

CREDIT APPLICATION FOR PIRATES SEAFOOD INC.



**This is an application for extension of credit by your firm.
The following information is submitted as a basis for your consideration:**

Name of Business: _____
Type of Business: _____
Street Address: _____
City / State / Zip: _____
Phone: () _____ Fax: () _____
Length of time in business: _____
Years at this location: _____ Years at previous location: _____
Previous Address: _____
Property: Owned () Leased ()
Name and address of mortgage holder or landlord: _____

Check One: Corporation () Partnership () Limited Partnership () Sole Proprietor ()
If incorporated, state of incorporation: _____
Date of incorporation: _____
Name of Registered Agent: _____
Corporate name if different from business or trade name: _____

Principal owners, partners or officers:

Name	Residence Address	Home Phone #	Title	SS#

Banking Reference:

Bank Name: _____ Address: _____

Checking Account #: _____
Contact Person: _____

Loan Account #: _____
Phone Number: _____

Trade References:

Name: _____
Address: _____
City / State / Zip: _____
Phone Number: _____
Terms of Sale: _____

Name: _____
Address: _____
City / State / Zip: _____
Phone Number: _____
Terms of Sale: _____

Name: _____
Address: _____
City / State / Zip: _____
Phone Number: _____
Terms of Sale: _____

Method of payment: Mail () Salesman Pickup () Driver Pickup () Check () Cash ()

Sales Tax Registration or ID Number: _____

NOTE: In seeking open credit, it is necessary to allow sufficient time to check the references furnished above. When a routine check has been completed, you will be notified by your salesman as to what credit terms have been approved. The undersigned hereby authorizes any of the banks and trade references mentioned above to release any and all credit and related financial information to **Pirates Seafood, Inc.**, as it may request.

We expect our weekly/monthly credit requirements from you to be \$_____. We believe that our firm is financially able to meet any commitments we have made, we expect to pay your invoices according to your terms, and we agree that payment is to be made to your office in Tampa, Hillsborough County, Florida. In the event that any payments are returned to your firm marked "non-sufficient funds," you or your collection agent, at your sole discretion and option, may elect to require that all future payments shall be in the form of cash, cashier's check, or certified funds. This information is for the purpose of obtaining credit and is warranted to be true. We hereby authorize you to investigate the references listed pertaining to our credit and financial responsibility, and to obtain such other and further information as you deem necessary. We further agree: (a) to pay a service charge of 1-1/2% per month on all past due accounts (both pre-judgment and post-judgment; (b) that, in the event it is necessary to turn this account over to an attorney for collection, that we agree to pay all costs incurred by you in collecting any indebtedness, including a reasonable attorney's fee (both pre-judgment and post-judgment collection actions); and (c) that any action to collect this account shall be brought in Hillsborough County, Florida, and (d) we hereby waive trial by jury. We agree to notify you of any change in ownership or form of said business. We agree to notify you within ten (10) days of receipt of a statement, of any discrepancy in billing. We further agree that our failure to do so obligates us to pay the amount set forth in the statement in full. Further, we agree that no refund will be permitted unless merchandise is returned within (10) days of invoice/delivery and in the original sales condition. All credit applications submitted to you shall become your sole property. It is agreed that acceptance by the individual present at the time of delivery of goods and supplies to the designated premises of the applicant shall bind the applicant to payment for those goods and supplies.

You have the right to withdraw any credit extended to me/us without advance notice to me/us. This agreement shall be binding on the undersigned as well as his/her/its heirs, if any, legal representatives, successors in interest, and assigns.

SIGNED AND DELIVERED this _____ day of _____, 20__.

Title: _____ Signature: _____

Printed Name: _____

Title: _____ Signature: _____

Printed Name: _____

UNCONDITIONAL PERSONAL GUARANTY OF ACCOUNT

In consideration of **Pirates Seafood, Inc.**, granting credit to _____ (hereinafter called PRINCIPAL), the undersigned hereby individually and jointly, personally and unconditionally guarantee payment in full of all present and future indebtedness of any kind and nature, of the Principal and its successors and assigns to **Pirates Seafood, Inc.**, including but not limited to, interest at the highest legal rate, reasonable attorney's fees (both pre-judgment and post-judgment), and court costs. Any action to collect the account or to resolve any dispute between our company and **Pirates Seafood, Inc.**, shall be brought in Hillsborough County, Florida, and trial by jury is waived. This Guaranty shall be construed according to Florida law.

This Guaranty agreement is absolute, unconditional and continuing, and without the need for **Pirates Seafood, Inc.**, to first pursue the Principal or any property of the Principal or any other person or entity. The obligation of guarantor(s) hereunder shall be binding notwithstanding any of the following: extension of time for payment, alteration of the Principal, or failure to give any other notices required by law; and this guaranty shall become enforceable upon failure of the Principal to make payment of any indebtedness due to **Pirates Seafood, Inc.**, immediately upon demand therefore at or after maturity.

This Guaranty shall remain in full force and effect until the undersigned shall have given notice in writing to you by certified mail, return receipt requested to make no further advances on the basis of this Guaranty. This Guaranty shall terminate only as to such Guarantor giving notice, and only as to such indebtedness incurred subsequent to the date that such termination notice was received.

The undersigned hereby waive notice of acceptance of this Guaranty, and notice of the goods and merchandise sold to you by the Principal, and all notice of defaults by Principal.

The undersigned understand and agree that a service charge of 1-1/2% per month (18% per year) will be added to any amounts due from and unpaid by Principal. The undersigned also guarantee, absolutely and unconditionally, payment of such service charges.

Any and all payments upon the indebtedness made by the Principal or by the undersigned Guarantor(s), or by any other person, may be applied by you upon such of the items of the indebtedness as you may determine.

Wherever possible, each provision of the Guaranty shall be interpreted in such a 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 provision shall be ineffective to the extent of such prohibition of invalidity, without invalidating the remainder of such provision or the remaining provisions hereof.

