

**NEW YORK PRODUCE TRADE ASSOCIATION, INC.
37A NEW YORK CITY TERMINAL MARKET
BRONX, NEW YORK 10474
TELEPHONE: 718-328-9100 FAX: 718-617-5781**

Please attach the following documents to the
CREDIT APPLICATION

1. **APPLICATION FEE \$100.00** made payable to:
New York Produce Trade Association, Inc.
2. Completed Application (Attached)
3. **SIGN and NOTARIZE** the Credit Check Authorization,
Personal Guarantee and Application Agreement
4. Provide a Copy of your **PACA LICENSE**
5. Provide your Copy **DIVISION OF CORPORATION ENTITY**
6. Provide a Copy of the latest **FINANCIAL STATEMENT**
7. Provide a Copy of **PRINCIPAL'S SOCIAL SECURITY
CARD, DRIVER'S LICENSE AND MARKET ID.**
8. Provide a list of Hunts Point Companies that you buy
Produce from.
9. Name of your Buyer.

**Please return ORIGINAL APPLICATION form; copies are not acceptable.
Please include all the above DOCUMENTATION. We will return
APPLICATIONS that are missing INFORMATION.**

NEW YORK PRODUCE TRADE ASSOCIATION, INC.

Payment Agreement and Request for Credit

1. Customer Information

Legal Business Name of Entity:		PACA License #			
Doing Business As (DBA):		Existing Customer: <input type="checkbox"/> Yes <input type="checkbox"/> No			
Business Address:					
Billing Address:		City:	State:	Zip Code:	
Phone Number:	Fax Number:	Cell Phone:	Federal Tax ID:		
Line of Business (retail, wholesale etc):		E-mail address:			
Type of Business:	<input type="checkbox"/> Sole Proprietor	Partnership: <input type="checkbox"/>	Corporation, State: <input type="checkbox"/>	Other: <input type="checkbox"/>	Website:

2. Owner/Officer/Partner Information

Name(s) of Owners/Officers/Partners:	Title:	Social Security Number:	Home Address:

3. Information for Principal Owner/Partner/Sole Proprietor

First Name:	Middle Initial:	Last Name:	Social Security #:
Home Address:	City:	State:	Zip Code:
Home Phone Number:	Driver's License Number:	Date of Birth:	

4. Business Information

Year Business Established:	Annual Sales (Please Attach P&L):	Net Income:
Credit Line Requested:	Are Applicant's Assets Pledged as Collateral Debt: <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, to whom:	

5. Bank References

Bank Name/Contact:	Account Number:	Bank Name/Contact:	Account Number:
Phone Number:	Fax Number:	Phone Number:	Fax Number:
Address, City, State, Zip Code:		Address, City, State, Zip Code:	

6. Trade/Credit References

Company/Person Name:	Company/Person Name:		
Phone Number:	Fax Number:	Phone Number:	Fax Number:
Address, City, State, Zip Code:		Address, City, State, Zip Code:	

7. Previous Business Ownership History

Has any owner or principal ever filed for personal bankruptcy protection?
Has any owner or principal ever owned or been a principal of any business that has filed for bankruptcy protection?
Is any owner or principal an owner or principal of any other produce or produce related business?
Has any owner or principal ever owned or been a principal of any other produce or produce related business?

If you have answered YES to any of the questions above (part 7) please provide details on a separate page.

NEW YORK PRODUCE TRADE ASSOCIATION, INC.

8. Credit Check Authorization

By signing below, I, on behalf of myself and as an authorized representative of Customer, authorize THE NEW YORK PRODUCE TRADE ASSOCIATION ("NYPTA") and its affiliates and members to investigate the business/personal credit and financial records of Customer and its principal(s) and to make credit inquiries from any and all credit/trade sources in connection with this agreement. As part of such investigation, I and Customer authorize NYPTA to request and obtain business/personal credit reports on Customer and its principal(s). I and Customer further authorize NYPTA to share the information received from any credit source contacted with its member companies and affiliates. Upon request NYPTA will tell me whether consumer credit reports were requested and, if so, the name and address of the consumer credit reporting agency that furnished the reports. I, on behalf of myself, Customer and Customer's principal(s), hereby release THE NEW YORK PRODUCE TRADE ASSOCIATION and its agents, subsidiaries, members and affiliates of the NEW YORK TRADE ASSOCIATION, INC and agents, subsidiaries and affiliates of its members from any and all liabilities, claims or suits regarding the information obtained from any and all credit/trade sources.

Signature of Principal Owner or Officer:	Print Name:	Date:
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9. Personal Guarantee

This Personal Guarantee creates specific legal obligations. When we use the words you and your in this section, we mean the Personal Guarantor indicated below. When we use the words we, us and our in this section, we mean THE NEW YORK PRODUCE TRADE ASSOCIATION AND ALL ITS MEMBERS INDIVIDUALLY AND COLLECTIVELY. In consideration of any one or more of us granting credit to Customer, you unconditionally and irrevocably guarantee to us, our successors and assignees the prompt payment and performance of all obligations of Customer. You agree that this is a guarantee of payment and not of collection, and that we can proceed directly against you without first proceeding against Customer. You waive all defenses and notices, including those of protest, presentment and demand. You agree that we can renew, extend or otherwise modify the terms of the credit and you will be bound by such changes. If Customer defaults under its terms with us, then upon demand you will immediately perform all obligations of Customer, including without limitation paying all amounts due us. You will pay to us all expenses (including reasonable attorney fees) incurred by us in enforcing our rights against you or Customer. This is an absolute and continuing guarantee which will not be discharged or affected by any defense or counterclaim or your death and will bind your heirs and personal representatives. You authorize us or any of our affiliates to obtain credit reports regarding your personal credit and make other credit inquiries as we deem necessary. This Personal Guarantee is governed by the laws of New York. You consent to the jurisdiction of any local, state or federal court. You waive your right to a jury trial.

Signature of Personal Guarantor:	Print Name:	Date:
Home Address	Social Security No:	Phone No:

Please continue application on page 2.

10. Agreement and Signature

By signing below, I, on behalf of myself and as an authorized representative of Customer represent to THE NEW YORK PRODUCE TRADE ASSOCIATION ("NYPTA") that (1) I am an authorized representative of Customer and have full authority to sign this Application on behalf of Customer and (2) to the best of my and Customer's knowledge all of the information contained in this Application is true and correct. By signing below Customer agrees with the terms and conditions stated herein and all procedures and policies of NYPTA AND ITS MEMBERS, COLLECTIVELY AND INDIVIDUALLY. Customer agrees to pay all amounts due NYPTA AND/OR ITS MEMBERS for products and services provided by NYPTA and/or members of NYPTA. No terms, promises or modifications not contained in NYPTA's standard purchase order or made by Customer are binding on NYPTA and or its members. If NYPTA and/or any NYPTA member(s) take(s) action to collect any unpaid balance, Customer agrees to pay the actual attorney fees, costs and expenses incurred, plus interest at the lesser of 18% per annum and the highest rate authorized by law. I understand that this agreement does not remove, diminish, detract, impair or otherwise compromise any protections afforded NYPTA and its members under the Perishable Agricultural Commodities Act or any other relevant legislation. Notwithstanding any terms or conditions contained herein, customer further agrees to comply with the sales terms of the individual member company/companies from which customer has purchased any goods or service. I hereby authorize the bank named herein to release information requested for the purpose of determining the recommendation for the granting of credit to the undersigned.

Signature of Principal Owner or Officer:	Print Name:	Date:
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Individual Acknowledgment

State of _____)
 County of _____) SS: -

On the _____ day of _____, 20____, before me personally came

To me known and known to me to be the individual described in, and who executed the foregoing guarantee, and he thereupon acknowledged to me that he executed the same.

 Notary Public

NEW YORK PRODUCE TRADE ASSOCIATION, INC.

REFERENCES

NEW YORK CITY TERMINAL MARKET REFERENCES:

VENDOR: _____

ADDRESS: _____

TELEPHONE: _____ FAX: _____

CONTACT PERSON: _____ CREDIT TERMS: _____

VENDOR: _____

ADDRESS: _____

TELEPHONE: _____ FAX: _____

CONTACT PERSON: _____ CREDIT TERMS: _____

VENDOR: _____

ADDRESS: _____

TELEPHONE: _____ FAX: _____

CONTACT PERSON: _____ CREDIT TERMS: _____