



# CUSTOMER APPLICATION

**BUILDING M**  
**16 FOREST PARKWAY**  
**FOREST PARK, GEORGIA 30297**  
**404-366-8367-**  
**404-363-9516 FAX**



**NAME** \_\_\_\_\_

**BILLING ADDRESS** \_\_\_\_\_

\_\_\_\_\_

**SHIP TO/PHYSICAL ADDRESS** \_\_\_\_\_

\_\_\_\_\_

**TELEPHONE** \_\_\_\_\_ **FAX** \_\_\_\_\_

**EMAIL** \_\_\_\_\_ **ACCOUNTS PAYABLE EMAIL** \_\_\_\_\_

**HOW MANY YEARS IN BUSINESS** \_\_\_\_\_ **FEDERAL ID NUMBER** \_\_\_\_\_

**USDA PACA MUMBER** \_\_\_\_\_ **BLUEBOOK NUMBER** \_\_\_\_\_

**DUN'S NUMBER** \_\_\_\_\_

\_\_\_\_\_ **CORPORATION** \_\_\_\_\_ **INCORPORATED IN THE LAST 12 MONTHS**  
\_\_\_\_\_ **DATE OF INCORPORATION** \_\_\_\_\_ **STATE OF CORPORATION**  
\_\_\_\_\_ **PARTNERSHIP** \_\_\_\_\_ **LLC/OTHER**

**OWNER/OFFICERS**

NAME \_\_\_\_\_ TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_ PHONE \_\_\_\_\_

NAME \_\_\_\_\_ TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_ PHONE \_\_\_\_\_

**ACCOUNTS PAYABLE CONTACT** \_\_\_\_\_

NAME \_\_\_\_\_ PHONE \_\_\_\_\_

**BANK INFORMATION**

NAME

ADDRESS

**BANK ACCOUNT NUMBER****NUMBER OF YEARS****BANK PERSON TO CONTACT**

NAME

PHONE

**TRADE REFERENCES (3 REQUIRED)**

NAME

PHONE

FAX

ADDRESS

NAME

PHONE

FAX

ADDRESS

NAME

PHONE

FAX

ADDRESS

FOR THE PURPOSE OF SECURING CREDIT, I/WE MADE THE ABOVE REPRESENTATIONS AND CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND COMPLETED TO THE BEST OF MY/OUR KNOWLEDGE. I/WE HEREBY GIVE AUTHORIZATION TO OBTAIN A CONSUMER CREDIT REPORT TO INVESTIGATE ANY REFERENCE HEREIN LISTED AND TO INVESTIGATE ANY OTHER SOURCES PERTAINING TO MY/OUR CREDIT RESPONSIBILITY.

I/WE FULLY UNDERSTAND YOUR CREDIT TERMS AND AGREE TO THE PROPER PAYMENT IN CONSIDERATION OF EXTENDED CREDIT. I/WE HAVE READ, AGREE TO AND SIGNED THE PERSONAL GUARANTY ATTACHED HERETO. I/WE FURTHER AGREE THAT, IN THE EVENT OUR ACCOUNT IS NOT PAID WHEN DUE, INTEREST SHALL ACCRUE AT THE RATE OF 1.5% PER MONTH (A.P.R. 18%). IN THE EVENT AN ATTORNEY'S SERVICES ARE REQUIRED TO COLLECT THIS ACCOUNT, I/WE AGREE TO PAY ALL COSTS OF COLLECTION TO INCLUDE, BUT NOT BE LIMITED TO, REASONABLE ATTORNEYS FEES, COURT COST AND ANY AND ALL COSTS INCURRED AS A RESULT OF OUR FAILURE TO HONOR THIS AGREEMENT.

IN THE EVENT THE UNDERSIGNED BUYER DESIRES CREDIT TERMS BEYOND THE PROMPT PAYMENT TERMS OF PACA (NET 10 DAYS), A SEPARATE AGREEMENT IS ATTACHED HERETO, TO PROVIDE EXTENDED TERMS OF 21 DAYS PAYMENT FROM THE DATE OF THE INVOICE.

THE PARTIES STIPULATE THAT A PROPERLY EXECUTED FAXCIMILLE OF THIS AGREEMENT SHALL HAVE THE SAME EFFECT AS AN ORIGINAL DOCUMENT.

THIS AGREEMENT SHALL EXTEND TO CHECK CASHING OR THE ACCEPTANCE BY GENERAL PRODUCE LLC. OF THE UNDERSIGNED BUYER'S CHECK FOR A CASH SALE TRANSACTION. SUCH CASH SALE TRANSACTION AND THE ACCEPTANCE OF A CHECK SHALL BE DEEMED TO HAVE OCCURRED IN THE STATE OF GEORGIA AND IS SUBJECT TO THE LAWS OF THE STATE OF GEORGIA, MORE SPECIFICALLY O.C.G.A. 16-9-20 (J), (K), WHICH ALLOWS A SERVICE CHARGE OF \$40.00 OR 5% OF THE FACE AMOUNT OF THE CHECK FOR EACH DISHONORED CHECK, WHICHEVER IS GREATER.

SIGNED

TITLE

DATE

PRINTED NAME

DATE OF BIRTH (**REQUIRED**)PRINCIPAL OWNER OR OFFICER(S) **SOCIAL SECURITY NUMBER (REQUESTED)**PRINCIPAL CHECK SIGNERS DRIVERS LICENSE NUMBER (**REQUESTED**)

STATE ISSUED



## CUSTOMER RECALL/FOOD SAFETY CONTACTS

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

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

Company Address: \_\_\_\_\_

Main Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

**Please print clearly.**

### **Recall Contact Info (required):**

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

\*Cell Number: \_\_\_\_\_

\*Work Number: \_\_\_\_\_

\*E-mail: \_\_\_\_\_

### **Food Safety Contact Info (required):**

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

\*Cell Number: \_\_\_\_\_

\*Work Number: \_\_\_\_\_

\*E-mail: \_\_\_\_\_

### **Buyer Contact Info (optional):**

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

\*Cell Number: \_\_\_\_\_

\*Work Number: \_\_\_\_\_

\*E-mail: \_\_\_\_\_

Please fill out and return to:  
General Produce LLC  
16 Forest Parkway, Bldg. M  
Forest Park, GA 30297  
Or Fax to (404) 363-9516  
Email to [cls@generalproducellc.com](mailto:cls@generalproducellc.com)

**GUARANTEE OF PAYMENT**

To induce GENERAL PRODUCE LLC., hereinafter SELLER, to extend credit to \_\_\_\_\_, hereinafter BUYER, in the form of sales on open account or the  
**(printed name of Company)**

acceptance of BUYER'S check until and at such time as said check has been paid by the Financial Institution annotated on the face of the instrument where such instrument has been given to SELLER as payment for a cash sale and under PACA of fresh produce in such amounts as may from time to time be purchased by the BUYER, and for One Dollar (\$1.00) and other good and valuable consideration not herein recited, but the sufficiency of which is hereby acknowledged, the undersigned, \_\_\_\_\_, hereinafter GUARANTOR, who is

**(printed name of person signing)**

an officer, director and shareholder, member, partner or owner of said BUYER, hereby unconditionally guarantees the payment and performance of all obligations of the BUYER under the terms of its account with the SELLER, and all expenses, including, but not limited to reasonable attorney's fees, incurred in the collection thereof and the enforcement thereof and does hereby waive presentment, demand, notice of dishonor, protest and all other notices whatever and agree that the SELLER under said account may from time to time extend or renew the account for any period whether or not longer or different than the original terms of said account and grant any releases, compromises or indulgences with respect to said account or any extension thereof or to any party liable there under or hereunder, all without notice to or consent of the undersigned, without affecting the liability of the undersigned who may be sued by the SELLER hereunder with or without joining the BUYER or any assign of the BUYER and with or without first or contemporaneously suing such other person or persons or otherwise seeking or proceeding to collect from them.

This is a guarantee of payment and performance and not of collection. The liability on the GUARANTOR under this Guaranty shall be directed and immediate and not conditional or contingent upon the pursuit of any remedies against the BUYER or any other person, nor against any security or lien or PACA right available to SELLER and its successors or assigns. GUARANTOR hereby waives any right to require that action be brought against BUYER or any other person or to require that resort be had to any security and further waives any rights, which GUARANTORS may have pursuant to O.C.G.A. § 10-7-24 or O.C.G.A. § 16-9-20 as may be applicable.

GUARANTOR hereby acknowledges that this Guaranty and the terms and conditions of the account or acceptance of checks in cash transactions were negotiated, executed and delivered in the State of Georgia and shall be governed and construed in accordance with the laws of the State of Georgia. Any legal action, which may be necessary, may be brought in any State or Federal Court within the State of Georgia and if legal action is brought in any other State the interpretation of this Guaranty shall remain consistent and be governed by the laws of the State of Georgia.

This Guaranty may not be changed orally and no obligation of the GUARANTOR can be released or waived by SELLER, except in writing and signed by SELLER. This Guaranty shall be irrevocable by the GUARANTOR until all indebtedness guaranteed, hereby, has been completely paid and all obligations and undertakings of BUYER under, by reason of, or pursuant to the said account has been completely performed.

The provisions of this Guaranty shall be binding upon GUARANTOR, his successors, heirs, legal representatives and assigns and shall inure to the benefit of SELLER, his successors, heirs, legal representatives and assigns. This Guaranty shall in no event be impaired by any change, which may arise by reason of the death of the GUARANTOR or by reason of the insolvency, bankruptcy, receivership or dissolution of the BUYER.

This Guaranty is assignable by SELLER and any assignment hereof or any transfer of assignment of the account or portions thereof by SELLER shall operate to vest in such assignee all rights and powers herein conferred upon and granted to SELLER.

Given under the hand and seal of the undersigned this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(sign here)-> \_\_\_\_\_  
GUARANTOR, TITLE

(printed name) \_\_\_\_\_

\_\_\_\_\_  
WITNESS (NOTARY) – SEAL REQUIRED

My commission expires:

Sworn to and subscribed before me this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.



BUILDING M  
16 FOREST PARKWAY  
FOREST PARK, GEORGIA 30297  
404-366-8367  
404-363-9516 FAX

To Whom It May Concern:

General Produce LLC. considers the maintenance of good relations with our valued customer important and likewise considers it valuable to clearly communicate our expectations about our terms of sale and expected payment.

On November 15, 1995 the "Perishable Agricultural Commodities Act Amendments of 1995" became effective. The most significant amendment allows us , the seller, to preserve our trust rights by including the following on our invoices or other billing documents:

*"The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received."*

To re-state our payment policy, our terms are: **"Receipt of check within 21 days of shipment date."** This time frame should provide your company with ample opportunity for receiving the produce, bank handling, and mailing of payment.

Additionally, interest, attorney's fees and cost of collection are sums owed in connection with all transactions, herein contemplated.

If you and your associates are in accordance with our policy, please sign this document and return the original at your earliest convenience. If the signed acknowledgement is not received by our office, it will be understood that the 10-day prompt payment terms, covered under the PACA Trust Provision, will be in effect.

We look forward to a mutually beneficial business relationship with your company. Please accept our warmest appreciation for your valued business.

Sincerely,

*Deanna Smarr*

Deanna Smarr  
Credit Manager

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

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

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

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

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

## Request for Taxpayer Identification Number and Certification

**Give form to the  
 requester. Do not  
 send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Clear Form



STATE OF GEORGIA  
DEPARTMENT OF REVENUE  
SALES AND USE TAX CERTIFICATE OF EXEMPTION  
GEORGIA PURCHASER OR DEALER  
EFFECTIVE JULY 1, 2000

To: \_\_\_\_\_ (SUPPLIER) \_\_\_\_\_ (MM/DD/YY) (DATE)

\_\_\_\_\_  
(ADDRESS)

THE UNDERSIGNED HEREBY CERTIFIES that all tangible personal property purchased or leased after this date will be for the purpose indicated below, unless otherwise specified on a particular order, and that this certificate shall remain in effect until revoked in writing. Any tangible personal property obtained under this certificate of exemption is subject to the sales and use tax if it is used or consumed by the purchaser in any manner other than indicated on this certificate. (Check proper box.)

- 1. Resale, rental or leased only, including but not limited to the purchase for resale of gasoline and other motor fuels.
- 2. Materials for further processing, manufacture or conversion into articles of tangible personal property for resale which will become a component part of the property for sale, or be coated upon or impregnated into the product at any stage of its processing, manufacture or conversion and nonreturnable materials used for packaging tangible personal property for shipment or sale. Containers or other packaging materials purchased for reuse are not exempt.
- 3. Machinery used directly in the manufacture of tangible personal property for sale purchased as additional, replacement or upgrade machinery to be placed into an existing plant in this State.
- 4. Direct Pay Permit authorized under Regulation 560-12-1-.16. The holder of a Direct Pay Permit must pay the 3% Second Motor Fuel Tax to suppliers on purchases of gasoline.
- 5. For use by Federal Government, State Government, any county, municipality or public school system of this State, when supported by official purchase orders or for use by Hospital Authorities created by Article 4, Chapter 7, of Title 7, and County or City Housing Authorities created by Article 1, Chapter 3 of Title 8. The State of Georgia, counties, municipalities, public schools, Hospital and Housing Authorities of Georgia must pay the 3% Second Motor Fuel Tax to suppliers.  
**A Georgia Sales and Use Tax Certificate of Registration Number is not required for this exemption.**
- 6. Aircraft, watercraft, motor vehicles and other transportation equipment manufactured or assembled, sold and delivered by the manufacturer or assembler for use exclusively outside this State, or delivery of the crafts is for the sole purpose of removing same under its own power when it does not lend itself more reasonably to removal by other means.  
**A Georgia Sales and Use Tax Certificate of Registration Number is not required for this exemption.**
- 7. Aircraft, watercraft, railroad locomotives and rolling stock, motor vehicles and major components of each, which will be used principally to cross the borders of this State in the service of transporting passengers or cargo by common carriers and by carriers who hold common carrier and contract carrier authority in interstate or foreign commerce under authority granted by the United States government. Replacement parts installed by carriers in such craft or vehicles which become an integral part of the craft or vehicle are likewise exempt. Private and contract carriers are not exempt.

\_\_\_\_\_  
(TYPE OF BUSINESS ENGAGED IN BY THE PURCHASER)

\_\_\_\_\_  
(COMMODITY CODE)

I declare, under penalties of false swearing, that this certificate has been examined by me and to the best of my knowledge and belief is true and correct, made in good faith, pursuant to the sales and use tax laws of the State of Georgia.

\_\_\_\_\_  
(PURCHASER'S FIRM NAME)

\_\_\_\_\_  
(CERTIFICATE OF REGISTRATION NO.)

\_\_\_\_\_  
(ADDRESS)

By \_\_\_\_\_ Title \_\_\_\_\_  
(SIGNATURE) (OWNER, PARTNER, OFFICIAL)

A supplier is required to have only one certificate of exemption form on file from each purchaser buying tax exempt. The supplier must exercise ordinary care to determine that the tangible personal property obtained under this certificate is for the purpose indicated. Suppliers failing to exercise such care will be held liable for the sales tax due on such purchases. For example, a supplier cannot accept a Certificate of Registration number bearing a "214" prefix since these are issued to a Contractor which has been deemed to be the consumer and is required to pay the tax at the time of purchase.