



P.O. Box 95  
Portsmouth, NH 03802  
Direct Line: 603-436-7286  
Fax: 603-427-0376  
Email: rich@seaportfish.com

Seaport Fish Company, LLC.  
Credit Applications

Name of Business \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone \_\_\_\_\_ Fax \_\_\_\_\_  
Nature/Type of Business \_\_\_\_\_  
Years in Business \_\_\_\_\_ Date Incorporated \_\_\_\_\_  
Gross Annual Sales \_\_\_\_\_ Number of Accounts \_\_\_\_\_  
Number of Employees \_\_\_\_\_ Territory \_\_\_\_\_

<u>Principals</u>	<u>Title</u>	<u>Ownership %</u>

**BANK REFERENCES**

<u>Bank Name &amp; Address</u>	<u>Account Number</u>	<u>Account Type</u>	<u>Average Daily Balance</u>
1. _____			
2. _____			
3. _____			

**CREDIT REFERENCES**

1. Name \_\_\_\_\_ Phone \_\_\_\_\_  
Address \_\_\_\_\_  
2. Name \_\_\_\_\_ Phone \_\_\_\_\_  
Address \_\_\_\_\_  
3. Name \_\_\_\_\_ Phone \_\_\_\_\_  
Address \_\_\_\_\_  
4. Name \_\_\_\_\_ Phone \_\_\_\_\_  
Address \_\_\_\_\_  
5. Name \_\_\_\_\_ Phone \_\_\_\_\_  
Address \_\_\_\_\_  
6. Name \_\_\_\_\_ Phone \_\_\_\_\_  
Address \_\_\_\_\_

**Consent for Release of Credit Information**

I/we consent to the release of banking and other information necessary to allow a credit investigation by Seaport Fish Company, LLC.

Date \_\_\_\_\_

Name & Title \_\_\_\_\_

Name of Business \_\_\_\_\_

Address \_\_\_\_\_

## TERMS AND CONDITIONS

This Customer Account Application ("Application") is made to Seaport Fish Company, LLC, for the purpose of inducing Seaport Fish Company, LLC, to extend credit accommodations to the Applicant named below, and in accordance with the following terms:

1. Upon approval of this Application, Seaport Fish Company, LLC, in its sole discretion, and notwithstanding any request of Applicant, shall have the right to terminate Applicant's credit privileges under this Application at any time without prior notice to Applicant, except as otherwise provided by law.
2. All purchases by Applicant of goods and/or services from Seaport Fish Company, LLC, will be made in accordance with the terms and conditions of this Application and any invoices and/or other documents evidencing Applicant's obligations to Seaport Fish Company, LLC, all of which are incorporated herein by this reference.
3. The entire outstanding balance due to Seaport Fish Company, LLC, on all invoices shall become due in full immediately upon default in the payment of any invoice. Applicant agrees to pay interest in the amount of 1.5% per month, or the highest rate permitted by law, whichever is less on any past due amounts until collected, and Applicant agrees to pay all costs of collection incurred by Seaport Fish Company, LLC, including attorneys' fees and expenses, should a default in payment or any other obligation of Applicant to Seaport Fish Company, LLC, occur.
4. **If this Application is not fully approved or if any other adverse action is taken with respect to Applicant's credit with Seaport Fish Company, LLC, Applicant has the right to request within 60 days of Seaport Fish Company, LLC, notification of such adverse action, a statement of specific reasons for such action, which statement will be provided within 30 days of said request. To obtain the statement of specific reasons, please contact our credit department.** The Federal Equal Credit Opportunity Act prohibits creditors from discrimination against credit applicants on the basis of race, color, religion, national origin, sex, marital status, or age (provided that the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance programs; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning the creditor is the Federal Trade Commission, Washington, D.C.
5. This Application and all transactions between Applicant and Seaport Fish Company, LLC, shall be governed by and interpreted in accordance with the laws and decisions of the state where Seaport Fish Company, LLC, operating company which provided this Application is located, without regard to the conflicts of law provisions thereof **and all actions and proceedings arising from, relating to or in connection with this Application shall be subject to the exclusive jurisdiction of said state.**
6. If Applicant ceases doing business with Seaport Fish Company, LLC, for any reason, Applicant will immediately purchase from Seaport Fish Company, LLC, any and all remaining proprietary/special order items in Seaport Fish Company, LLC inventory.
7. Applicant expressly agrees that Seaport Fish Company, LLC, shall not be responsible for any product nonconformity as to quantity, quality, or price, unless noted on the original delivery receipt at the time of delivery or unless Seaport Fish Company, LLC, is notified in writing of any such nonconformity within three (3) days of delivery, by certified mail return receipt requested.
8. Except as to quantity of goods ordered, no terms and conditions set forth in any purchase order or other form of Applicant will apply to sales by Seaport Fish Company, LLC, to applicant.

The approximate initial amount of credit that Applicant requires per month shall not be binding upon Seaport Fish Company, LLC, nor shall Seaport Fish Company, LLC, incur liability by granting, reducing, increasing or refusing such amount. Applicant hereby certifies that the information furnished under this Application and any other financial statements furnished in connection herewith, is true and correct and that this information is being furnished to Seaport Fish Company, LLC, for the purpose of inducing Seaport Fish Company, LLC, to extend credit to Applicant, and understands that Seaport Fish Company, LLC, intends to rely upon such information. Applicant understands and agrees to be bound by the above terms and all invoices and other documents furnished by Seaport Fish Company, LLC, from time to time, all of which are incorporated herein by reference, and to advise Seaport Fish Company, LLC, of any material change in the information provided herein, including but not limited to, change of ownership, address or telephone number. Applicant understands that Seaport Fish Company, LLC, will retain this Application whether or not it is approved.

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APPLICANT: (FULL FIRM NAME)

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BY AUTHORIZED AGENT: (PRINTED NAME AND TITLE)

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(SIGNATURE & DATE)

## INDIVIDUAL PERSONAL GUARANTEE

The undersigned, ("Guarantor"), having a financial interest in Applicant, and benefiting from the transactions contemplated by this Application, hereby personally guarantees the payment by Applicant to Seaport Fish Company, LLC, of all amounts due and owing now, and from time to time hereafter from Applicant to Seaport Fish Company, LLC (the "Liabilities"). Guarantor expressly waives notice from Seaport Fish Company, LLC of its acceptance and reliance on this Guarantee, notice of sales made to Applicant, and notice of default by Applicant. The obligations of the Guarantor hereunder shall not be affected, excused, modified or impaired upon the happening, from time to time of any event. Not set-off, counterclaim or reduction of any obligation, or any defense of any kind or mature which Guarantor has or may have against Applicant or Seaport Fish Company, LLC shall be available hereunder to Guarantor against Seaport Fish Company, LLC. In the event of a default by Applicant on its obligations to Seaport Fish Company, LLC, Seaport Fish may proceed directly to enforce its rights hereunder and shall have the right to proceed first against Guarantor, without proceeding with or exhausting any other remedies. Guarantor in consideration of Seaport Fish Company, LLC extending financial accommodation to Applicant, hereby waives and relinquishes any rights of indemnification, contribution, reimbursement or exoneration which may be asserted against

Applicant if Guarantor performs his or her obligations under this guarantee and Guarantor understands the benefit of such rights. Guarantor agrees to pay all fees, costs and expenses, including reasonable attorneys' fees, which may be incurred by Seaport Fish Company, LLC, in enforcing this Guarantee or protecting its rights following any default on the part of Guarantor. This Guarantee shall be binding upon Guarantor's heirs, successors, assigns, representatives and survivors, and shall inure to the benefit of Seaport Fish Company, LLC; and its affiliates and may be assigned by Seaport Fish Company, LLC, without notice to Guarantor. This Guarantee shall be governed by and interpreted under the laws and decisions of the state where Seaport Fish Company, LLC operating company which provided this Application is located, without regard to the conflicts of law provisions thereof (the "Applicable State"). **Guarantor and Seaport Fish Company, LLC, irrevocably agree, and hereby consent and submit to the non-exclusive jurisdiction of any state or federal court located in the Applicable State with regard to any actions or proceedings arising from, relating to or in connection with the Liabilities and this Guarantee.** If executed by more than one, the obligations of Guarantor shall be joint and several and all references to the singular shall be deemed in the plural.

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PRINT NAME

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SIGNATURE & DATE

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PRINT NAME

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SIGNATURE & DATE

USE OF A CORPORATE TITLE SHALL IN NO WAY LIMIT THE PERSONAL LIABILITY OF THE PERSONAL GUARANTEE SIGNATORY.

## AUTHORIZATION FOR CREDIT REPORT

The undersigned is executing this Authorization for Credit Report individually for the purpose of authorizing Seaport Fish Company, LLC, to obtain a consumer credit report from time to time on the undersigned individual(s) through credit and consumer reporting agencies or other sources, in order to further evaluate the creditworthiness of such individual, hereby knowingly consents to the use of such credit report in accordance with the federal fair credit reporting act as contained in 15 U.S.C.1681, ET SEQ., as amended from time to time.

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PRINT NAME

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SIGNATURE & DATE