



Credit Application and Agreement

This Credit Agreement ("Agreement"), made this _____ day of _____, 20 _____, by and between, Unistar Foods Inc. ("Seller"), and _____ ("Buyer"), sets forth the general terms and conditions under which Seller will extend credit for the purchase of goods and materials outlines within, and as described in each invoice from Seller ("Products") to Buyer. The undersigned Buyer acknowledges and agrees that Seller's terms and conditions of credit, which are set forth below, and the Seller's terms of sale which are available upon request shall govern all transactions of the parties with respect to the sale of Seller's Products to Buyer, and the extension of credit to Buyer from Seller. Other than specific descriptions of the goods, and quantity, any additional or contrary terms and conditions contained in Buyer's purchase orders or other communications shall be of no force or effect, unless formally approved in writing by Seller.

Entity Name: _____ DBA: _____ Phone No.: _____

Street Address: _____ Fax No.: _____

City, State & Zip Code: _____

Type of Ownership: Partnership ___ Proprietorship ___ LLC ___ Corporation ___ Federal ID#: _____ State ID#: _____

We have been at this location since (Month, Date & Year) _____ we: Own ___ Lease/Rent ___ the above-mentioned location we occupy.

Have you ever declared bankruptcy? _____ If yes, Please write where and when: _____

Owners, Partners or Corporate Officers

Name: _____ Title: _____ Social Security #: _____ CA DL #: _____

Home Address: _____ City, State & Zip Code: _____ Phone No.: _____

Residence Status: Please Check One: Own Home ___ Lease/Rent Home ___

Name : _____ Title : _____ Social Security # : _____ CA DL # : _____

Home Address: _____ City, State & Zip Code: _____ Phone No.: _____

Residence Status: Please Check One: Own Home ___ Lease/Rent Home ___

Name : _____ Title : _____ Social Security # : _____ CA DL # : _____

Home Address: _____ City, State & Zip Code: _____ Phone No.: _____

Residence Status: Please Check One: Own Home ___ Lease/Rent Home ___

Trade References: (Major Meat and Related Industry Suppliers)

Supplier (1): _____ Contact: _____ Phone No.: _____ Email: _____

Supplier (2): _____ Contact: _____ Phone No.: _____ Email: _____

Bank References

Bank (1): _____ Contact: _____ Phone No.: _____ Email: _____

Address: _____ City, State & Zip Code: _____ Account No.: _____

AGREEMENT: I understand terms to be net 7 days and will pay account in full on or before, Friday of the following the week of delivery. I will furnish a copy of our most current financial statement for confidential use and credit purposes by Unistar Foods. I understand that late payments are subject to a 10% annual charge on the outstanding balance, from the invoice date. In the event it is necessary to institute legal action for the collection of this account, Buyer agrees to pay all reasonable attorneys' fees, in addition to all costs of suit incurred therein. Buyer further declares that Buyer has the authority to apply for credit on behalf of the herein named business and authorize Seller to make inquiries and investigate as Seller deems necessary for its credit purposes. Buyer's signature(s) below also authorizes its bank to release all financial information for this credit investigation and analysis to Seller.

GUARANTEE OF PAYMENT: To Induce delivery of goods and/or rendition of services to Buyer, and in return for the extension of credit, the undersigned hereby jointly and severally personally guarantees to pay and be responsible for payment of all amounts due Seller, by Buyer, including any and all collection charges and/or reasonable attorney's fees. This shall be an open and continuing guarantee, notwithstanding any changes, removals, extensions or the like granted by Seller. The undersigned hereby waives notice of default or non-payment. Seller shall be entitled to look to the undersigned for full payment without prior demand, notice or seeking recourse against any other party. Guarantor expressly waives any right it may have to require Seller to pursue any right of recovery against Buyer or to exhaust any security prior to seeking recovery from Guarantor. Both Buyer and Guarantor give their unconditional consent to have their personal consumer credit report obtained and used by Seller in connection with this application for credit. **Venue:** This agreement is deemed to have been entered into in the County of Los Angeles, California, and Buyer and Guarantor consents to jurisdiction and venue of ANY court selected by Seller in the State of California. **Choice of Law:** Buyer and Guarantor consents to California law as the applicable law governing any and all credit agreements with Seller.

Date: _____ Print _____ Sign _____

Date: _____ Print _____ Sign _____

AUTHORIZATION AND RELEASE: In accordance with the Privacy Act, Freedom of Information Act, the Fair Credit Reporting Act, and any similar federal, state, or local statutory or common laws or regulations, Buyer expressly authorizes the above-named references, any credit reporting agency, any law enforcement agency (federal/state/local) and any person or entity with knowledge of information relevant to this request for credit to release Buyer information to Seller and its affiliated entities and their officers, directors, agents and employees each of whom may request, obtain and use such information under this Agreement.

Buyer hereby agrees to release, indemnify, defend, and hold harmless each of the Seller and all other person or entities, including without limitation those providing information, from any and all liability for losses, claims, injuries, liabilities, and damages of whatever kind of nature, whether known or unknown, including without limitation those based upon defamation, invasion of privacy, and rights of publicity and personality, which may at any time arise or accrue to Buyer or Buyer's heirs, successors, parents, affiliates, subsidiaries, assigns, officers, directors, employees, agents or other persons or entities claiming by or through any of the foregoing entities, on account of provision of such information or reliance on such information or on other information gathered pursuant thereto and hereto.

Buyer hereby authorizes this Credit Agreement and release to be shown and delivered to such person, with a copy of this Credit Agreement and release to be as valid as the original. The undersigned has read, and agreed to, all of the terms and conditions of the Credit Agreement. I certify that the Buyer information set forth on this Credit Agreement is true and accurate and I am authorized to sign on behalf of the Buyer.

Signer(s) must be an Owner or Officer of the Company

BUYER

Name: _____ Title: _____

Signature: _____ Date: _____



Building our business . . . by helping build yours
LOS ANGELES • SAN DIEGO • LAS VEGAS • SAN FRANCISCO

The undersigned consents to UNISTAR FOODS INC.

Obtaining a Consumer Credit Report on _____

For the purpose of evaluating the credit worthiness of _____
in connection with this application for business credit.

Customer Signature _____

Print Full Name _____

To be signed by owner, partner, or authorized officer only:

Please indicate which: _____

SSN# _____

Residence Address: _____

Home Phone: _____ DOB: _____

128 N. Gibbs Street, Pomona, CA 91769
Mailing Address: P.O. Box 134, Pomona, CA 91769-0134
Tel: 909.622.9611
Fax: 909.629.5756