CREDIT APPLICATION

GET FRESH PRODUCE

Fresh Is Everything

Salesperson_____

Terms Requested _____

Legal Name_____ **D.B.A.**_____

_____

Address *City/State/Zip*

_____ _____ _____

Phone Number *Fax Number* *Cell Phone Number*

___ ___ -_____ _____-_____-___ ___ ___ ___

FEDERAL ID# (IF CORP OR PARTNERSHIP) *SS# (IF SOLE PROP.)*

Years in Business: _____ **Business is a: CORP**_____**PARTNERSHIP**_____**SOLE PROP**_____

[1.] Principal Name/Title: _____

_____

Home Address *City/State/Zip*

_____ _____ ___ ___ ___-_____-___ ___ ___ ___

Home Phone Number *Cell Phone Number* *Social Security Number*

[2.] Principal Name/Title: _____

_____

Home Address *City/State/Zip*

_____ _____ ___ ___ ___-_____-___ ___ ___ ___

Home Phone Number *Cell Phone Number* *Social Security Number*

*ACCOUNTS PAYABLE CONTACT*_____

The person listed below is responsible for answering questions about unpaid invoices or remittance documents.

_____ _____ _____ _____

Contact *Title* *Phone* *Fax*

*Email Address*_____

*BANK INFORMATION*_____

Bank Name_____ **Account #** _____

_____ _____ _____

Address *Phone* *Contact*

*TRADE REFERENCES – FOOD SUPPLIERS*_____

1. _____

Business Name *Phone#* *Account #*

2. _____

Business Name *Phone#* *Account #*

3. _____

Business Name *Phone#* *Account #*

CREDIT AGREEMENT

In consideration of Get Fresh Produce, LLC (Company) extending credit to the undersigned corporation/individual on open invoices for good purchased from the Company,_____(Debtor) hereby convents and agrees with the Company as follows: Debtor shall pay for each invoice in accordance with the terms. Failure to pay said account balance within the prescribed period shall be a default hereunder and shall bear interest from the date of delinquency at the rate of 1.5% per month or at the maximum permitted by law. Upon failure of Debtor to pay in accordance with specified terms, the company may take legal measures to collect the outstanding balance of said account: and Debtor agrees to pay interest, plus costs for collection agencies or attorneys employed in the collection of said terms. Debtor has executed this agreement, and the Company accepted same on the

_____day of_____20___.

Debtor (Company Name) *By: Officer/Owner*

Address *City/State/Zip*

PERSONAL GUARANTY

I,_____residing at_____for and in consideration of your extending credit at my request to_____(debtor), Hereby personally guarantee to you prompt & full payment of all obligations of the Debtor, and I Hereby agree to bind myself to pay you promptly on demand any sum which may become due to you whenever the Debtor shall fail to pay the same. It is understood that this guaranty shall be a continuing and irrevocable guaranty and indemnify for such indebtedness of the Debtor. I do hereby waive any notice of default, non-payment and notices thereof and consent to any modification or renewal of the credit agreement hereby guaranteed. I further agree to pay all costs and reasonable attorney's fees incurred by oblige in collecting amounts hereby guaranteed whether from obligator or guarantor.

Signature *Title* *Authorized by Officer/Owner* *Date*

BANK WRITTEN AUTHORIZATION

Please provide Get Fresh Produce, LLC. and/or Credit Consultants. Inc t/a PMS, information regarding my credit history with your bank. I hereby authorize the release of this information for Credit Purposes.

Corporate Name:_____DBA_____

Authorized Signature_____

Title_____Date _____

Print Form

EXHIBIT 1

AUTHORIZATION AGREEMENT FOR PREAUTHORIZED PAYMENTS (ACH DEBITS)

☐ ADD (New Participant)	☐ CHANGE (Financial Institution and/or Account #)	☐ DELETE (Cancel Participation)

☐ **Fixed Amount and Date Account Authorization**

I (we) hereby authorize _____, (the "Company", to initiate debit entries and if necessary, initiate credit correction or adjustment entries to my (our) account at the financial institution indicated below.

I (we) understand that should the regularly scheduled debit date fall on a weekend or a federal holiday, the debit shall occur on the following banking date.

☐ **Variable Amount and Date Account Authorization**

I (we) hereby authorize _____, (the "Company", to initiate debit entries and if necessary, initiate credit correction or adjustment entries to my (our) account at the financial institution indicated below.

I (we) understand that should the regularly scheduled debit amount vary above the set range, we will receive written notification from the Company of the new amount no later than ten (10) calendar days before the scheduled transfer date. If the scheduled date of the debit changes (other than for a weekend or federal holiday when the debit shall occur on the following banking date), I (we) will receive written notice from the Company no later than seven (7) calendar days before the new scheduled transfer date.

Please attach a voided check or financial institution verification letter for account validation.

☐ CHECKING ☐ SAVINGS

Depository Financial Institution	Branch

Address

City	State	Zip Code

Amount/Range to Debit	Debit Date

Recurrence (Circle One): One Time Only ☐ Weekly ☐ Monthly ☐ Quarterly ☐ Semi-Annual ☐ Annually ☐

TRANSIT ROUTING NUMBERS	ACCOUNT NUMBER INFORMATION
⑆ _____ ⑆	

This authority is to remain in full force and effect until the Company has received written notification from me (or either of us) of its termination in such a time and manner as to afford the Company and the Depository Institution a reasonable opportunity to act on it.

Name(s) - Please Print			
Address	**City and State**	**Zip Code**	
Signed	**Date**	**Signed**	**Date**

THIS FORM IS TO BE RETAINED BY THE COMPANY AS A MATTER OF RECORD. PLEASE RETAIN A COPY FOR YOUR RECORDS.

Michigan Department of Treasury
3372 (Rev. 02-25)

Michigan Sales and Use Tax Certificate of Exemption

This exemption claim should be completed by the purchaser, provided to the seller, and is not valid unless the information in all four sections is complete. Do not send a copy to Treasury unless one is requested.

SECTION 1: TYPE OF PURCHASE Check one of the following:

☐ A. One-Time Purchase
Order or Invoice Number: _____

☐ C. Blanket Certificate
Expiration Date (maximum of four years):_____

☐ B. Blanket Certificate. Recurring Business Relationship

The purchaser completing this form hereby claims exemption from tax on the purchase of tangible personal property or services purchased from the seller named below. This claim is based upon: the purchaser's proposed use of the property or services; OR the purchaser's exempt status.

Seller's Name and Address

SECTION 2: ITEMS COVERED BY THIS CERTIFICATE

Check one of the following:

1. ☐ All items purchased.
2. ☐ Limited to the following items: _____

SECTION 3: BASIS FOR EXEMPTION CLAIM

Check one of the following:

1. ☐ For Lease. Purchaser will lease the property and elects to pay tax based on rental receipts. Enter sales tax license or use tax registration number:_____
2. ☐ For Resale at Retail. Enter Sales Tax License Number: _____
3. ☐ Direct Pay - Authorized to pay use tax on qualified transactions directly to Michigan Treasury under account number: _____

The following exemptions DO NOT require the purchaser to provide a number:

4. ☐ Agricultural Production. Enter percentage: _____%
5. ☐ Government Entity (U.S. or its instrumentalities, State of Michigan or its political subdivisions), Nonprofit School, Nonprofit Hospital, Church or House of Religious Worship (circle type of organization)
6. ☐ Contractor (provide *Michigan Sales and Use Tax Contractor Eligibility Statement* (Form 3520)).
7. ☐ For Resale at Wholesale.
8. ☐ Industrial Processing. Enter percentage: _____%
9. ☐ Nonprofit Internal Revenue Code Section 501(c)(3), 501(c)(4), or 501(c)(19) Exempt Organization.
10. ☐ Nonprofit Organization with an authorized letter issued by Michigan Department of Treasury prior to July 17, 1998 (sales tax) or June 13, 1994 (use tax).
11. ☐ Rolling Stock purchased by an Interstate Motor Carrier.
12. ☐ Other (explain): _____

SECTION 4: CERTIFICATION

I declare, under penalty of perjury, that the information on this certificate is true, that I have consulted the statutes, administrative rules and other sources of law applicable to my exemption, and that I have exercised reasonable care in assuring that my claim of exemption is valid under Michigan law. In the event this claim is disallowed, I accept full responsibility for the payment of tax, penalty and any accrued interest, including, if necessary, reimbursement to the vendor for tax and accrued interest.

Business Name		Type of Business (see codes on page 2)
Business Address	City, State, ZIP Code	
Business Telephone Number (include area code)	Name (Print or Type)	
Signature	Title	Date Signed

Instructions for completing *Michigan Sales and Use Tax Certificate of Exemption* (Form 3372)

Purchasers may use this form to claim exemption from Michigan sales and use tax on qualified transactions. All fields must be completed; however, if provided to the purchaser in electronic format, a signature is not required. All claims are subject to audit. The purchaser must ensure eligibility of the exemption claimed; a purchaser who improperly claims an exemption is liable for tax, penalty, and interest, with limited exceptions.

Sellers: Michigan does not issue "tax exempt numbers" and a seller is not permitted to rely on a number in lieu of a valid exemption claim. Sellers are required to maintain proper records of exempt sales, including exemption forms or the same information in another format. Records may be kept electronically. If the exemption certificate is received in electronic format, a signature is not required. A seller who does not comply with these requirements may be liable for tax, penalty, and interest. See Revenue Administrative Bulletin 2024-11 for more information. All claims are subject to audit.

SECTION 1:

A) Choose "One-Time Purchase" and include the invoice number this certificate covers.

B) Choose "Blanket Certificate" if there is a "recurring business relationship." This exists when a period of not more than 12 months elapses between sales transactions between the seller and purchaser. Parties do not need to renew this blanket exemption claim as long as the recurring business relationship exists.

C) Choose "Blanket Certificate" and enter the expiration date (maximum four years) when there may be a period of more than 12 months between sales transactions. This option is best when purchaser and seller anticipate more than one exempt transaction before the expiration date but do not have or may not maintain a recurring business relationship.

SECTION 2:

Place a check in the box for "All items purchased" or choose "Limited to" and list the items that are covered by the exemption claim.

SECTION 3:

Check the box that applies and, if applicable, provide the required information. The exemptions listed are the most common. If the exemption you are claiming is not listed, check "Other" and enter the qualifying exemption.

SECTION 4:

Purchaser must complete Section 4. A signature is only required if a paper form is used; in that case, the purchaser should sign and provide their title (for example, Purchasing Manager, President, Owner). For Type of Business, enter the number from the following list that best describes the purchaser's business.

01	Accommodations	10	Utilities
02	Agricultural	11	Wholesale
03	Construction	12	Advertising, newspaper
04	Manufacturing	13	Non-Profit Hospital
05	Government	14	Non-Profit Educational
06	Rental or leasing	15	Non-Profit501(c)(3), 501(c)(4), or 501(c)(19)
07	Retail	16	Other (enter code and write in business type)
08	Church		
09	Transportation		