

**GARY'S SEAFOOD SPECIALTIES, INC.
721 W. AMELIA ST.
ORLANDO, FLORIDA 32805
FAX (407) 423-1078**

CREDIT APPLICATION FOR

BILL TO

SHIP TO

BUSINESS NAME: _____

BUSINESS NAME: _____

TRADE NAME: _____

CONTACT NAME: _____

ADDRESS: _____

ADDRESS: _____

CITY _____ STATE _____ ZIP _____

CITY _____ STATE _____ ZIP _____

TELEPHONE NO.: _____

TELEPHONE NO.: _____

MANAGEMENT INFORMATION

BUSINESS STRUCTURE: _____ PROPRIETORSHIP _____ PARTNERSHIP _____ CORPORATION _____ LIMITED LIABILITY COMPANY

If business structure is a Partnership, Corporation, or Limited Liability Company, give the legal name and Federal I.D. Number:

BUILDING FACILITIES: _____ OWNED _____ LEASED _____ RENTED

MORTGAGE HOLDER/LANDLORD NAME AND ADDRESS: _____

EQUIPMENT: _____ OWNED _____ LEASED _____ RENTED

MORTGAGE HOLDER/LESSOR NAME AND ADDRESS: _____

LENGTH OF TIME IN BUSINESS: _____

IF UNDER 2 YEARS:

PREVIOUS BUSINESS AND ADDRESS: _____

LENGTH OF TIME IN PREVIOUS BUSINESS: _____

Complete the following information for all Corporate officers, Partners, or Proprietors

FULL NAME AND TITLE _____ SOCIAL SECURITY # _____ DRIVERS _____
LICENSE # _____

HOME ADDRESS _____ CITY _____ STATE _____ ZIP _____
TELEPHONE NO. _____

FULL NAME AND TITLE _____ SOCIAL SECURITY # _____ DRIVERS _____
LICENSE # _____

HOME ADDRESS _____ CITY _____ STATE _____ ZIP _____
TELEPHONE NO. _____

FULL NAME AND TITLE _____ SOCIAL SECURITY # _____ DRIVERS _____
LICENSE # _____

HOME ADDRESS _____ CITY _____ STATE _____ ZIP _____
TELEPHONE NO. _____

ACCOUNTS PAYABLE CONTACT NAME _____
TELEPHONE NO. _____

BANK INFORMATION

BANK NAME _____ ADDRESS _____ CITY _____ STATE _____
ZIP _____

BANK OFFICER _____ CHECKING ACCOUNT NO. _____
TRADE REFERENCES

NAME _____ ADDRESS _____ TELEPHONE NO. _____
NAME _____ ADDRESS _____ TELEPHONE NO. _____
NAME _____ ADDRESS _____ TELEPHONE NO. _____

TERMS OF CREDIT AGREEMENT

The undersigned represents that he or she is authorized to execute this application on behalf of the applicant and that all of the information contained in this Application is true. The undersigned authorizes GARY'S SEAFOOD SPECIALITIES, INC. (*GARY'S SEAFOOD) and its agents to make credit checks with the references noted above, and obtain whatever other credit information is deemed necessary to extend credit hereunder and authorizes any credit reference and any credit bureau or reporting service to release information to GARY'S SEAFOOD. The Equal Credit Opportunity Act prohibits the discrimination against credit applicants on the basis of race, color, religion, national origin, sex, marital status, or age. In the event that you are denied credit, GARY'S SEAFOOD will provide you with a written explanation upon receipt of a written request from the undersigned requesting such explanation.

The applicant understands that all purchases are subject to the following terms and conditions:

1. All payments are due and payable within agreed terms of each invoice. If any account is not paid when due, GARY'S SEAFOOD shall be entitled to charge interest (including post-judgment interest) on the unpaid balance at the annual rate of 18%.
2. In the event that the account becomes delinquent, the applicant agrees to pay for all costs of collection, including all pre- and post-judgment attorneys' fees and expenses. Pre-judgment attorneys' fees may be liquidated at thirty-three percent (33%) of the outstanding balance due on account, at the election of GARY'S SEAFOOD.
3. Any dispute between the parties shall be litigated in the appropriate court in Orange County, Florida or such other county as GARY'S SEAFOOD shall, in its own discretion, determine is most convenient and otherwise appropriate.
4. GARY'S SEAFOOD shall have a purchase-money security interest in any goods delivered to the extent necessary to recover all moneys owed GARY'S SEAFOOD by the Applicant. Likewise, title to said goods shall remain with GARY'S SEAFOOD and GARY'S SEAFOOD shall be allowed to obtain a pre-judgment writ of replevin in the event payment is not made in accordance with the established terms of credit.
5. The signer hereof individually and not any representative capacity shall be responsible for all checks returned to GARY'S SEAFOOD from the payor bank for any reason whatsoever.
6. The applicant is responsible for all goods and services delivered to the address listed on the reverse side of this application or such other addresses as is directed by the applicant's employees or agents until the applicant notifies GARY'S SEAFOOD, via certified mail, that it no longer wishes to be responsible for deliveries to said addresses.
7. All goods delivered by GARY'S SEAFOOD in reliance on this credit application shall be deemed authorized by the purchaser hereof if delivered to the address on the reverse side of this application. The Applicant waives any right to claim improper delivery if the goods delivered hereby are not rejected upon delivery. Any claim for damaged goods must be submitted to GARY'S SEAFOOD, in writing, within five days of delivery.

DATE: _____, 20 _____

Witness _____

Printed Name _____

Signature _____

Printed Name _____

GUARANTY

The undersigned personally guarantees all payments due GARY'S SEAFOOD by the applicant including all costs of collection as set forth above and agrees to litigate any dispute in the appropriate court in Orange County, Florida. The undersigned authorizes GARY'S SEAFOOD and its agents to obtain whatever credit information is deemed necessary to extend credit hereunder and authorizes any credit reference and any credit bureau or reporting service to release credit reports and/or other information to GARY'S SEAFOOD signed consents to garnishment of wages if GARY'S SEAFOOD obtains a judgement against the undersigned and agrees to notify GARY'S SEAFOOD, via certified mail, of any change of ownership of the Applicant.

DATE: _____, 20 _____

Witness _____

Printed Name _____

Signature _____

Printed Name _____