

LOCATIONS:  
4229 MICHAEL AVALON DR. JACKSON, MS  
2208 W 21ST ST. JACKSONVILLE, FL  
23759 COUNTY RD 64 ROBERTSDALE, AL



CORPORATE CREDIT DEPT  
(904) 309-5616  
FAX (904) 366-1379  
accounts@sunrisefreshproduce.com

**CUSTOMER ACCOUNT APPLICATION**

1. \_\_\_\_\_  
LEGAL BUSINESS NAME  
S \_\_\_\_\_  
d.b.a. TRADE NAME  
H \_\_\_\_\_  
ADDRESS  
I \_\_\_\_\_  
CITY/STATE/ZIP  
P \_\_\_\_\_  
E-MAIL ADDRESS  
T \_\_\_\_\_  
O \_\_\_\_\_  
PHONE / FAX

2. TYPE OF OWNERSHIP:  PROPRIETORSHIP  LLC  
 CORPORATION NO. YEARS IN BUSINESS \_\_\_\_\_  
FRANCHISE OF \_\_\_\_\_  
NEW OWNER? \_\_\_ yes \_\_\_ no PURCHASE DATE \_\_\_\_\_  
FEDERAL EIN I.D. # \_\_\_\_\_  
SALES TAX EXEMPTION I.D. # \_\_\_\_\_  
(Please provide copy)

3. TERMS REQUESTING: COD 7 10 14 21 28 ANTICIPATED WEEKLY PURCHASES \$ \_\_\_\_\_

4. PRINCIPAL OWNERS/OFFICERS: (IF OWNED BY CORPORATION, GIVE CORPORATE NAME, HOME OFFICE ADDRESS OR NAME(S) OF PARTNERS.)  
(A). FULL NAME \_\_\_\_\_ % OWNED \_\_\_\_\_ HOME PHONE NO. \_\_\_\_\_ RENT  
HOME ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ ST. \_\_\_\_\_ ZIP \_\_\_\_\_ BUY  
D.O.B. \_\_\_\_\_ Social Security No. \_\_\_\_\_ Drivers Lisc. No. \_\_\_\_\_  
(B). FULL NAME \_\_\_\_\_ % OWNED \_\_\_\_\_ HOME PHONE NO. \_\_\_\_\_ RENT  
HOME ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ ST. \_\_\_\_\_ ZIP \_\_\_\_\_ BUY  
D.O.B. \_\_\_\_\_ Social Security No. \_\_\_\_\_ Drivers Lisc. No. \_\_\_\_\_

5. ACCOUNTS PAYABLE: CONTACT NAME: \_\_\_\_\_ PHONE \_\_\_\_\_  
E-MAIL FOR ACCOUNT STATEMENTS: \_\_\_\_\_ FAX \_\_\_\_\_  
BILL TO ADDRESS: \_\_\_\_\_ CITY \_\_\_\_\_ ST. \_\_\_\_\_ ZIP \_\_\_\_\_

6. BANKING REFERENCE:  
BANK NAME \_\_\_\_\_ BANK PHONE \_\_\_\_\_ ACCOUNT # \_\_\_\_\_

7. TRADE REFERENCES (PREFERABLY FOOD DISTRIBUTORS)  
NAME \_\_\_\_\_ ADDRESS \_\_\_\_\_ PHONE ( ) \_\_\_\_\_ FAX ( ) \_\_\_\_\_ TERMS OF SALE \_\_\_\_\_  
NAME \_\_\_\_\_ ADDRESS \_\_\_\_\_ PHONE ( ) \_\_\_\_\_ FAX ( ) \_\_\_\_\_ TERMS OF SALE \_\_\_\_\_  
NAME \_\_\_\_\_ ADDRESS \_\_\_\_\_ PHONE ( ) \_\_\_\_\_ FAX ( ) \_\_\_\_\_ TERMS OF SALE \_\_\_\_\_  
NAME \_\_\_\_\_ ADDRESS \_\_\_\_\_ PHONE ( ) \_\_\_\_\_ FAX ( ) \_\_\_\_\_ TERMS OF SALE \_\_\_\_\_

Applicant hereby certifies that the information furnished under his Application and other financial statements furnished in connection herewith, is true and correct and that the information is being furnished to Sunrise Fresh Produce, LLC for the purpose of inducing Sunrise Fresh Produce, LLC to extend credit to Applicant and understands that Sunrise Fresh Produce, LLC intends to rely upon such information. Applicant agrees to be bound by the terms and conditions (see reverse side) in this Application and all invoices and other documents furnished by Sunrise Fresh Produce, LLC from time to time, all of which are incorporated herein by references, and to advise Sunrise Fresh Produce, LLC in writing to Corporate Office of any material change in the information provided herein, including but not limited to change in ownership, address or telephone. Applicant understands that Sunrise Fresh Produce, LLC will retain this Application whether or not it is approved. Applicant hereby authorizes Sunrise Fresh Produce, LLC to check personal and business credit history and trade and bank references for customary credit information on all parties named in section 4 of this application, to confirm the information contained on this Application and to release information to other creditors regarding Applicant's credit experience with Sunrise Fresh Produce, LLC. Applicant hereby authorizes its bank to release information to Sunrise Fresh Produce, LLC regarding its checking and/or other accounts.

\_\_\_\_\_ FULL CORPORATION NAME \_\_\_\_\_ BY AUTHORIZED AGENT/OFFICER/OWNER (PRINT)  
\_\_\_\_\_ dba NAME OF BUSINESS \_\_\_\_\_ X \_\_\_\_\_ SIGNATURE & TITLE \_\_\_\_\_ DATE \_\_\_\_\_

(TERMS AND CONDITIONS ON REVERSE SIDE)

WITNESS: \_\_\_\_\_

OFFICE USE: SALES REP: \_\_\_\_\_ BRANCH: \_\_\_\_\_ PL: \_\_\_\_\_ ACCT TYPE: S/P \_\_\_\_\_  
ACCOUNT #: \_\_\_\_\_ TERMS: \_\_\_\_\_

**8. TERMS AND CONDITIONS OF AGREEMENT**

In consideration of the opening of account by Sunrise Fresh Produce, LLC to Applicant, Applicant agrees to the following terms and conditions:

1. All purchases by Applicant of goods and/or services from Sunrise Fresh Produce, LLC will be made in accordance with the terms and conditions of this Application and any invoices and/or other documents evidencing the Applicant’s obligations to Sunrise Fresh Produce, LLC, all of which are incorporated herein by this reference.
2. Payment of the purchase price for goods and/or services acquired from Sunrise Fresh Produce, LLC shall be made pursuant to the terms set forth on each invoice, and Applicant agrees to pay all charges according to the payment terms established in said invoice. The entire outstanding balance due to Sunrise Fresh Produce, LLC on all invoices shall become due in full immediately upon default in the payment of any invoice.
3. Applicant agrees to pay interest in the amount of 1.5% per month, or the highest rate permitted by law, whichever is greater, on any payment considered past due until collected.
4. Applicant agrees to pay all costs of collection incurred by Sunrise Fresh Produce, LLC, including reasonable attorneys’/agencies’ fees and expenses, should a default in payment or any other obligation of Applicant occur.
5. Applicant agrees to pay a service/handling charge at the highest rate permitted by state law for each non-sufficient/returned check to Sunrise Fresh Produce, LLC.
6. The parties hereto hereby irrevocably consent (a) to the jurisdiction of the Justice, Circuit, Chancery or County Courts of Forrest or Hinds County, Mississippi, and of any Federal Court located in the Southern District of Mississippi, Hattiesburg Division, and agree that venue in each of such Courts is proper in connection with any action or proceeding arising out of or relating to this Account or any document or instrument delivered pursuant to this Account or the other documents relating to this Account, and (b) to the service of process by certified mail, return receipt requested. Nothing herein shall affect the right of any party to serve process in any other manner permitted by law or to commence legal proceeding or otherwise proceed against any party in any other jurisdiction.

**Sunrise Fresh Produce, LLC complies with the Federal Equal Credit Opportunity Act.**

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant’s income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission.

If you would like a statement of specific reason (s) why your application was not approved for requested terms or why terms were denied, please send written request to: Sunrise Fresh Produce, LLC, Attn: Credit Department, 2208 West 21st Street, Jacksonville, FL 32209 within 60 days of the date of application. We will provide you with a statement of reason(s) within 30 days after receiving your request.

**PERSONAL GUARANTY**

The undersigned agrees to act as a personal guarantor for all debts incurred both now and in the future by the Company, Organization, person or corporations who have signed this credit application and have been extended credit, both now and in the future. Guarantor recognizes, understands and agrees that this guarantee cannot be revoked or rescinded if any principal balance remains outstanding. Guaranty is absolute, continuing and irrevocable guarantee and is not conditioned upon any other person or party signing the same. Guaranty is enforceable individually and/or severally.

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 Sunrise Fresh Produce, LLC 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 an attorney for collection, or suit is brought hereon, or it is enforced through any judicial proceeding whatsoever, I shall pay all reasonable attorney’s fees and court costs incurred by Sunrise Fresh Produce, LLC.

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

The parties hereto hereby irrevocably consent (a) to the jurisdiction of the Justice, County, Circuit and/or Chancery Courts of Forrest or Hinds County, Mississippi, and of any Federal Court located in the Southern District of Mississippi, Hattiesburg Division, and agree that venue in each of such Courts is proper in connection with any action or proceeding arising out of or relating to this Account or any document or instrument delivered pursuant to the Account or the other documents relating to this Account, and (b) to the service of process by certified mail, return receipt requested. Nothing herein shall affect the right of any party to serve process in any other manner permitted by law or to commence legal proceeding or otherwise proceed against any party in any other jurisdiction.

The guarantor hereby grants permission to Sunrise Fresh Produce, LLC to obtain personal credit information from the references furnished and/or from credit bureau reports as may be deemed advisable.

GUARANTOR SIGNATURE \_\_\_\_\_  GUARANTOR SIGNATURE \_\_\_\_\_

DATED \_\_\_\_\_ SS # \_\_\_\_\_  DATED \_\_\_\_\_ SS # \_\_\_\_\_

ADDRESS \_\_\_\_\_  ADDRESS \_\_\_\_\_

GUARANTOR SIGNATURE \_\_\_\_\_  GUARANTOR SIGNATURE \_\_\_\_\_

DATED \_\_\_\_\_ SS # \_\_\_\_\_  DATED \_\_\_\_\_ SS # \_\_\_\_\_

ADDRESS \_\_\_\_\_  ADDRESS \_\_\_\_\_

IN PRESENCE OF (WITNESS OR NOTARY): \_\_\_\_\_ DATED \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ ST \_\_\_\_\_ ZIP \_\_\_\_\_