

# ROBERTSON FRUIT & PRODUCE, INC.

*Since 1947*

101 Horseshoe Lake Road  
Monroe, LA 71203

Phone: 318-387-5647 Fax: 318-387-8404  
[www.robertsonproduce.com](http://www.robertsonproduce.com)

## Credit Application and Agreement

Cash  Check

Weekly  Monthly

**TYPE OF BILLING**

\_\_\_\_\_  
**SALESPERSON'S NAME**

\_\_\_\_\_  
**DATE**

Legal Business Name

(Referred to as "Buyer") \_\_\_\_\_ DBA: \_\_\_\_\_

Billing Address: \_\_\_\_\_ Ship To Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Bus. Phone \_\_\_\_\_ Fax # \_\_\_\_\_ Bus. Phone \_\_\_\_\_ Fax # \_\_\_\_\_

Email Address: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Circle one: **MAIL / DELIVER** Billing Statement

Owner's Name: \_\_\_\_\_

Owner's Home Address \_\_\_\_\_

Type of Business \_\_\_\_\_ Amount of Credit Requested \_\_\_\_\_

Length of Time in Business \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_ Account # \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Fax \_\_\_\_\_ Phone \_\_\_\_\_

If Individual or Partnership, list Owner(s) or General Partner(s) Driver's License Number(s) and Social Security Number(s):

\_\_\_\_\_

If Husband and Wife, list ALL numbers: \_\_\_\_\_

If Corporation, list Federal I.D. and DUNS Number: \_\_\_\_\_

\_\_\_\_\_

**PLEASE LIST AT LEAST THREE TRADE/CREDIT REFERENCES:  
(NO CREDIT CARD OR UTILITY COMPANY REFERENCES)**

Name \_\_\_\_\_ Account # \_\_\_\_\_

Address \_\_\_\_\_ Fax \_\_\_\_\_ Phone \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Name \_\_\_\_\_ Account # \_\_\_\_\_

Address \_\_\_\_\_ Fax \_\_\_\_\_ Phone \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Name \_\_\_\_\_ Account # \_\_\_\_\_

Address \_\_\_\_\_ Fax \_\_\_\_\_ Phone \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**MISCELLANEOUS:**

1. This Agreement may be supplemented by the Company through the issuance of addendums. Such Addendums shall become a part of this Agreement unless written notice of objection is received by the Company within 30 days of Buyer's initial receipt of the addendum.
2. If for any reason one or more terms of this Agreement are unenforceable, the parties intend to be bound by the remaining terms.
3. The parties intend for this Agreement to be broadly constructed. "Applicant" and "Buyer" include those Named in this Agreement. The terms also include any related or similarly named business in which Applicant or Buyer has an interest either now or in the future.
4. If claiming a sales or use tax exemption, Buyer must attach a signed sales or use tax exemption certificate.
5. Buyer consents to the release of financial information from all references, including banks and/or other Financial institutions.

(Failure to sign this Guaranty will result in the inability for Robertson Fruit & Produce, Inc. to extend credit.)

**Applicant/Buyer:**

**Attest:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

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

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

**CONTINUING GUARANTY AGREEMENT**

In consideration of credit being extended by Robertson Fruit & Produce, Inc. (the "Company") to the above named Buyer for products to be purchased whether Buyer be an individual, individuals, a proprietorship, a partnership, a corporation of any other entity, the undersigned guarantor or guarantors each hereby contract and guarantee to the Company the faithful payment, when due of all accounts of said Buyer for purchased made after the date of this Agreement. The undersigned guarantor or guarantors each hereby expressly waive all notice of acceptance of this guaranty, notice of extension of credit to Buyer, presentment, and demand for payment on Buyer, protest and notice to undersigned guarantor or guarantors of dishonor or default by Buyer or with respect to any security held by the Company, extension of time of payment to Buyer, acceptance of partial payment or partial compromise, all other notices to which the undersigned guarantor or guarantors might otherwise be entitled and demand for payment under this guaranty. If any payments on this guaranty are set aside, recovered, or required to be returned in the event of insolvency, bankruptcy or reorganization of Buyer, guarantor or guarantor's obligations under this guaranty will continue as if such payments had never been made. The undersigned guarantor or guarantors each hereby agree to pay reasonable attorney's fees and other collection costs if this guaranty is placed in the hands of an attorney for collection. Guarantor or guarantors acknowledge receipt of good and sufficient consideration for execution of this guaranty. This continuing guaranty shall be in full force and effect from the date of this Agreement.

**VENUE AND CHOICE OF LAW:**

This guaranty is payable and performable in Monroe, Ouachita Parish, Louisiana. Venue for any dispute concerning this guaranty shall be in Monroe, Ouachita Parish, Louisiana. The interpretation and enforcement of this guaranty shall be governed by the laws of the state of Louisiana and any applicable federal law.

**MISCELLANEOUS:**

If for any reason one or more terms of this guaranty is unenforceable, the parties intend to be bound by the remaining terms.

The parties intend for this guaranty to be broadly construed. "Guarantor and "guarantors" include those named in this guaranty. The terms also include any related or similarly named business in which guarantor or guarantors have an interest either now or in the future.

(Failure to Sign This Guaranty will result in the inability for Robertson Fruit & Produce, Inc. to extend credit.)

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

**Witness**

**Witness**