



Application for Credit

Name of Corporation, Company, or responsible Party _____ dba, if different than billing name _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____

Check this box if you have more than one location under the above name, and on a separate sheet, please attach the names and addresses of all stores / locations which you would like billed under this account.

Resale Number: _____ (required) Number of years in Business _____

Corporation Fed ID # _____ Partnership Sole Proprietor LLC Other _____

Individuals, partners in partnerships, LLC Managers, and Corporate Officers: (Required, fill completely.)

Name: _____ Position _____ Residence Address: _____ City, State, Zip _____

Driver's License # _____ SS#: _____ Telephone # _____

Name: _____ Position _____ Residence Address: _____ City, State, Zip _____

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Name: _____ Position _____ Residence Address: _____ City, State, Zip _____

Driver's License # _____ SS#: _____ Telephone # _____

Bank _____ Bank Address _____ Account Name _____

Bank Account #: _____ Tel # _____ Fax # _____

I hereby authorize the above bank to release relevant information to United Pacific for establishing credit.

_____ **Date** _____

1) Trade Reference _____ Telephone # _____ Fax # _____

2) Trade Reference _____ Telephone # _____ Fax # _____

3) Trade Reference _____ Telephone # _____ Fax # _____

4) Trade Reference _____ Telephone # _____ Fax # _____

5) Trade Reference _____ Telephone # _____ Fax # _____

Please list 2 Major Credit Cards:

Credit Card Type _____ Credit Card Account # _____ (Code) _____ Expiration _____

Credit Card Billing Address: _____ City _____ State _____ Zip _____

Credit Card Type _____ Credit Card Account # _____ (Code) _____ Expiration _____

Credit Card Billing Address: _____ City _____ State _____ Zip _____



Application for Credit

The undersigned authorizes U.P.D., Inc. to obtain any information it considers necessary for considering a credit term for the applicant. The undersigned has read and understands the terms and conditions and agrees to be bound by the aforementioned.

APPLICANT

DATE: _____

COMPANY NAME: _____

PRINT AUTHORIZED NAME: _____

AUTHORIZED SIGNATURE: _____ **TITLE:** _____

CONTINUING PERSONAL GUARANTEE

To induce UNITED PACIFIC DESIGNS ("UPD, INC") to accept the foregoing Purchase Agreement ("Agreement") and to sell merchandise to "Buyer" identified therein, the undersigned ("GUARANTOR") hereby unconditionally, absolutely and irrevocably agrees to guarantee Buyer's full performance of its obligations thereunder, whether past, present and/or future.

GUARANTOR agrees that GUARANTOR's obligations under this Guarantee shall be joint and several with those of Buyer and that UPD, INC shall not be obligated to first exercise any remedy it may have against Buyer before proceeding against GUARANTOR.

This Guarantee is a continuing guarantee. UPD, INC has no obligation to tell GUARANTOR that it has accepted this personal Guarantee and has extended credit thereon. It shall remain in full force and effect until GUARANTOR delivers to UPD, INC written notice revoking it as to indebtedness incurred subsequent to such delivery. Such revocation shall permit UPD, INC at its option to terminate its course of dealing with Buyer for the sale of merchandise to Buyer by UPD, INC. Such revocation shall also not affect the guarantee within the specified credit limit, as to merchandise purchased by Buyer prior to receipt of such written notice of revocation, but shall be effective as to all merchandise purchased by Buyer from and after UPD, INC's receipt of the written notice of revocation.

GUARANTOR(S) agree that this Guarantee shall be interpreted under the laws of the State of CALIFORNIA and agree that the venue for any action brought by UPD, INC to enforce any term of this Guarantee shall be taken in LOS ANGELES County, or any other county, at the discretion of UPD, INC. The consideration of, and in order to induce you to establish an open account line of credit based on the foregoing application, the undersigned GUARANTOR promises to pay for all purchases in accordance with the terms & conditions of sale. If at any time, for any reason, the GUARANTOR is unable to pay for said purchases when due, I/we authorize UPD, INC dba UNITED PACIFIC DESIGNS, to charge on my/our credit cards listed herewith

GUARANTOR's liability shall continue notwithstanding any incapacity, death or disability of any person or a change in ownership or a change in form of ownership of Buyer. The failure by UPD, INC to enforce a claim against the estate (either in administration, bankruptcy or other proceeding) of Buyer or of any person shall not affect GUARANTOR's liability hereunder, nor shall GUARANTOR be released from liability if recovery from Buyer, any other GUARANTOR, or any other person, becomes barred by any statute of limitations or is otherwise prevented.

GUARANTOR(S) waives and agrees not to assert or take advantage of the defense of the statute of limitations in any action hereunder, or for the collection of any credit hereby guaranteed. GUARANTOR(S) waives any defense he/she may have that UPD, INC has waived any rights against Buyer, has relinquished any security, or has amended or modified the Agreement, all of which GUARANTOR(S) agrees UPD, INC may do without GUARANTOR(S) consent or notice.

GUARANTOR(S) acknowledge that he/she/they is/are benefitting financially from the subject matter of this Guarantee, and that he/she/they execute such Guarantee in the normal course of business.

This Guarantee shall inure to the benefit of UPD, INC, its successors and assigns and the assignees of any credit hereby guaranteed. It shall bind GUARANTOR(S), his/her/their legal representatives and assigns. If action is brought on this Guarantee, UPD, INC shall be entitled to recover its actual attorney's fees at the rate of no less than \$250.00 per hour and costs of suit. Suit on this Guarantee may be made in any court with subject matter jurisdiction in the County of Los Angeles, State of California and GUARANTOR(S) irrevocably consent to personal jurisdiction and venue of any such court.

UPD, INC dba UNITED PACIFIC DESIGNS, IS HEREBY AUTHORIZED TO OBTAIN ANY INFORMATION IT CONSIDERS NECESSARY FROM ANY SOURCE CONCERNING THE STATEMENTS IN THIS APPLICATION.

(NAME OF GUARANTOR) (Required)

(COMPANY NAME)

(SIGNATURE OF GUARANTOR) (Required)