U.P.D., Inc. - 4507 S. Maywood Ave. - Vernon, CA 90058 - 323-588-8811 phone 323-588-8844 fax

## **Application for Credit**

Name of Corporation, Company	, or responsible Party	dba, if differe	nt than billing name		
Address			Accounts Pa	yable Contact	`
City State	Zip	Name:			
Phone	Fax	Email: Phone:			
Check this box if you have more which you would like billed under	e than one location under the a or this account.	bove name, and on a seperate she	eet, please attach the na		
Resale Number:		(required) Num	ber of years in Busi	ness	
Corporation Fed ID #_		Partnership Sole F	Proprietor	LLC Othe	r
Individuals, partners in part	nerships, LLC Manage	ers, and Corporate Office	rs: (Required, fi	ll completely.)	
Name:	Position	Residence Address:			City, State, Zip
Driver's License #	SS#:	Telepl	none #		
Name:	Position	Residence Address:			<u> </u>
Driver's License #	SS#:	Telep	hone #		City, State, Zip
Bank	Bank Address	·	Account	t Name	
Bank Account #:		Tel #	Fax #		
I hereby authorize the above <b>b</b>	oank to release relevant in	formation to United Pacific	for establishing cro	edit.	
X		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 Care					
Credit Card Type	_Credit Card Account #		(Code)	Expira	ation
Credit Card Billing Address: Credit Card Type			-		-
Credit Card Billing Address:				-	
Strait Cara Dining Planess.					r

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## **Application for Credit**

The undersigned authorizes U.P.D., Inc. to obtain any information necessary, **including credit score from credit bureaus/agency**, 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 <u>U.P.D., INC. dba UNITED PACIFIC DESIGNS</u> ("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 <u>UPD, INC</u> shall not be obligated to first exercise any remedy it may have against Buyer before proceeding against GUARANTOR.

This Guarantee is a continuing guarantee. <u>UPD, INC</u> 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 <u>UPD, INC</u> written notice revoking it as to indebtedness incurred subsequent to such delivery. Such revocation shall permit <u>UPD, INC</u> at its option to terminate its course of dealing with Buyer for the sale of merchandise to Buyer by <u>UPD, INC</u>. 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 <u>UPD, INC</u>'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 <u>UPD, INC</u> to enforce any term of this Guarantee shall be taken in LOS ANGELES County, or any other county, at the discretion of <u>UPD, INC</u>. 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 <u>U.P.D., INC. dba UNITED PACIFIC DESIGNS</u>, 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 <u>UPD, INC</u> 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 <u>UPD, INC</u> has waived any rights against Buyer, has relinquished any security, or has amended or modified the Agreement, all of which GUARANTOR(S) agrees <u>UPD, INC</u> 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 <u>UPD, INC</u>, 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, <u>UPD, INC</u> 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 IS HEREBY AUTHORIZED TO OBTAIN ANY NECESSARY INFORMATION FROM ANY SOURCE CONCERNING THE STATEMENTS IN THIS APPLICATION, **INCLUDING CREDIT SCORE FROM CREDIT BUREAUS/AGENCY.** 

(Required)

(NAME OF GUARANTOR)

(COMPANY NAME)

(Required)

(SIGNATURE OF GUARANTOR)