

This area to be filled in by
Samuels & Son.

SALESMAN _____



Samuels & Son

3407 S. LAWRENCE STREET
PHILADELPHIA, PA 19148
(215) 336-1414
(215) 339-0868 (Fax)

INSTRUCTIONS:
The extent of this credit application and agreement allows Samuels & Son to give you its competitively low pricing. All applicable spaces must be completed. A personal guarantee may be required.

CREDIT APPLICATION & AGREEMENT

Amount of Credit Requested: Time/Terms _____
Dollar Amount _____

BUSINESS INFORMATION - CORPORATION

Corporate Name _____

Fictitious Name of Business _____

Business Address _____

Business Telephone _____

Length of Time at Business Address _____

Corporate Officers: President _____

Vice President _____

Secretary/Treasurer _____

Federal Employee Identification# _____

Date of Incorporation _____ State of Incorporation _____

State & County of Fictitious Name Registration _____

Billing Address If Different _____

Accts. Payable Telephone# If Different _____

Liquor License# _____

BUSINESS INFORMATION - INDIVIDUAL-PARTNERSHIP

Trade Name _____

Business Address _____

Telephone # _____

Length of Time in Business _____

State & County of Fictitious Name Registration _____

Billing Address If Different: _____

Accts. Payable Telephone # If Different _____

Length of Time at Present Business Address _____

CREDIT INFORMATION - TRADE REFERENCES

Bank _____ Branch Address _____ Length of Time doing
 Branch Telephone # _____ Acct # _____ Business with this Bank _____

TRADE REFERENCES:

NAME	ADDRESS	TELEPHONE #	LENGTH OF TIME OF BUSINESS RELATIONSHIP
1. MEAT			
2. POULTRY			
3. PRODUCE			

CREDIT INFORMATION - Principals of Financial Responsibility (Officers, Partners or Owners)

1. Name Owner _____ Date of Birth _____ Soc. Sec. # _____
 Spouse _____ Date of Birth _____ Soc. Sec. # _____
 Own Residence _____
 Rent Address _____ How long at this address? _____ Telephone# _____
 % of Ownership _____

2. Name Owner _____ Date of Birth _____ Soc. Sec. # _____
 Spouse _____ Date of Birth _____ Soc. Sec. # _____
 Own Residence _____
 Rent Address _____ How long at this address? _____ Telephone# _____
 % of Ownership _____

3. Name Owner _____ Date of Birth _____ Soc. Sec. # _____
 Spouse _____ Date of Birth _____ Soc. Sec. # _____
 Own Residence _____
 Rent Address _____ How long at this address? _____ Telephone# _____
 % of Ownership _____

Parties hereby agree that all purchases made are subject to the following terms and conditions:

- The undersigned purchaser hereby agrees that all amounts due for goods and services purchased from Samuels & Son are payable at 3407 S. Lawrence Street, Philadelphia, PA 19148.
- The undersigned purchaser agrees that all amounts due Samuels & Son are payable within agreed upon terms; but not to exceed 30 days unless authorized in writing. If any amount due Samuels & Son is not paid within said period, a delinquency charge of 18% on an annual basis shall be added to sum due.
- The undersigned agree to allow Samuels and Son Seafood to obtain a consumer credit report for the sole purpose of credit scoring.
- The undersigned purchaser agrees to pay, in the event becomes delinquent and is turned over to a collection agency/attorney for collections, fees equal to 33 1/3% of the balance whether or not suit is instituted, indemnifying company for all expenses incurred with the collection of the amounts payable to lender.
- The undersigned agrees to notify Samuels & Son by certified mail of any pending change of ownership of the Customer and further agrees to be liable for all purchases should the undersigned fail to comply with said notification. In the event that this guaranty is executed by more than one person, then, in such event the liabilities and obligations of the undersigned hereunder shall be joint and several and the relative words here in shall be read as if written in the plural.
- The parties hereby acknowledge that the goods and/or services purchased from Samuels & Son are not payable in installments, but are payable in full as stated herein.
- I/We hereby authorize Samuels & Son to contact the references listed pertaining to my/our credit and financial responsibility.
- The Undersigned Purchaser hereby agrees and consents to the exclusive jurisdiction of the county of Philadelphia, Pennsylvania, relative to any claims arising out of or relative to this agreement.

DATE _____

AUTHORIZED SIGNATURE _____

TYPE NAME _____

TITLE _____

This will authorize you to release to Samuels & Son information regarding my bank account # _____

To: _____
 BANK NAME _____

PERSONAL GUARANTEE

FOR VALUE RECEIVED, and in order to induce Samuels & Son to forbear from the termination of credit and further induce Samuels & Son to extend credit and sell upon terms of credit to _____ a corporation

hereinafter called "principal", food stuffs and provisions or in the future to be sold by Samuels & Son to the principal on credit, the undersigned does agree to guarantee and by guarantor (if multiple guarantors, jointly, severally and in the alternative) and does hereby absolutely guarantee to you payment of any and all indebtedness incurred by the said principal as the result of credit transactions with you.

This is a continuing guarantee and until revoked in writing addressed to Samuels & Son, at 3407 S. Lawrence Street, Philadelphia, PA 19148 by certified mail/return receipt requested, shall cover all future indebtedness of the aforesaid principal corporation, including indebtedness arising under successive transactions that shall either continue the indebtedness or from time to time renew it after it has been satisfied and shall include all service charges, interest, reasonable attorneys' fees and collateral charges in addition to principal charges.

The undersigned acknowledges that Samuels & Son is at liberty to give the purchaser, at any time and from time to time such extensions of credit as Samuels & Son may think proper and upon terms as Samuels & Son may agree together with changes of terms from time to time as Samuels & Son may agree until the undersigned notifies you in writing by certified mail/return receipt requested to cease providing changes in terms or extensions of credit under this guarantee. The issuance of such notice either of termination of the guarantee or that the guarantee shall continue in full force and effect subject only that there be no further changes in terms or extensions of credit shall be effective only upon receipt of such notice by Samuels & Son and from and after the date of Samuels & Son's receipt of such notice.

The guarantee shall continue as a guarantee of payment of similar credit extended to the successors or assigns of the Principal and shall inure to benefit of all such successors and assigns, whose credit line is guaranteed hereby, and to the heirs and successors of the undersigned and the heirs and successors of Samuels & Son.

In the event Samuels & Son, its successors or assigns, shall be obliged to enforce this guarantee by retention of a collection agency and/or an attorney, the undersigned does agree to pay attorney fees or 33 1/3% and all other reasonable expenses and costs incurred in the collection of the obligation as part of the obligation herein, whether or not suit is instituted. This Personal Guarantee shall incorporate the terms of the Credit Application & Agreement previously executed by Samuels & Son on _____.

It is agreed that Samuels & Son need not take any action against the principals, any other guarantor or any person, firm, corporation or entity not resorting to any security held by Samuel's & Son at any time before proceeding against any one of the undersigned. The liability of any one of the undersigned shall continue, notwithstanding the bankruptcy, insolvency, incapacity, death, disability of the Principal, any co-guarantor or the revocation hereof by any other guarantor of their guarantee if there be more than one guarantor.

The undersigned expressly waive(s) notice of payment, acceptance of this continuing guarantee, protest and notice of protest with respect to the indebtedness covered hereby as well as notice of any renewals, extensions or changes in terms of the credit relationship with the principal.

If more than one guarantor signs this agreement, the obligation of all guarantors hereunder shall be jointly and severally and all words used herein in the singular shall be deemed to have been used in the plural and those used in the plural shall be deemed used in the singular when the context and construction so require.

OWNER _____

PRINT NAME _____

SOCIAL SECURITY NUMBER _____

RESIDENCE ADDRESS _____

RESIDENCE PHONE NUMBER _____

SPOUSE _____

PRINT NAME _____

SOCIAL SECURITY NUMBER _____

RESIDENCE ADDRESS _____

RESIDENCE PHONE NUMBER _____

OWNER _____

PRINT NAME _____ (SEAL)

SOCIAL SECURITY NUMBER _____

RESIDENCE ADDRESS _____

RESIDENCE PHONE NUMBER _____

SPOUSE _____

PRINT NAME _____ (SEAL)

SOCIAL SECURITY NUMBER _____

RESIDENCE ADDRESS _____

RESIDENCE PHONE NUMBER _____

Samuels & Son Seafood Co., Inc.

3407 S. Lawrence Street • Philadelphia, PA 19148

Phone (215) 336-7810 • Fax (215) 334-3007

BANK AUTHORIZATION

I hereby authorize Samuels & Son Seafood Company, Inc. and their agents to verify information with my bank and I further authorize my bank of release such information to them.

Bank: _____ Branch: _____

Account: _____

Bank: _____ Branch: _____

Account: _____

Authorized Signature (Title)

Company