

SALES REP: \_\_\_\_\_



# BAR HARBOR LOBSTER CO., Inc.

2000 PREMIER ROW ORLANDO, FL. 32809

*Quality Seafood since 1985*

(407) 851-4001 Fax (407) 447-6405

(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.: \_\_\_\_\_ FEDERAL TAX ID NO.: \_\_\_\_\_

BANK INFORMATION \_\_\_\_\_ 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 Bar Harbor Lobster Co..
- Any dispute between the parties shall be litigated in the appropriate court in Orange County Florida.
- Bar Harbor Lobster Co. shall have a purchase-money security interest in any goods purchased pursuant to the extent necessary to recover all moneys owed Bar Harbor Lobster Co. from the Applicant.
- The signer hereof individually and not in any representative capacity shall be responsible for all checks returned unpaid to Bar Harbor Lobster Co. for any reason whatsoever. Likewise, the individual signing below agrees personally to inform Bar Harbor Lobster Co. 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 Bar Harbor Lobster Co. 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

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\_\_\_\_\_  
NAME

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY,STATE,ZIP

\_\_\_\_\_  
PHONE #

TYPE OF BUSINESS \_\_\_\_\_ CORPORATION \_\_\_\_\_ PROPRIETORSHIP \_\_\_\_\_ PARTNERSHIP \_\_\_\_\_

OFFICERS/PARTNERS NAMES & 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 BAR HARBOR 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 _____

#2 NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY,STATE ZIP \_\_\_\_\_  
PHONE # ( ) \_\_\_\_\_  
TERMS OF SALE \_\_\_\_\_

#4. NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY,STATE,ZIP \_\_\_\_\_  
PHONE # ( ) \_\_\_\_\_  
TERMS OF SALE \_\_\_\_\_

WE HEREBY MAKE THIS APPLICATION FOR CREDIT TO BAR HARBOR LOBSTER CO. 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 1½% 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 BAR HARBOR LOBSTER CO. AND CONSENT TO JURISDICTION AND VENUE IN ORANGE COUNTY, FLORIDA. WE AGREE NOT TO TRANSFER OR ASSIGN THIS AGREEMENT WITHOUT PRIOR WRITTEN CONSENT OF BAR HARBOR LOBSTER CO. 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 BAR HARBOR LOBSTER CO. AUTHORIZATION IS HEREBY GIVEN TO ALLOW BAR HARBOR LOBSTER CO. TO MAKE ANY INQUIRES OF ALL TRADE & FINANCIAL SOURCES, INCLUDING CREDIT REPORTS WHICH ARE DEEMED TO BE NECESSARY OR DESIRABLE BY BAR HARBOR CO. 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 BAR HARBOR LOBSTER CO. AND ITS SUCCESSORS AND ASSIGNS (THE INDEBTEDNESS)

THIS GUARANTY SHALL BE ENFORCEABLE BY BAR HARBOR LOBSTER CO. 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 OUSTANDING AT ANY TIME ARE EXPRESSLY WAIVED. NOTHING IN THIS GUARANTY SHALL IN ANY WAY DIMINISH OR ALTER THE INDEBTEDNESS OR AFFECT THE RIGHTS OF BAR HARBOR LOBSTER CO. 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 BAR HARBOR LOBSTER CO. UNDER THIS GUARANTY.

BAR HARBOR 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 1. \_\_\_\_\_ 2. \_\_\_\_\_  
(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 \_\_\_\_\_