

# PROFISH, LTD.

## CUSTOMER ACCOUNT APPLICATION



# NEW ACCOUNT FORM

CORPORATE / BUSINESS NAME	ADDRESS
TRADE NAME (DBA, TA, AKA)	CITY, STATE, ZIP
ADDRESS	PHONE NO. (AREA CODE)
CITY, STATE, ZIP	PHONE NO. <span style="float: right;">ATTENTION OF</span>

## BUSINESS FACTS

LTD Partnership      List General Partner \_\_\_\_\_  
 Proprietorship     Partnership     Corporation \_\_\_\_\_  Franchise of \_\_\_\_\_  
 New Owner?  Yes    Purchase Date \_\_\_\_\_  No    Length of time in Business \_\_\_\_\_  
 Bldg./Facilities:  Owned     Leased     Rented Prev. Business Name \_\_\_\_\_  
 Mortgage/Holder (Name) \_\_\_\_\_  
 Lessor/Renter (Name) \_\_\_\_\_  
 Equipment:       Owned     Leased    Lessor Name \_\_\_\_\_

Complete the following information for all corporate Officers, Partners, or an Individual Proprietor.

NAME AND TITLE	NAME AND TITLE
HOME ADDRESS	HOME ADDRESS
CITY, STATE, ZIP	CITY, STATE, ZIP
SOCIAL SECURITY NO.	SOCIAL SECURITY NO.
HOME PHONE NO.	HOME PHONE NO.

## GENERAL INFORMATION

Type of Business:  Restaurant/Fine Dining     Fast Foods     Family     Institutional     Hotel/Motel  
 Seating Capacity \_\_\_\_\_    Number of Employees \_\_\_\_\_    Estimated Monthly Sales Volume \_\_\_\_\_

## ACCOUNTS RECEIVABLE INFORMATION

Accounts Payable Contact \_\_\_\_\_    Accounts Payable Phone No. \_\_\_\_\_

## BANKING

BANK NAME	OFFICER
ADDRESS	(CHECKING) ACCOUNT NO.
CITY, STATE, ZIP	(LOAN) ACCOUNT NO.

## TRADE REFERENCES (Preferably other food vendors)

(No beer or liquor distributors)

NAME	ADDRESS	PHONE NO.
NAME	ADDRESS	PHONE NO.
NAME	ADDRESS	PHONE NO.

ACCOUNT NO.	APPROVAL	TERMS	LIMIT	DATE
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Sales Person's Name \_\_\_\_\_

# TERMS AGREEMENT

The undersigned ("Purchaser") agrees that all purchases made by Purchaser from Profish, Ltd. ("Seller") are subject to the following terms and conditions.

1. All amounts due for goods purchased from Seller are payable at the Seller's distribution facility from which the goods are delivered. Purchaser acknowledges that such amounts are not payable in installments, but are payable in full as stated herein.
2. All amounts due Seller are payable in accordance with the payment terms granted by the Seller's credit department from which the goods are delivered. If any amount due Seller is not paid in accordance with such payment terms, a delinquency charge shall be added to the sum due, which charge shall equal the amount obtained by multiplying the delinquent balance by the lesser (a) TWO PERCENT (2%) PER MONTH OR (b) THE MAXIMUM LAWFUL RATE PERMITTED TO BE CHARGED UNDER APPLICABLE STATE LAWS.
3. Purchaser shall pay Seller a service charge in an amount equal to the greater of \$25.00 or 5% of the check balance for all checks returned by Purchaser's bank; provided, however, that such service charge shall not be due and payable in the event such payment would result in the violation of the usury laws of the applicable jurisdiction.
4. In the event the account is turned over to an attorney or other agency for collection, or suit is brought on same, or the same is collected through any judicial proceeding whatsoever. Purchaser shall pay 33 1/3% attorney's fees of the amount due hereunder and court costs Incurred by Seller.
5. Purchaser shall notify Seller by certified mail of any change of ownership of Purchaser. Purchaser warrants to Seller that all financial information furnished for the purpose of obtaining credit is true, correct and complete in all material respects, and Purchaser authorizes Seller to investigate all references furnished pertaining to the credit and financial responsibility of Purchaser.

"PURCHASER"

Date \_\_\_\_\_

\_\_\_\_\_  
(Type or print Name of Purchaser) (Corporate/Business Name)

Witness \_\_\_\_\_

By: X \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

## INDIVIDUAL PERSONAL GUARANTY

I, \_\_\_\_\_ for and in consideration of your extending credit at my request to \_\_\_\_\_ (the "company"), personally guarantee prompt payment of any obligation of the company of Profish, Ltd. ("Seller"), whether now existing or hereinafter incurred, and I further agree to bind myself to pay on demand any sum which is due by the Company to Seller whenever the Company fails to pay same. It is understood that this guaranty shall be an absolute, continuing and irrevocable guaranty for such indebtedness of the Company.

I expressly waive presentment, demand, protest, notice of protest, dishonor, diligence, notice of default or nonpayment, notice of acceptance of this guaranty, notice of the extending of any guaranteed indebtedness already or hereafter contracted for by the Company, notice of any modification or renewal or any credit agreement evidencing the indebtedness hereby guaranteed, notice of any renewal or extension of such indebtedness, and I expressly consent to any modification or renewal of any credit agreement evidencing the indebtedness hereby guaranteed and to all renewals or extensions of such indebtedness. I further waive any right to require Seller to proceed against, or make any effort at collection of the guaranteed indebtedness from the Company or any party liable for such indebtedness.

If the guaranteed indebtedness is not paid by me when due, and this guaranty is placed in the hands of any attorney for collection, or suit is brought hereon, or it is enforced through any judicial proceeding whatsoever, I shall pay 33 1/3% attorney's fees of the amount due hereunder and court costs incurred by Seller.

In the event more than one party executes this Guaranty as a guarantor, than each guarantor agrees to be jointly and severally liable for the guaranteed indebtedness, and in all instances herein, the singular shall be construed to include the plural.

X \_\_\_\_\_  
Witness

X \_\_\_\_\_  
Guarantor

Address: \_\_\_\_\_

Date: \_\_\_\_\_

X \_\_\_\_\_  
Witness

X \_\_\_\_\_  
Guarantor

Address: \_\_\_\_\_

Date \_\_\_\_\_

Date: \_\_\_\_\_