

Newman's Fish Markets INC.  
2601 N. Newark St. Suite E  
PORTLAND, OR 97217

ESTABLISHED 1890  
PHONE# 503-286-5950  
Fax# 503-286-3233

**CREDIT APPLICATION**

**S** \_\_\_\_\_  
**H** BUSINESS NAME \_\_\_\_\_  
**I** \_\_\_\_\_  
**P** (DBA) TRADE NAME \_\_\_\_\_  
**T** ADDRESS \_\_\_\_\_  
**O** CITY, STATE, ZIP \_\_\_\_\_

**B** \_\_\_\_\_  
**I** ADDRESS \_\_\_\_\_  
**L** \_\_\_\_\_  
**L** CITY, STATE ZIP \_\_\_\_\_  
**T** PHONE NO. (AREA CODE) \_\_\_\_\_  
**O** FAX NO. (AREA CODE) \_\_\_\_\_

**BUSINESS FACTS**

\*  PROPRIETORSHIP  PARTNERSHIP  CORPORATION (STATE OF) \_\_\_\_\_ FRANCHISE \_\_\_\_\_

NEW OWNER? YES  PURCHASE DATE \_\_\_\_\_ NO  LENGTH OF TIME IN BUSINESS (YRS) \_\_\_\_\_

BLDG\FACILITIES:  OWNED  LEASED  RENTED

MORTGAGE\HOLDER (NAME) \_\_\_\_\_

\*COMPLETE THE FOLLOWING INFORMATION FOR ALL CORPORATE OFFICERS, PARTNERS, OR AN INDIVIDUAL PROPRIETOR\SPOUSE

NAME AND TITLE _____	NAME AND TITLE _____
HOME ADDRESS _____	HOME ADDRESS _____
CITY, STATE ZIP CODE _____	CITY, STATE ZIP CODE _____
HOME PHONE NO. FAX NUMBER _____	HOME PHONE NO. FAX NUMBER _____
SOCIAL SECURITY NO. DRIVERS LICENSE NO. _____	SOCIAL SECURITY NO. DRIVERS LICENSE NO. _____
CELL# _____	CELL# _____

**ACCOUNTS RECEIVABLE INFORMATION:**

ACCOUNTS PAYABLE CONTACT \_\_\_\_\_ TITLE \_\_\_\_\_

AP PHONE NO \_\_\_\_\_ FAX NO. \_\_\_\_\_ HOURS IN OFFICE: \_\_\_\_\_

IS A STATEMENT NEEDED EACH WEEK WHEN GIVEN CREDIT YES  NO

CREDIT CARD NUMBER: \_\_\_\_\_ EXPIRATION DATE: \_\_\_\_\_

FULL NAME ON CREDIT CARD \_\_\_\_\_

BILLING ADDRESS FOR CARD: \_\_\_\_\_

ZIP CODE: \_\_\_\_\_ THREE DIGIT CODE ON BACK OF CARD: \_\_\_\_\_

E-Mail Address \_\_\_\_\_

**BANKING:**

BANK NAME \_\_\_\_\_ OFFICER \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

CHECKING ACCOUNT# \_\_\_\_\_ BALANCE \$ \_\_\_\_\_

(LOANS) ACCT # \_\_\_\_\_ BALANCE \$ \_\_\_\_\_

TRADE REFERENCES: (PREFERABLY OTHER FOOD DISTRIBUTORS) PLEASE PROVIDE ACCOUNT AND FAX NUMBERS.  
NAME: \_\_\_\_\_ ADDRESS \_\_\_\_\_

1. \_\_\_\_\_

PHONE# \_\_\_\_\_ FAX# \_\_\_\_\_ ACCT# \_\_\_\_\_

2. \_\_\_\_\_

PHONE# \_\_\_\_\_ FAX# \_\_\_\_\_ ACCT# \_\_\_\_\_

3. \_\_\_\_\_

PHONE# \_\_\_\_\_ FAX# \_\_\_\_\_ ACCT# \_\_\_\_\_

4. \_\_\_\_\_

PHONE# \_\_\_\_\_ FAX# \_\_\_\_\_ ACCT# \_\_\_\_\_

**THIS PAGE MUST BE COMPLETED FOR EXTENSION OF ANY CREDIT TERMS**  
**Terms NET 10 DAYS**

**1. TERMS AGREEMENTS**

The undersigned (Purchaser") agrees that all purchases made by Purchaser from Newman's Fish Markets INC. or any of its subsidiaries and affiliated entities ("Seller") are subject to the following terms and conditions.

1. **Payment Terms** - Terms 10 days - All amounts due for goods and services purchased from Seller are payable at the Seller's distribution facility from which the goods and services are delivered. Purchaser acknowledges that such amounts are not payable in installments, but are payable in full as stated herein.
2. **Service Charges** - All amounts due Seller are payable in accordance with the payment terms granted by Seller's credit department from which the goods and services are delivered. If any amount due Seller is not paid in accordance with such payment terms, a delinquency charge shall be added to the sum due, which shall equal the amount obtained by multiplying the delinquent balance by two (2 %) per month.
3. **NSF Charges** - Purchaser shall pay Seller a service charge in an amount equal to the greater of \$25.00 or 5% of the check balance for all checks returned by Purchaser's bank; provided, however, that such service charge shall not be due and payable in the event such payment would result in the violation of the usury laws of the applicable jurisdiction.
4. **Attorney Fees** - In the event the account is turned over to an attorney or other agency for collection, or suit is brought on same, or the same is collected through any judicial proceeding whatsoever, Purchaser shall pay all reasonable attorney's fees and court costs incurred by Seller.
5. **Credit Investigation - Release** - Purchaser warrants to Seller that all financial information furnished for the purpose of obtaining credit is true, correct and complete in all material respects: Purchaser authorizes the release of information furnished for the purpose of the obtaining credit; Purchaser authorizes Seller to investigate all references furnished pertaining to the credit and financial responsibility of Purchaser; and Purchaser releases Seller and all credit references from any and all claims of damage resulting or alleged to result from Seller's Credit investigation.
6. **Control Change** - Purchaser shall notify Seller by first class and certified mail of any change of ownership of Purchaser. If Purchaser is incorporated, the surviving corporation of a merger, share exchange, share exchange, asset sale, or any other control change shall have all of the liabilities of Purchaser.

"Purchaser"  
X \_\_\_\_\_ Printed Name: \_\_\_\_\_

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

Sales Representative of Seller \_\_\_\_\_ Date: \_\_\_\_\_

**2. INDIVIDUAL PERSONAL GUARANTY**

I \_\_\_\_\_, for and in consideration of your extending credit at my request to \_\_\_\_\_, (the "Company"), personally guarantee prompt payment of any obligation of the company to Newman's Fish Markets INC. ("Seller"), whether now existing or hereinafter incurred, and I further agree to bind myself to pay on demand any sum which is due by the Company to Seller whenever the Company fails to pay the same. It is understood that this guaranty shall be and absolute, continuing and irrevocable guaranty for such indebtedness of the Company.

I expressly waive presentment, demand, protest, notice of protest, dishonor, diligence, notice of default or nonpayment, notice of acceptance of this guaranty, notice of the extending of any guaranteed indebtedness already or hereafter contracted for by the Company, notice of any modification or renewal of any credit agreement evidencing the indebtedness hereby guaranteed, notice of any renewal or extension of such indebtedness, and I expressly consent to any modification or renewal of any credit agreement evidencing the indebtedness hereby guaranteed, and to all renewals or extensions of such indebtedness. I further waive any right to require Seller to proceed against, or make any effort at collection of the guaranteed indebtedness from, the Company or any other party liable for such indebtedness.

If the guaranteed indebtedness is not paid by me when due, and this guaranty is placed in the hands of any attorney for collection, or suit is brought hereon, or it is enforced through any judicial proceeding whatsoever, I shall pay all reasonable attorneys fees and court costs incurred by Seller.

In the event more than one party executes the Guaranty as a guarantor, then each guarantor agrees to be jointly and severally liable for the guaranteed indebtedness, and in all instances heron, the singular shall be construed to include the plural.

**THIS SECTION MUST BE SIGNED BY: THE PRESIDENT OR OWNER OF THE COMPANY**

X \_\_\_\_\_ X \_\_\_\_\_  
Guarantor Guarantor

Print: \_\_\_\_\_ Print: \_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_

E-Mail Address \_\_\_\_\_

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