



**Willie Itule Produce, Inc.**  
 301 N 45<sup>th</sup> Ave. Phoenix, AZ 85043  
 T: (602) 252-7258 ext. 4  
 E: AR@ituleproduce.com [www.ituleproduce.com](http://www.ituleproduce.com)

**CREDIT APPLICATION AND AGREEMENT**

Please print clearly and neatly. Failure to return complete original may result in shipping delays and/or denial of application.

**CUSTOMER INFORMATION**

Company Name:	DBA or Trading As:	
Physical Address:	City:	Zip:
	State:	
Billing Address:	City:	Zip:
	State:	
Phone Number(s):	Fax Number(s):	

**BUSINESS CREDIT INFORMATION**

Federal Tax ID #/ SS#:	PACA License #:
Years Business Established:	Years at Current Location:
Estimated Sales per Month:	Credit Dollar Amount Requested:
If Affiliate/Subsidiary, Indicate Parent:	Number of Employees:
Annual Sales Volume:	Purchasing Agent:
Date of Incorporation:	State of Incorporation:

**OWNERSHIP: (A) AND IF APPLICABLE (B) OR (C) MUST BE COMPLETED**

**Company Type:**  Sole Proprietorship  Partnership  Corporation  Limited Liability Entity  Franchisee

**(A) Individual Responsible:** Name: \_\_\_\_\_ Email Address: \_\_\_\_\_

Home Address: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Driver's License Number: \_\_\_\_\_

**(B) Partnership:** First Partner Name: \_\_\_\_\_ Email Address: \_\_\_\_\_

Home Address: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Driver's License Number: \_\_\_\_\_

Second Partner Name: \_\_\_\_\_ Email Address: \_\_\_\_\_

Home Address: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Driver's License Number: \_\_\_\_\_

**(C) Corporation:** Name of President: \_\_\_\_\_

Name of Vice President: \_\_\_\_\_ Name of Treasurer: \_\_\_\_\_

Name of Accounts Payable Contact: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Address of Principal Office (if different than above): \_\_\_\_\_ Phone Number: \_\_\_\_\_



## CREDIT TERMS AND POLICY

Customer warrants and represents that all information provided in this Credit Application and Agreement ("Agreement") is true and correct to the best of Customer's knowledge. Customer acknowledges that Willy Itule Produce Inc.

(hereinafter and above, "Seller") will rely on the information provided herein by Customer in determining whether or not to extend credit to Customer. The decision to extend credit to Customer shall be made by Seller in its sole and exclusive discretion, and Seller may refuse to extend credit to Customer for any reason, or no reason at all, and at any time without prior notice to Customer, except as required by law.

This Agreement is not binding upon Seller unless approved by Seller in writing. If approved, this Agreement shall apply to all invoices or other documents evidencing Customer's obligations to Seller, all of which are incorporated herein by reference. Customer agrees that Seller is not subject to any terms and conditions set forth in any purchase order confirmation or other communication from Customer that would supplement or modify this Agreement.

Customer agrees that Seller is not responsible for failure to deliver to Customer any product in any quantity, quality or price, unless noted on the original delivery receipt at the time of delivery or unless Seller is specifically notified in writing of the nonconformity within twenty-four hours of delivery.

Customer agrees to pay all invoices within the terms approved by Seller. A \$25.00 charge shall be assessed by Seller in the event any checks are returned by Customer's bank. Failure to remain within terms could result in the Customer's account being placed on C.O.D. terms until the entire balance is paid and may further subject Customer's account to the accrual of interest on any unpaid balance at either the rate of 1.5% per month or the maximum rate permitted by law. Customer shall be liable for any deficiency after repossession and sale. In the event of default, Customer shall pay all costs of collection, reasonable attorneys' fees, court costs, repossession fees and collection agency fees. **Costs of collection, including reasonable attorney's fees, court costs, pre-judgment interest, repossession fees and collection agency fees shall be considered sums owing in connection with the underlying transactions under the PACA trust, 7 U.S.C. § 499e, as applicable.**

Seller's failure to demand strict compliance with the terms of this Agreement shall not be construed as a waiver of any of Seller's rights at law or which arise under this Agreement.

Name:

Signature:

Date:

## PRODUCT RECALL INFORMATION

In the event of any incident, product withdrawal, or product recall, Seller shall contact the individual identified below.

Alert Contact Name:

Alert Contact Title:

Mobile Number(s):

Email Address(es):

## SALES AND USE TAX EXEMPTION

Name of Customer:

Tax Identifier:

Customer hereby warrants and represents that it is exempt from payment of sales and use taxes for the purchase of taxable items delivered to Customer from Seller from time to time.

Customer claims this exemption for the following reason:

I understand that Customer will be liable for payment of all state and local sales or use taxes which may become due for failure to comply with the provisions of the Tax Code and/or all applicable law. I further understand that it is a criminal offense to give an exemption certificate to Seller for taxable items that I know, at the time of purchase, will be used in a manner other than as expressed in this certificate, and may be subject to criminal fines or punishment according to law.

Signature:

Title:

Date:

## LOGISTICAL INFORMATION

Receiving Hours:

Operating Hours:

Stack Height:

PO# Required for all orders:  Yes  No

Delivery Appointment Required:  Yes  No

## SPACE FOR USE BY SELLER ONLY

Credit Limit:

Terms Granted:

Copy of W-9 Received:  Yes  No

Copy of Driver's License Received:  Yes  No

Notes:

Willie Itule Produce offers several ways to pay your bill. All payment options are dependent on the credit terms assigned to you.

To begin service, you must select one of the options below and return this form, along with your completed credit application, to your salesperson or via email to: [AR@ituleproduce.com](mailto:AR@ituleproduce.com)

\_\_\_\_\_ COD (I will give either check or cash to my driver at time of delivery).

\_\_\_\_\_ COD Credit Card (I authorize Willie Itule Produce to charge my card daily for orders).

\_\_\_\_\_ ACH (I will initiate payments via ACH and send to Willie Itule Produce. Remittance information must be emailed to [Jessie@ituleproduce.com](mailto:Jessie@ituleproduce.com)).

\_\_\_\_\_ ACH Daily Debit (I authorize Willie Itule Produce to debit my account daily via ACH).

\_\_\_\_\_ Credit Card (I authorize Willie Itule Produce to charge my card for orders).

\_\_\_\_\_ Check (I will mail a physical check to Willie Itule Produce).

Please list your primary accounting contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Customers who elect credit card or ACH debit **must** sign an authorization form. That form is included in this packet.

If you have any questions please reach out to our accounting team at [AR@ituleproduce.com](mailto:AR@ituleproduce.com) or via phone at 602-252-7258, ext. 4.

**Credit Card or ACH Authorization**

I hereby authorize Willie Itule Produce to process payments for my account by using credit card or ACH. I understand that credit terms are dictated by Willie Itule Produce and agree that this authorization for payment will apply to the terms allocated to my business, and as such will be charged accordingly. Questions about credit terms can be directed to the accounting office via email at: [AR@ituleproduce.com](mailto:AR@ituleproduce.com) or via phone at 602-252-7258 ext. 4.

This authorization is in effect until the termination of my business relationship with Willie Itule Produce, but I understand that I can revoke this authorization at any time and migrate to a different payment method with Willie Itule Produce by giving notice to the accounting office via email at: [AR@ituleproduce.com](mailto:AR@ituleproduce.com). Changes in payment methods can take up to 5 business days to process.

If the credit card on file expires, or there is a change in banking information for ACH payments, I will notify the accounting office at: [AR@ituleproduce.com](mailto:AR@ituleproduce.com) and fill out an updated authorization form. I understand that if I fail to do so, and payments are declined, my account will be converted to COD until a new authorization form is completed.

Any credit card or ACH payments that are declined are subject to a \$35.00 processing fee.

Accounting Contact: \_\_\_\_\_ Phone: \_\_\_\_\_  
Email: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature: \_\_\_\_\_

**Credit Cards accepted are VISA, MASTERCARD, AMERICAN EXPRESS**

Card number: \_\_\_\_\_ Expiration date: \_\_\_\_\_

Security code: \_\_\_\_\_ Name listed on card: \_\_\_\_\_

Card billing address: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip code: \_\_\_\_\_

**ACH Banking Information**

Bank Name: \_\_\_\_\_

Routing number: \_\_\_\_\_

Account number: \_\_\_\_\_ Account type: Checking or Savings