



Wellfleet Shellfish Company Inc.  
137 Holmes Rd  
Eastham, MA 02642

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sales@wellfleetshell.com

**CREDIT APPLICATION AND GUARANTEE**

Date: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Shipping Address: \_\_\_\_\_  
Billing Address: \_\_\_\_\_  
Business Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Accounts Payable contact: \_\_\_\_\_ Ext: \_\_\_\_\_  
Can you process emailed statements/invoices? \_\_\_\_\_ Email: \_\_\_\_\_

FEIN or Taxpayer ID: \_\_\_\_\_

Amount of credit requesting? \$ \_\_\_\_\_

Form of Business: Proprietorship \_\_\_ Partnership \_\_\_  
Corporation \_\_\_ Limited Liability Corporation \_\_\_  
Other (please specify) \_\_\_\_\_

Date Business Started \_\_\_\_\_ Type of Business \_\_\_\_\_

Business Property is: leased \_\_\_ owned \_\_\_  
by whom \_\_\_\_\_

**OWNER AND/OR OFFICERS**

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Social Security #: \_\_\_\_\_ Phone: \_\_\_\_\_  
Home Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Social Security #: \_\_\_\_\_ Phone: \_\_\_\_\_  
Home Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Social Security #: \_\_\_\_\_ Phone: \_\_\_\_\_  
Home Address: \_\_\_\_\_

If more than three Owners/Officers, please attach at the end of this document.

**TRADE REFERENCES**

List four suppliers where you have an active account.

Name	Address	Phone #
1) _____	_____	_____
2) _____	_____	_____
3) _____	_____	_____
4) _____	_____	_____

**BANK REFERENCES**

Name	Address	Phone #
1) _____	_____	_____

Account # \_\_\_\_\_

**CREDIT TERMS**

1. If the account is not paid in full as agreed and legal recourse is required, applicant agrees to pay all costs and expenses of collection, including attorney's fees, collection fees, and shall also pay costs, expenses and attorney's fees incurred on appeal.
2. Applicant agrees to send WSC Inc written notice of any changes in the form of ownership of applicant's business within five days of such changes.
3. The undersigned certifies the above information to be true and correct, that is submitted for the purpose of obtaining credit, and agrees to the Terms and Conditions of WSC Inc.
4. The undersigned consents to an investigation into the creditworthiness of the applicant, and further agrees to dissemination of credit information about the applicant, to inquiring sources.
5. All invoices are due net\_\_\_\_days following the date of the invoice. Applied interest of one and one-half (1 1/2) percent per month may be assessed on delinquent invoices. This is an annual rate of 18%. An invoice will be issued for each service charge and added to the monthly statement.
6. Claims: Buyer will promptly inspect delivered product upon delivery at Buyer's receiving point, and shall notify seller by some written means within 24 hours of delivery, of any short-weight, spoilage, damage, complaint, or other unsatisfactory condition of product and shall retain and preserve such product for inspection by Seller or Seller's representative for verification. Buyer further agrees to first pursue all rights and remedies against any Insurer, Carrier or others involved where inspection reveals the short weight, spoilage, damages or other unsatisfactory condition which may be due to faulty handling, shipping and/or storage for which the Insurer, Carrier or others may be liable. Failure to comply with the foregoing terms shall invalidate any claim by Buyer against Seller with respect to any such matters.

Buyer has read the foregoing Credit Application for Account and Agreement for Account with WSC Inc. Buyer further warrants and affirms under the penalties of perjury, that all of the preceding information is true and correct, and knowingly been given in order to induce WSC Inc to expend Trade Credit based upon the statements and representations contained herein. This agreement application and guarantee is governed by and construed under Massachusetts law. Buyer further agrees that any action hereunder is subject to the jurisdiction of the Massachusetts courts, and consents to service of process by the proper authorities.

\_\_\_\_\_  
Authorized Name (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**CONTINUING PERSONAL GUARANTEE**

It is understood and agreed that the guarantor(s) liability under the Guarantee shall be UNLIMITED.

The undersigned hereby personally guarantee to WSC Inc payment of any obligation of the Company, both past, present and future, and I hereby agree to bind myself to pay on demand any sum which is due to WSC Inc by the Company whenever the Company shall fail to pay the same. It is understood that this guarantee shall be a continuing and irrevocable indemnity for such indebtedness of the Company. I do hereby waive notice of default, non-payment and notice thereof and consent to any modification or renewal of the credit agreement hereby guaranteed, and to all renewals of extension of credit. The undersigned guarantor agrees to pay, in the event the amount becomes delinquent and is turned over to any attorney for collection, all attorney's fees plus attendant collection costs.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Date

Please return completed forms via postal mail, fax, or email address listed on page one.