in any manner which Sweet Production, Inc. deems proper. Unless otherwise specified in the remittance advice, Sweet Production, Inc. may apply payments first to late payment charges, service charges, shipping charges, attorney's fees, or any other applicable charge, in any order, before applying the remainder of such payments toward Customer's principal account balance.
5. Customer represents and warrants that Customer is not a "consumer" as defined in the Federal Consumer Credit Protection Act, or any other consumer credit laws (Federal, State or Local), and Customer waives all rights granted to consumers under the Federal Consumer Credit Protection Act, and Federal, State and Local laws pertaining to "consumer" rights. Customer further represents and warrants that all purchases made from Sweet Production, Inc. and any credit extended hereunder will be used solely for business and commercial purposes.
6. This Credit Application and Agreement is governed by the laws of the State of California. Any action brought upon, or by reason of this Credit Application and Agreement shall be brought, at Sweet Production, Inc.'s sole discretion, either in a court with jurisdiction over the county in which Sweet Production, Inc. is situated, in the county in which the project for which the goods are to be used is located, or in a court or before an arbitration panel where the action between Sweet Production, Inc. and a third party is pending which concerns the subject matter of the Purchase Agreement. To the extent allowed by law, Customer waives its rights to a trial by jury in any action brought upon, or by reason of, this Agreement. This writing contains the full, final and exclusive statement of the agreement between Sweet Production, Inc. and the Customer, and no terms and conditions other than those stated herein, and no other agreement or understanding in any way purporting to modify these terms and conditions shall be binding to Sweet Production, Inc. without Sweet Production, Inc.'s written consent. Waiver by Sweet Production, Inc. of any terms or conditions of this contract or waiver of any breach thereof shall not be construed as a waiver of any other terms, conditions, or breach. Determination that any provision of this Agreement is illegal or invalid shall not affect the validity or enforceability of the remaining provisions of this Agreement.
7. Customer agrees to provide Sweet Production, Inc. with prompt written notice of any change in Customer's name, address, ownership or form of business entity. In Order to induce Sweet Production, Inc. to enter into this agreement with Customer, the Customer hereby represents and warrants to Sweet Production, Inc. that the information provided by the Customer in this application is true and accurate.