

# HARBOR HOUSE SEAFOOD

504 Bridgeville HWY, Seaford, DE 19973



Hooked on the Freshness

Since 1984

Tel: 302-629-0444 | Fax: 302-629-0745

## NEW ACCOUNT FORM

### SHIP TO

### BILL TO

Corporate, Business Name

Address

(DBA) Trade Name

City, State, Zip

Address

Accounts Payable Contact

City, State, Zip

Phone No.

Accounts Payable Phone No.

FAX No.

## BUSINESS FACTS

Is the above a management company? YES ☐ NO ☐ If YES, Business owner's Name: \_\_\_\_\_

Corporation / Under State of ; \_\_\_\_\_ Franchise of ; \_\_\_\_\_

Proprietorship ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Co. ☐

General Partner \_\_\_\_\_ Profit ☐ Non-Profit ☐

Previous Location / Experience. Give Name of Business and Number of Years Experience

Have you ever filed for protection under bankruptcy code? YES ☐ NO ☐ If YES, When: \_\_\_\_\_

Building / Facilities: ☐ OWNED ☐ LEASED / MORTGAGE / LEASE HOLDER \_\_\_\_\_

NAME

ADDRESS

Equipment: ☐ OWNED ☐ LEASED / MORTGAGE / LEASE HOLDER \_\_\_\_\_

NAME

ADDRESS

Please complete the following information for all Corporate Officers, Partners, or an individual Proprietor. If Partnership list General Partner-If General Partner is a Corporation, list Officers and Titles. (If more than two exist, attach a separate sheet listing all)

Name and Title

Name and Title

Home Address

Home Address

City, State, Zip

City, State, Zip

Home Phone No.

Home Phone No.

Social Security No.

Driver License No.

Social Security No.

Driver License No.

## GENERAL INFORMATION

Estimated Weekly Purchases \$ \_\_\_\_\_ Number of Employees \_\_\_\_\_ Estimated Monthly Sales Volume \_\_\_\_\_

Terms Requested: ☐ COD ☐ Net 7 Days ☐ Net 14 Days ☐ OTHER \_\_\_\_\_

Type of Business: ☐ Restaurant/Fine Dining ☐ Hotel/Motel ☐ Food Service

Purchase Order Number required? ☐ YES ☐ NO

Is a Statement required? ☐ YES ☐ NO

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### BANKING REFERENCE

Bank Name	Branch	Address	City, State, Zip
FED ID No.		Phone No.	FAX No.
Officer Contact		Account No.	Liquor License No.
Loan Account No.		Credit Line \$	

### TRADE REFERENCES

*List your three largest purveyors of foodservice products or services*

Name	Address	City, State, Zip	Phone	Account No.

### TERMS AGREEMENT

The undersigned (Purchaser) agrees that all purchases made by Purchaser from HARBOR HOUSE SEAFOOD or any of its subsidiaries and affiliated entities (Sellers) is subject to the following terms and conditions:

1. All amounts due for goods and services purchases from Seller are payable at the Seller's distribution facility from which the goods and services 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 payment terms granted by Seller's credit department from which the goods and services are delivered. It is understood that the Seller is not obligated to extend the credit requested and the account terms may be changes at the discretion of the Seller. If any amount due the 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 of (a) two (2%) per month or (b) the maximum lawful rate permitted to be charged under the applicable state's law.
3. Purchaser shall pay Seller a service charge in an amount equal to the greatest of \$50 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 litigation of the usury laws of the applicable jurisdiction.
4. In the event the account is placed with an attorney or other agency for collection, or suit is brought on same, or the same is collected through judicial proceeding whatsoever, Purchases shall pay all reasonable attorney's fees 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, in connection with credit evaluation of Purchaser and at any time during Purchaser's relationship with Seller, to investigate all reference furnished and to obtain credit reports from any lending institution and/or credit agency.
6. The parties hereby agree that all litigation involving this agreement, or any sales made by Seller to the Purchaser, shall be litigated in the State or county court where Seller's principal place of business is located, and all parties hereby waive any defenses of jurisdiction that may not hereafter exist.
7. If Purchaser ceases doing business with Seller for any reason, Purchaser will immediately purchase from Seller, all remaining preparatory and special order items in Seller's inventory.
8. Purchaser expressly agrees that Seller shall not be responsible for any product nonconformity within 3 days od delivery, by certified mail return receipt requested.
9. Expect as to the quantity of goods ordered, no terms and conditions set forth in any purchase order or other form of Purchaser shall apply to sales by Seller to Purchaser:

DATE

Type or Print name of Proprietorship, Partner, and Corporation

Sales Representative of Seller

By:

Printed Name

Title

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## INDIVIDUAL PERSONAL GUARANTY

I, the undersigned, for and in consideration of extending credit at my request to Purchaser, as identified in this application (the Company), personally guarantee prompt payment of any obligation of the Company to HARBOR HOUSE SEAFOOD and each of its subsidiaries and affiliated entities (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 absolute and continuing for such indebtedness of the Company, and may only be revoked by formal written notice of revocation of guaranty, delivered to the Seller by certified mail, which shall become effective three business days after receipt by Seller.

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 hereafter contracted for the company. Notice of any modification or renewal of any credit agreement evidencing the indebtedness guaranteed, notice of any renewal or extension of such indebtedness. I further waive any right to require Seller to proceed against, or make any effort at collections of the guaranteed indebtedness from the Company or any other party liable to such indebtedness.

If guaranteed indebtedness is not paid by me when due, and the guaranty is placed in the hands of an attorney for collections or such is brought herein or it is entered through any judicial proceeding whatsoever, I shall pay all reasonable attorney's fees and court costs incurred by Seller. The Parties hereby agree that any litigation involving this guaranty shall be in the State or county court where the Seller's principal place of business is located and all parties hereby waive any defenses of jurisdiction that may now or hereafter exists.

In the event more than one party executes this guaranty as a guarantor, then each guarantor agrees to be jointly and severally liable for the guaranteed indebtedness and in all instances herein, the singular shall be constructed to include the plural. Any use of corporate title is only to identify my position in the Company and in no way negates execution of this guaranty in my individual capacity.

All of the information is given for the purpose of obtaining credit I/we hereby certify that the statements contained herein are true and correct, and I authorize the company to investigate my own credit history.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Guarantor

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Home Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Guarantor

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Home Address

\_\_\_\_\_  
City, State, Zip