



The Fresh Idea Company

FAX COVER SHEET

To: Costa Fruit & Produce Credit Dept.

From:

Fax: (617) 241- 8718

Date:

Phone: (617) 241- 8007

Pages:

Re:

CC:

Credit Application Attached

Salesperson Name (If Applicable)

Costa Fruit & Produce

18 Bunker Hill Industrial Park • Boston, MA 02129 • (617) 241-8007

CREDIT APPLICATION AND AGREEMENT

TERMS AND CONDITIONS:

The Purchaser named on the reverse side of this Credit Application and Agreement agrees that all purchases made by the Purchaser or by any person representing himself to be an employee, agent or representative of the Purchaser from Costa Fruit & Produce and its affiliates (the Seller) shall be subject to the credit terms and conditions of the Seller as established and amended from time to time, including the terms and conditions set forth herein. The Purchaser represents and warrants that the information furnished herein is true, correct and complete. The Purchaser hereby authorizes the Seller to investigate and obtain information from all banks and other credit references and sources (whether or not listed in this Credit Application and Agreement) regarding the Purchaser's creditworthiness.

All credit extensions shall be made at the sole discretion of the seller and may be denied, altered or terminated by the Seller at any time without cause. In the event of any change in the ownership of the Purchaser or the Purchaser's business, the Purchaser shall be jointly and severally liable with its successors for all sales to such successors that originate and are charged to the Purchaser's account before the Seller receives notice by registered or certified mail of such change in ownership. The Seller reserves the right to require any such successors to submit a new credit application prior to any extension of credit to such successors. The Purchaser agrees to pay all amounts due to the Seller in full in accordance with the terms stated on each invoice. Any amount not paid when due to the Seller shall bear interest at the rate of eighteen percent (18%) per annum or the maximum lawful rate until paid.

A service charge shall be payable by the Purchaser for any check returned by the Purchaser's bank. The Purchaser shall pay all attorney's fees, collection and court costs and other expenses incurred by the Seller to collect any obligations owing by the Purchaser, whether or not incurred in connection with litigation. The Purchaser agrees that the venue of action to enforce this Credit Application Agreement shall be at the Seller's option. All perishable agricultural commodities are sold subject to the statutory trust authorized by section 5(C) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C 499e(c)). The Seller retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivable or proceeds from the sale of these commodities until full payment is received.

PURCHASER

Signature: _____	Print Name: _____	Title: _____	Date: _____
Signature: _____	Print Name: _____	Title: _____	Date: _____

INDIVIDUAL PERSONAL GUARANTEE

To induce Costa Fruit and Produce (the Seller), and its affiliates to conduct business with the Purchaser named in the foregoing Credit Application and Agreement, the undersigned, jointly and severally, personally and unconditionally guarantee to the Seller the full payment when due of all obligations now or hereafter owing by the Purchaser to the Seller, including, and without limitation, all obligations arising out of or in connection with the sale of goods or the provision of any services by the seller and all interest and late charges, attorneys' fees and collection costs. Each of the undersigned hereby waives any right to notice and waives any right to the Seller whether before or in connection with the enforcement of this guarantee, to proceed against the Purchaser or any other person or against any security interest or to pursue any other right of remedy available to the Seller.

(1) Signature: _____ Print: _____ Date: _____

Home Address: _____ SS #: _____

Witness: _____ Print: _____ Date: _____

(2) Signature: _____ Print: _____ Date: _____

Home Address: _____ SS #: _____

Witness: _____ Print: _____ Date: _____