

APPLICATION FOR CREDIT



United Salad Co.
8448 NE 33rd Drive, Suite 100
Portland, OR 97211-2163
503-288-8300 Sales Office Phone

United Salad of Washington, Inc.
253-891-8918 Sales Office phone

Legal Company Name (per Secretary of State)

Date of Application

Trade Name (DBA)

Phone Number

Billing Address

Fax Number

City State Zip Code

Accounts Payable Contact Name

Shipping Address

Accounts Payable Telephone Number

City State Zip Code

EIN (Employer Identification Number)

E-mail Address for Weekly & Monthly Statements

Business is a: Corporation Partnership Individual LLC

State of Formation: _____

Date Established: _____

The following information must be completed in full. All information will be held in strict confidence.

BUSINESS OWNERSHIP:

Name

Title

Name

Title

Name

Title

NATURE OF BUSINESS:

- SNAP Retailer (Food Stamp Accepted)
 Wholesale
 Restaurant/Food Service
 Fruit/Farm Stand

- Hospital
 Long Term Care
 School
 Other: _____

DOCUMENTS TO ATTACH (If applicable):

- Continuing Guaranty SNAP Retailer Certificate WA Sales Tax Reseller Permit PACA Letter

I hereby certify that all information on this form is correct. I fully understand your credit terms and payment will be made in accordance with the terms listed on your invoices. Applicant acknowledges that this Application for Credit has not been accepted or approved until signed by your authorized representative and returned to Applicant. Applicant further acknowledges that the undersigned, by signing below, personally guarantees all of Applicant's obligations to you and that you may further require that all owners of Applicant execute and deliver to you a personal guaranty of these obligations in form and substance acceptable to you. I hereby authorize all bank, financial institutions and supplier references to release my and Applicant credit information to you.

Applicant Name (Printed)

Applicant Signature

Date

Approved By

Authorized Representative Signature

Date

APPLICATION FOR CREDIT

REFERENCES

(Vendors only. Do NOT list beverage and snack companies, landlords, construction firms, etc.)

REFERENCE #1:

Company Name

Account #

Address

City

State

Zip Code

Phone Number

Email/ Fax Number

REFERENCE #2:

Company Name

Account #

Address

City

State

Zip Code

Phone Number

Email/ Fax Number

REFERENCE #3:

Company Name

Account #

Address

City

State

Zip Code

Phone Number

Email/ Fax Number

CONTINUING GUARANTY

THIS CONTINUING GUARANTY is made and delivered this _____ day of _____, 20____, in connection with an open account (the “Account”) between Spada Properties, Inc. an Oregon corporation dba United Salad Co. (“Seller”) and _____ (“Buyer”).

In consideration of Seller’s continued extension of credit, the undersigned (jointly and severally, “Guarantor”), has agreed to guarantee Buyer’s payment and performance obligation under the Account. Guarantor believes that the transactions contemplated hereby will benefit Guarantor and, therefore, Guarantor desires to execute and deliver this Guaranty.

Guarantor agrees as follows:

1. **Guaranty.** Guarantor unconditionally and irrevocably guarantees to Seller the prompt and full payment and performance of the Obligations (defined in Paragraph 2 below) of Buyer. Guarantor promises that if Buyer fails to pay or perform any of the Obligations when due, Guarantor will pay on demand any such payments in lawful money of the United States of America and will perform any such Obligations in accordance with their terms.

2. **Guaranteed Obligations.** The obligations of Buyer guaranteed under this Guaranty (the “Obligation(s)”) are to make payment of all financial obligations of Buyer under the Account as and when due and owing.

3. **Nature of Guarantor’s Undertaking.** The liability of Guarantor shall be open and continuous for the duration of the Guaranty as provided in Paragraph 4 below. Guarantor intends to guarantee at all times the payment and performance of the Obligations. Accordingly, no payments made upon the Obligations shall be held to discharge or diminish the liability of Guarantor for any remaining amount of the Obligations.

4. **Duration.** Guarantor’s obligations under this Guaranty are effective without the necessity of any acceptance by Seller, and shall continue in full force until all the Obligations have been paid or performed in accordance with their terms.

5. **Unconditional Guarantee.** Guarantor’s obligations under this Guaranty shall be absolute and unconditional without regard to the validity or voidability of the Obligations or whether the Obligations may be or may become unenforceable in the future.

6. **Seller’s Rights and Obligations in Dealing with Buyer.** Guarantor authorizes Seller to deal with Buyer and Buyer’s sureties, endorsers, and other guarantors, in any manner in which Seller sees fit in connection with any of the Obligations, without any further notice to or consent from Guarantor.

7. **Guarantor's Waivers.** Guarantor expressly waives presentment, protest, demand, or notice of any kind, including notice of nonpayment or nonperformance of any of the Obligations and notice of any action or nonaction on the part of Seller, Buyer, or any surety, endorser or other guarantor. Guarantor waives any right of indemnity, reimbursement, contribution, or subrogation from Buyer so that, among other things, at no time shall Guarantor become a "creditor" of Buyer within the meaning of 11 U.S.C. Section 547(b) or any successor provision of the federal bankruptcy laws. Guarantor waives any right of discharge under any provision of ORS 73.0605 and any defenses based on suretyship or impairment of collateral. Guarantor waives any right to discharge in the event of the discharge of Seller by Buyer whether or not Guarantor has a right of recourse against Buyer.

8. **Seller's Rights Against Guarantor.** Upon any default of Buyer on any Obligation, Seller, at Seller's option, immediately may demand from Guarantor and be entitled to payment from Guarantor of the full amount or any part of the amount of the Obligations due, and if Guarantor shall not pay the sum demanded by Seller, Seller may proceed directly and at once against Guarantor to collect such sum without first proceeding against Buyer, or any surety, endorser, or other guarantor. Failure of Seller to make any such demand at such time or so to proceed shall not relieve Guarantor of any obligations under this Guaranty or in any sense constitute a waiver.

9. **Subordination of Guarantor's Rights Against Seller.** Guarantor agrees that the Obligations shall be prior to any claim that Guarantor may now have or acquire in the future against Buyer, whether or not Buyer becomes insolvent, and Guarantor shall and does expressly subordinate any such claim Guarantor may have against Buyer, upon any account whatsoever, to the Obligations. Guarantor assigns to Seller all claims which it may have or acquire against Buyer or any assigns or trustee in bankruptcy of Buyer; provided, that such assignment shall be effective only for the purpose of assuring to Seller full payment of the Obligations. Guarantor agrees that until the Obligations are paid and satisfied in full, it shall not exercise any right or remedy arising by reason of any performance by Guarantor of this Guaranty, whether by subrogation or otherwise, against Buyer or any other guarantor of any of the Obligations or any security for any of the Obligations.

10. **Remedies Cumulative.** No remedy granted to Seller is intended to be exclusive of any other available remedy or remedies, but each and every remedy granted under this Guaranty shall; be cumulative and shall be in addition to every other remedy given under this Guaranty or now or in the future existing at law or equity.

11. **Guarantor's Representations and Warranties.** Guarantor hereby represents and warrants that s/he is not an active duty member of, or the dependent of an active duty member of, the uniformed services of the United States of America, including members of the Army, Navy, Air Force, Marine Corps and Coast Guard on active duty or absent from duty because of sickness, wounds, leave or other lawful cause, National Guard members who are on a call to active service for more than thirty (30) consecutive days in response to a presidentially declared national emergency, members of the Reserve Forces of any branch of the military who are currently on active duty, or commissioned officers of the Public Health Service and of the National Oceanic and Atmospheric Administration.

12. Miscellaneous.

(a) Entire Agreement. This Guaranty sets forth the entire agreement and understanding of the parties in relation to the subject matter of this Guaranty and supersedes any and all prior understandings and agreements, whether written or oral, in regard to such matters.

(b) No Amendment or Waiver Without Writing. No amendment, modification, waiver or release of this Guaranty shall be established by conduct, custom or course of dealing, but solely by an instrument in writing executed by Seller. No delay or omission to exercise any right or power of Seller shall be construed to be a waiver, but any such right or power may be exercised from time to time as often as deemed expedient. If any provision in this Guaranty is breached by Guarantor and duly waived by Seller, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach.

(c) Governing Law. This Guaranty has been made entirely within the State of Oregon. This Guaranty shall be governed by and construed in accordance with the substantive and procedural laws of the State of Oregon applicable to contracts made within the State of Oregon. If any suit or action is filed by any party to enforce this Guaranty or otherwise with respect to the subject matter of this Guaranty, venue shall be in the federal or state courts in Portland, Multnomah County, Oregon.

(d) Attorneys' Fees; Expenses. Guarantor agrees to pay upon demand all of Seller's costs and expenses, including attorneys' fees and Seller's legal expenses, incurred in connection with the enforcement of this Guaranty. Costs and expenses include Seller's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (and including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services. Guarantor also shall pay all court costs and such additional fees as may be directed by the court.

(e) Binding Effect. This Guaranty shall be binding upon and inure to the benefit of the parties and their personal representatives and successors.

GUARANTOR

