



804/448-4430 (Phone)

Post Office Box 4
Ruther Glen, Virginia 22546

804/448-5919 (Fax)

CREDIT APPLICATION

NAME _____ FEDERAL ID # _____ DATE _____

ADDRESS _____ PHONE # _____ FAX # _____

CITY, STATE, ZIP _____

EMAIL _____ LEGAL ENTITY _____

LINE OF CREDIT REQUESTED \$ _____ TAX EXEMPT? YES ___ NO ___ (Please attach tax exempt certificate)

TYPE OF BUSINESS: CORPORATION _____ PARTNERSHIP _____ SOLE PROPRIETORSHIP _____

NAME _____ TITLE _____ SS# _____

ADDRESS _____

NAME _____ TITLE _____ SS# _____

ADDRESS _____

CREDIT REFERENCES (must have 3)

NAME/ADDRESS/FAX: _____

NAME/ADDRESS/FAX: _____

NAME/ADDRESS/FAX: _____

BANK REFERENCE

NAME/ADDRESS/FAX: _____

ACCT# _____

BILLING ADDRESS, IF DIFFERENT FROM ABOVE

NAME _____ PHONE# _____ FAX# _____

ADDRESS _____

AGREEMENT TO TERMS AND CONDITIONS OF SALE

Commonwealth Berry Farm, Inc., t/a Virginia Berry Farm, agrees to create an open account in the undersigned Buyer's name and to extend the designated level of credit to the Buyer on the condition that Buyer's credit is determined to be worthy.

In consideration of Seller extending credit to the above applicant (Buyer), Buyer/I/We personally guarantee prompt payments of its accounts in accordance with your terms. The credit applicant/Buyer also agrees to accept the following terms:

1. Invoices are due upon receipt and payable in full @ Net 30 Days.
2. I/We will pay a penalty of 2% per month, from date of invoice, if our account is not paid within 30 days (at which time it will be considered overdue.)
3. It is agreed that the undersigned will be responsible for all legal fees and/or collection fees involved in the collection of same, if necessary.

All sales shall be considered as made in Ruther Glen, Virginia whether shipped from Ruther Glen or elsewhere. It is agreed that the sold forum for any litigation arising hereunder will be Bowling Green, Virginia. In the event a claim by Seller is placed with an attorney for collection, by suit or otherwise, Buyer agrees to pay all expenses of collection and litigation, including a reasonable attorney's fee.

I/We certify that all information on this application is correct and accurate and that I/We fully understand the Terms as stated. I/We agree to these terms and will pay our account in accordance with them.

I/We hereby authorize seller to investigate my credit worthiness in order to obtain an open account. I/We understand that this information is to be used for the purpose of investigation of credit worthiness and authorize and release of all relevant information. I/We will not hold the Seller in any way liable for its use.

Any provision of this Agreement, which is prohibited by law, shall be ineffective and severed without invalidating the remaining provisions.

Authorized Officer (please print)

Title

Authorized Signature

Authorized Officer (please print)

Title

Authorized Signature