



J.R. SEAFOOD LLC

WHOLESALE & RETAIL – FRESH & FROZEN SEAFOOD

310 BAYSHORE BOULEVARD. SAN FRANCISCO, CA 94124

PHONE/FAX: 415.647.0106 – EMAIL: JRSEAFOOD@SBCGLOBAL.NET - WEB-SITE: WWW.JRSEAFOOD.NET

BUSINESS INFORMATION

- Name of the Business: _____
- DBA: _____ Tax ID: _____
- Phone Number: _____ Fax Number: _____
- Email: _____
- Form of Business: Sole Proprietorship Partnership Corporation
- Number of year in Business: _____
- **Shipping Address:**
Street: _____ City: _____ Zip Code: _____
 - What time do you start receiving product? _____
- **Billing Address:**
Street: _____ City: _____ Zip Code: _____
- Contact Name: _____ Contact Phone Number: _____
- Name of Account Payable _____ Phone # of Account Payable _____

PRINCIPAL OWNER OR OFFICERS:

- Name of Applicant: _____ Date of Birth: _____
- Title of Applicant: _____ S.S.#: _____
- Home Address: _____

BANK REFERENCE:

- Bank Name: _____
- Address: _____
- Phone #: _____ Fax#: _____
- Contact Name: _____
- Checking Saving. Account #: _____

CREDIT REFERENCE:



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Please, give us two (2) commercial references:

1. Name of the Company: _____
 - Phone Number: _____
 - Contact Name: _____

2. Name of the Company: _____
 - Phone Number: _____
 - Contact Name: _____

Agreement: In Consideration for the credit to be extended by J.R. Seafood (Seller) under this Agreement on the basis of the above information which is incorporated in this Agreement and which the undersigned (Purchaser) warrants to be true and correct, the purchases hereby agrees to the specified terms and to the conditions of sale set forth on each invoice. Purchaser also agrees to pay interest at the monthly rate of one and half (1.5) percent per month or the maximum rate permissible by law, whichever is greater. Upon default in payment of any invoice, J.R. Seafood shall have the right to declare all invoice due and payable. In the event any invoice is referred for collection, J.R. Seafood shall be entitled to reasonable fees and costs of collection, including attorney’s fees and costs, from the Purchaser. The Purchaser also further agrees that venue and jurisdiction over any matter arising in respect to or out of this Credit Application and Agreement and any invoices resulting there from shall be in the City and County of San Francisco, State of California. The Purchaser shall notify Seller by certified mail of any change of ownership or any information provided on this Credit Application. In the event Purchaser fails to so notify Seller in writing by certified mail of any changes, Purchaser shall be liable for credit extended prior to said written notification as though no changes in fact occurred, without prejudice to Purchase’s rights to proceed, additionally against any successors. The purchaser agrees to neither order nor accept goods from Seller while Purchaser is insolvent within the meaning of Uniform Commercial Code Section 1201 (23). Every order placed or delivery accepted, while the purchaser is insolvent shall constitute a written misrepresentation or solvency to the Seller within the meaning of Uniform Commercial Code Section 2702 (2).

Signature

Name of Business

Print Name & Title

Date

INDIVIDUAL PERSONAL GUARANTY

GUARANTEE: I _____, the undersigned hereby, for value received, unconditionally guarantee payment of all obligation incurred by the above named Business (Purchaser). 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 of hereafter contracted for by the Business hereby guaranteed, noticed of renewal or extensions of such indebtedness, and I expressly consent to any modification or renewal of credit agreement evidencing the indebtedness hereby guaranteed and to all renewals or extension of such indebtedness. I further waive any right to require J.R. Seafood (Seller) to proceed against, or make any effort al collection of the guaranteed indebtedness for the Purchaser or any other party liable for such indebtedness. The undersigned further agree, in the event any invoice is referred for collection to pay reasonable fees and costs of collection including attorney’s



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fees and cost for such collections. I/We also agree to submit to legal jurisdiction in the City and County of San Francisco, State of California.

SUBROGATION: Guarantor waives any claim, right or remedy which guarantor may now have or hereafter acquire against (Debtor) _____ or any person primarily or continentally liable for the guaranteed obligations or that arise from the existence or performance of Guarantor’s obligation hereunder including without limitation, any claim, remedy or right of subrogation, reimbursement, exoneration, contribution, indemnification or participation in any claim, right or remedy of J.R. Seafood against (Debtor) _____ or any collateral security J.R. Seafood now has or hereafter acquires regardless of how such claim, remedy or right arises.

Print Name

Date

Accepted Signature

Social Security Number (S.S.#)

AUTHORIZATION TO RELEASE CREDIT INFORMATION

A photographic or faxed copy of this authorization, bearing the signature of the undersigned, may be deemed to be equivalent to the original hereof and may be used as a duplication original.

Please, release credit information to **J.R. Seafood, San Francisco, CA**

Name of Business

Authorized Name

Signature

Address

Date