

SALES REP _____

Maine Lobster Seafood Group

Quality Seafood since 1992

1101 S Dixe Hayway Pompano Beach FL 33060

1-877-415-6278 | 1-954-784-3634 | 1-954-784-3636

(Customers not requesting credit, fill out and sign part I only)

PART I

TRADE OR DBA NAME: _____ CORP NAME: _____ YEARS IN BUSINESS _____

ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

TELEPHONE NO.: _____ FAX NO.: _____ EMAIL: _____

BANK INFORMATION FEDERAL TAX ID NO: _____ DL# _____

BANK NAME	ADDRESS	CITY	STATE	ZIP
_____	_____	_____	_____	_____

CONTACT PERSON _____ CHECKING ACCOUNT NO. _____

TERMS OF COD DELIVERIES

- All payments are due and payable in full at the time of delivery.
- In the event that the payment is not made or a check is returned for any reason, the Applicant agrees to pay for all costs of collection, including attorneys' fees and expenses (pre- and post-judgment, including appeals). Attorneys' fees may be liquidated at thirty-three percent (33%) of the outstanding balance on account, at the election of Maine Lobster Seafood Group
- Any dispute between the parties shall be litigated in the appropriate court in Orange County Florida.
- Maine Lobster Seafood Group shall have a purchase-money security interest in any goods purchased pursuant to the extent necessary to recover all moneys owed Maine Lobster Seafood Group from the Applicant.
- The signer hereof individually and not in any representative capacity shall be responsible for all checks returned unpaid to Maine Lobster Seafood Group for any reason whatsoever. Likewise, the individual signing below agrees personally to inform Maine Lobster Seafood Group of any change in ownership of the Applicant's business and shall become personally responsible for any deliveries made to a new owner prior to Maine Lobster Seafood Group receiving said notice by registered mail.

_____/_____/_____
Date Signature of Officer, Owner, or Partner (Printed Name)

PART II APPLICATION FOR TERMS

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CORPORATE NAME

DBA-TRADE NAME

ADDRESS

CITY,STATE,ZIP

**S
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NAME

ADDRESS

CITY, STATE , ZIP

PHONE#

TYPE OF BUSINESS CORPORATION: PROPRIETORSHIP: PARTNERSHIP:

OFFICERS/PARTNERS NAMES AND RESIDENCE ADDRESS SOCIAL SECURITY *

LENGTH OF TIME IN THIS BUSINESS _____ OTHER BUSINESS OWNED _____
 PREVIOUS EMPLOYMENT IF LESS THAN 2 YEARS IN THE BUSINESS: _____
 HAVE YOU PURCHASED FROM PREVIOUSLY? _____ UNDER WHAT NAME? _____
 IS PROPERTY OWNED OR LEASED? _____ NAME AND ADDRESS OF LESSOR _____

TRADE REFERENCES (PREFERABLY OTHER FOOD DISTRIBUTORS)

*1 NAME _____	*3 NAME _____
ADDRESS _____	ADDRESS _____
CITY STATE ZIP _____	CITY,STATE,ZIP _____
PHONE # (____) _____	PHONE # (____) _____
TERMS OF SALE _____	TERMS OF SALE _____

Maine Lobster Seafood Group

APPLICATION FOR CREDIT

Company Name _____

Address _____

City, _____ State _____ Zip Code _____

Telephone (_____) _____ Fax (_____) _____

Email address _____

Type of Business Corporation Partnership Sole Proprietor LLC Date Formed _____

Names, addresses and telephone numbers of Principals or Owners:

BankReferences

Bank Name _____ Account No. _____

Address _____ Telephone _____

Trade References (include addresses and telephone numbers)

- 1) _____
- 2) _____
- 3) _____

(We (I) agree to the following conditions:

I agree to pay late charges of 4% per month on all balances over 30 days from date of delivery, as well as collection costs and/or all reasonable attorney fees and court costs.

In consideration of the advancement of credit to _____, doing business at _____ (We) (I) _____ having a financial Interest in said _____ hereby personally guarantee payment of any and all obligations past, present, or future incurred by _____ and agree to personally pay the same in the event of the default of payment.

Signed: _____ Title: _____ Date: _____

*2. NAME _____ *4. NAME _____
 ADDRESS _____ ADDRESS _____
 CITY, STATE, ZIP _____ CITY, STATE, ZIP _____
 PHONE* () _____ PHONE# () _____
 TERMS OF SALE _____ TERMS OF SALE _____

WE HEREBY MAKE THIS APPLICATION FOR CREDIT TO MAINE LOBSTER SEAFOOD IF CREDIT IS GRANTED WE AGREE TO BE PERSONALLY LIABLE, PAY THE BILLS WITHIN THE STATED TERMS, CONSENT TO THE VENUE AND JURISDICTION OF THE ORANGE COUNTY COURTS OF THE STATE OF FLORIDA, AND TO PAY A SERVICE CHARGE OF \$25.00 FOR ANY RETURNED CHECK. ALSO WE MAY BE ASSESSED A FINANCE CHARGE ON ANY UNPAID BALANCE IN THE AMOUNT OF 1 1/2% PER MONTH (18% PER ANNUM) ADDITIONALLY, SHOULD ANY LEGAL ACTION BE COMMENCED TO COLLECT FOR ANY MERCHANDISE RECEIVED WE AGREE TO PAY FOR ANY AND ALL COLLECTION AND ATTORNEY FEES INCURRED BY MAINE LOBSTER SEAFOOD AND CONCENT TO JURISDICTION AND VENUE IN ORANGE COUNTY, FLORIDA. WE AGREE NOT TO TRANSFER OR ASSIGN THIS AGREEMENT WITHOUT PRIOR WRITTEN CONSENT OF MAINE LOBSTER SEAFOOD PRIOR TO THE SALE OR TRANSFER ALL OR SUBSTANTIALLY ALL OF THE STOCK OR ASSETS OF OUR BUSINESS.

THIS INFORMATION IS GIVEN IN CONFIDENCE FOR THE SOLE PURPOSE OF ESTABLISHING CREDIT WITH MAINE LOBSTER SEAFOOD AUTHORIZATION IS HEREBY GIVEN TO ALLOW MAINE LOBSTER SEAFOOD TO MAKE ANY INQUIRES OF ALL TRADE A FINANCIAL SOURCES, INCLUDING CREDIT REPORTS WHICH ARE DEEMED TO BE NECESSARY OR DESIRABLE BY MAINE LOBSTER SEAFOOD TO PROPERLY EVALUATE THIS APPLICATION FOR CREDIT.

SIGNED BY _____ SS# _____
 CORPORATE, OFFICER, OWNER OR PARTNER

PRINT NAME _____ DATE: _____

CORPORATE INFO

CENTRAL PAYMENT OFFICE _____
 ADDRESS _____
 CITY, STATE, ZIP _____
 CONTACT _____ PHONE#: _____

PART III PERSONAL GUARANTY

FOR VALUABLE CONSIDERATION THE UNDERSIGNED HEREBY PERSONALLY GUARANTEES, ABSOLUTELY, UNCONDITIONALLY AND IRREVOCABLY, THE PAYMENT UPON DEMAND OF ALL LIABILITIES INDEBTEDNESS AND OBLIGATIONS, WHETHER NOW EXISTING OF HEREAFTER OF _____, (THE DEBTOR), ITS SUCCESSORS AND ASSIGNS TO

AND ITS SUCCESSORS AND ASSIGNS (THE INDEBTEDNESS)

THIS GUARANTY SHALL BE ENFORCEABLE BY MAINE LOBSTER SEAFOOD WITHOUT PRIOR RESORT TO ANY DEMANDS, POSSESSOR REMEDIES OR PROCEEDINGS FOR COLLECTION OF ANY NATURE AGAINST THE DEBTOR OR ANY OTHER PERSON OR ENTITY, OR ANY PROPERTY OF THE DEBTOR OR ANY OTHER PERSON OR ENTITY. THE LIABILITY OF THE UNDERSIGNED SHALL NOT BE AFFECTED BY ANY EXTENSION, COMPROMISE, MODIFICATION RELEASE OR DISCHARGE OF ANY INDEBTEDNESS, WHETHER BY OPERATION OF LAW OR OTHERWISE, BY THE RELEASE, SUBSTITUTION OR ADDITION OF ANY OTHER GUARANTOR OF THE INDEBTEDNESS NOTICE OF THE ACCEPTANCE FOR THIS GUARANTY, NOTICES OF DEMANDS, PRODUCTION OF DELIVERY OF MATERIAL, PROTEST, NONPAYMENT, NONPERFORMANCE AND NOTICE OF THE AMOUNT OF THE INDEBTEDNESS OUTSTANDING AT ANY TIME ARE EXPRESSLY WAIVED. NOTHING IN THIS GUARANTY SHALL IN ANY WAY DIMINISH OR ALTER THE INDEBTEDNESS OR AFFECT THE RIGHTS OF MAINE LOBSTER SEAFOOD AGAINST DEBTOR.

THE UNDERSIGNED AGREES AND CONSENTS TO THE JURISDICTION AND VENUE OF THE ORANGE COUNTY COURTS, OF THE STATE OF FLORIDA OR FEDERAL COURTS SHOULD ANY DISPUTE ARISE.

THE UNDERSIGNED ALSO AGREES THAT IF ANY CASE IS FILED UNDER THE BANKRUPTCY CODE OR AGAINST DEBTOR. THE UNDERSIGNED WAIVES ANY CLAIM HE/SHE MAY HAVE AGAINST DEBTOR AS A RESULT OF ANY CLAIM AGAINST THE UNDERSIGNED BY MAINE LOBSTER SEAFOOD UNDER THIS GUARANTY.

MAINE LOBSTER SEAFOOD SHALL BE ENTITLED TO RECOVER FROM THE UNDERSIGNED ALL COSTS INCURRED IN CONNECTION WITH THE ENFORCEMENT OF THIS GUARANTY, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY'S FEES.

WHEREVER POSSIBLE, EACH PROVISION OF THE GUARANTY SHALL BE INTERRUPTED IN SUCH MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW. IF ANY PROVISION HEREOF SHALL BE PROHIBITED BY OR BE INVALID UNDER SUCH LAW, SUCH PROHIBITION OF INVALIDATING THE REMAINDER OF SUCH PROVISION OR THE REMAINING PROVISIONS HEREOF.

IN THE EVENT THIS GUARANTY IS SIGNED BY MORE THAN ONE PERSON OR ENTITY, EACH OF THE UNDERSIGNED SHALL BE JOINTLY AND SEVERALLY LIABLE UNDER THIS GUARANTY.

DATE: ____ / ____ / ____

SIGNATURE OF GUARANTOR(S) 1. _____ 2. _____
 PRINT NAMES _____

(PLEASE DO NOT REFERENCE CORPORATE OR SOME TITLES.)

SIGNATURE OR CO-OWNERS WHERE APPLICABLE,
 CO-OWNER IS THE PRIMARY CO-OWNER OF GUARANTOR'S PERSONAL ASSETS. IF ANY

WITNESS _____