



APPLICATION FOR BUSINESS CREDIT

3003 E. 2ND STREET - THE DALLES, OR 97058

541.296.5386

www.gemice.net

Please complete this form in its entirety. Incomplete applications may be returned unprocessed.

1 - CUSTOMER

Legal Business Name _____ DBA (if any) _____

Type of Business: Sole Proprietor Corporation Partnership LLC Trust

Primary Contact _____ Title _____ Phone # _____ Email _____

Physical Address _____ City _____ County _____ State - Zip _____ / _____

Billing Address _____ City _____ County _____ State - Zip _____ / _____

(if different)

Tax I.D. # (TIN #) _____ State of Registration/Incorporation _____ Date of Registration/Incorporation _____

Phone # _____ Fax # _____

2 - OWNERSHIP

ALL OWNERS, PRINCIPALS, PARTNERS (LIMITED AND GENERAL) OFFICERS OR MEMBERS

Name/Title: _____ Address: _____ Social Security #: _____

3 - BANK REFERENCES

Banks Name: _____ Address: _____ Telephone #: _____ Contact/Account Number: _____

4 - TRADE REFERENCES

Company Name: _____ Address or Fax #: _____ Telephone #: _____

5 - HISTORY

Does applicant or any owner, principal, officer, or member have any Judgements, Collections, Liens or Unpaid Taxes in the last 7 years? Yes No If yes, give details: _____

Bankruptcy or Receivership related to this or previous company business owned, controlled, operated, or any interest?

Yes No If yes, when? _____ Disposition _____

TERMS AND CONDITIONS

1. This application, along with these credit terms and conditions, financial statements and other documents are submitted by Applicant to GEM ICE, LLC. (Seller) for the sole purpose of obtaining credit from Seller. Upon approval of Applicant's credit, the documents set forth the entire agreement between Applicant and Seller regarding the matters described herein and supersedes all prior oral or written agreement in respect thereof. In the event that a sale was to an applicant in reliance on any misrepresentation made by such applicant, the amount owing from such sale is due immediately upon demand.
2. If credit is extended to Applicant, Applicant may be required to periodically furnish to Seller current financial statements that are in reasonable detail and certified as true and accurate on the date submitted by Applicant. Applicant hereby consents to Seller's use of non-business consumer credit on the Applicant, if Applicant is a sole proprietorship, in order to further evaluate the credit worthiness of the Applicant as principal(s), proprietor(s) and/or guarantor(s) in connection with the extension of business credit. Applicant hereby authorizes Seller to utilize a consumer credit report on the Applicant from time to time in connection with the extension or continuation of the business credit represented by this credit application.
3. Applicant as (an) individual(s) hereby knowingly consent(s) to the use of such credit report consistent with the Fair Credit Reporting Act as contained in 15 U.S.C Sec 1681 et seq.
4. If any payment is not made when due under these terms and conditions, or by the earlier time stated on any invoice, Applicant agrees that a finance charge of one and one-half percent (1-1/2%) per month (18% per annum) of the unpaid amount, or the maximum amount allowed by law (whichever is less) shall accrue from the date goods are supplied; and Applicant further agrees that at Seller's option all future purchases may be strictly for cash on delivery.
5. Seller may cancel extension of credit or sale and deliveries or both at any time without notice.
6. Applicant authorizes Seller to make such inquiries as Seller may deem appropriate, on a continuing basis, of banks, lenders and credit and trade references, whether or not listed herein. Applicant further authorizes the release of information from any of these sources to Seller.
7. Applicant shall notify Seller in writing, at least thirty (30) days prior to any change in ownership or management of Applicant or changes to its business. Upon any such change, Seller may require that all amounts outstanding hereunder be paid in full, upon demand, and Seller may, in addition, refuse to make any further sales and deliveries hereunder.
8. The agreement shall be governed and construed in accordance with the laws of the State of Oregon. The Wasco County Circuit Court shall have jurisdiction and venue of any action or proceeding arising out of or related to the negotiation, execution, performance, breach or enforcement of this Agreement, at the discretion of the Seller.
9. Any delay in shipment requested by Applicant, whether or not granted, shall not affect Applicant's payment obligations, and Applicant shall pay for all materials, goods and/or services as if shipped on the date scheduled for shipment by Seller. Seller shall not be liable to Applicant or anyone else for any delay in shipment or transit, whether or not caused by circumstances beyond Seller's control.
10. In any suit, action or appeal to interpret or enforce this agreement, Seller shall be entitled to recover its costs incurred therein, including but not limited to reasonable attorneys' fees, court costs and other out of pocket expenses, including attorneys' fees and costs in both trial and appellate courts and in any bankruptcy court.
11. The undersigned warrants and certifies that this application and agreement is made on behalf of Applicant for the purposes of securing open account terms of credit from Seller on the basis of this account application and agreement and the financial data which is submitted herewith or at a later date, and the undersigned further warrants and certifies that the contents hereof and the financial data which is submitted accurately represents the financial condition, without material change, of Applicant on this date.
12. Applicant further certifies and represents the placing of each and every order with Seller constitutes a representation by Applicant that Applicant is solvent. For purposes of this document, solvent means Applicant is paying its obligations as they come due and the fair market value of Applicant's assets exceed the disputed and undisputed liabilities of Applicant.
13. All claims must be made within 20 days of shipment. Returned goods subject to a 15% handling charge. No return of goods without written authorization from Seller. All return freight charges to be paid by the Buyer.
14. Applicant hereby grants Seller a purchase money security interest in and to any goods, merchandise or products sold by Seller to Applicant and proceeds thereof to secure payment of any sums now due or to become due to Seller, together with all rights in collateral as are available under the Uniform Commercial Code.
15. No modification of any term of this agreement is effective unless specifically consented to in writing by an authorized officer of Seller.
16. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This agreement may be executed by facsimile or electronic signature.

I/We sign this application on behalf of Applicant and (a) declare under penalty of perjury that the information provided in this application is true and correct, and (b) represent, on behalf of applicant, that all debts of the applicant are currently being paid in the normal course of business as they become due; no insolvency exists as defined in the Bankruptcy Code; and no petition for protection under the Bankruptcy Code has been filed.

IN CONSIDERATION OF SELLER EXTENDING CREDIT, I/WE JOINTLY AND SEVERALLY DO PERSONALLY GUARANTEE, ABSOLUTELY AND UNCONDITIONALLY, AT ALL TIMES TO SELLER, PAYMENT FOR ALL GOODS, PRODUCTS AND SERVICES PURCHASED BY APPLICANT, NOW OR IN THE FUTURE. I/We also agree that our personal liability hereunder shall not be deemed to be released or discharged by any extension of time granted to Applicant or by any other modification, substitution, settlement, or compromise, or by any change in the legal form of ownership of Applicant.

APPLICANT: _____ ACCOUNT PERSONALLY GUARANTEED BY: _____ DATE: _____

THIS AGREEMENT SHALL HAVE NO FORCE OR EFFECT UNTIL APPROVED BY GEM ICE, LLC.

Approval Date: _____ By: _____

NOTICE

UNDER THE EQUAL CREDIT OPPORTUNITY ACT, 15 U.S.C. § 1691 et. seq., IT IS ILLEGAL TO DISCRIMINATE IN ANY CREDIT TRANSACTION: On the basis of race, color, national origin, religion, sex, marital status or age; because income is from public assistance; or because a right has been exercised under the Consumer Credit Protection Act.