



# SANTA MONICA

SEAFOOD<sup>®</sup>

Family Owned Since 1939

2500 Comanche Rd. N.E.

Albuquerque, NM 87107

(505) 888-6969

## COMMERCIAL CUSTOMER ACCOUNT APPLICATION

Please complete all parts of this form, sign where indicated, and mail to the above address or fax to (505) 881-4911.

1. **Legal Name of Business:** \_\_\_\_\_

2. **Doing Business As:** \_\_\_\_\_

3. **Physical Address:** Street \_\_\_\_\_

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

4. **Mailing Address:** Street \_\_\_\_\_

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

5. **Telephone Numbers:** Voice \_\_\_\_\_ Fax \_\_\_\_\_

6. Email address \_\_\_\_\_

7. Website or URL address \_\_\_\_\_

8. Federal Tax ID# \_\_\_\_\_ NM CRS # \_\_\_\_\_

(NM business only)

9. Year business established \_\_\_\_\_ Years in this type of business \_\_\_\_\_ Years at present location \_\_\_\_\_

10. Previous address (if less than 3 years at present location) \_\_\_\_\_

11. Business Legal Status \_\_\_\_\_ Partnership \_\_\_\_\_ Corporation \_\_\_\_\_ S Corporation \_\_\_\_\_ Proprietorship \_\_\_\_\_ LLC \_\_\_\_\_ LLP

12. List partners or officers:

#1. Name \_\_\_\_\_ Home Address \_\_\_\_\_

Title \_\_\_\_\_ Social Security # \_\_\_\_\_

Date of Birth \_\_\_\_\_ Driver License # \_\_\_\_\_

# 2. Name \_\_\_\_\_ Home address \_\_\_\_\_

Title \_\_\_\_\_ Social Security # \_\_\_\_\_

Date of Birth \_\_\_\_\_ Driver License # \_\_\_\_\_

# 3. Name \_\_\_\_\_ Home Address \_\_\_\_\_

Title \_\_\_\_\_ Social Security # \_\_\_\_\_

Date of Birth \_\_\_\_\_ Driver License # \_\_\_\_\_

13. Ever filed bankruptcy (Chapter 7, 11, 13) or been an officer or principal of corporation which has filed bankruptcy?

YES \_\_\_\_\_ NO \_\_\_\_\_

14. Accounts Payable Contact \_\_\_\_\_ Title \_\_\_\_\_ Phone \_\_\_\_\_

15. Estimated annual sales \_\_\_\_\_

**TRADE REFERENCES (Must be FOOD suppliers)**

1. Name \_\_\_\_\_ 2. Name \_\_\_\_\_

Address \_\_\_\_\_ Address \_\_\_\_\_

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

Phone \_\_\_\_\_ Fax \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_

3. Name \_\_\_\_\_ 4. Name \_\_\_\_\_

Address \_\_\_\_\_ Address \_\_\_\_\_

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

Phone \_\_\_\_\_ Fax \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_

**BANK REFERENCE**

Bank \_\_\_\_\_ Branch \_\_\_\_\_

Address \_\_\_\_\_

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

Telephone # \_\_\_\_\_ Fax# \_\_\_\_\_

Type of account: Checking # \_\_\_\_\_ Savings # \_\_\_\_\_ Loan # \_\_\_\_\_

**I approve the release of bank credit information to Santa Monica Seafood Company.**

\_\_\_\_\_ **Date** \_\_\_\_\_

**Authorized Signature**

**Requested Terms: (Note that Terms requested may not be terms provided by Santa Monica Seafood Company)**

- 7 Days
- 14 Days

- 30 Days
- Monthly (10th of Month for Previous Month Purchases)

**AGREEMENT**

As a condition of being considered for the extension of credit on an open account by Santa Monica Seafood Company, and/or its subsidiaries, affiliates and assignees (herein after referred to as the "Company"), the Applicant promises and agrees as follows:

The Applicant authorizes the Company to conduct such investigations pertaining to the information provided as it deems necessary, which may include a business or personal report, verification of banking or financial institution information, verification of residence, and/or a criminal history report. The Applicant agrees that the Company may use this Agreement with any bank or other financial institution for the purpose of obtaining personal or business financial information of any kind.

1. Credit Information. The Applicant represents and warrants that the credit information provided herein is true and correct on the date which this Agreement is signed and that the Company's credit decision will be based on this information.

2. References. The Applicant authorizes the Company to contact any or all references listed herein or any other possible references, and further authorizes each of the references to provide such information and/or documents requested by the Company, from time to time.

3. Payment. The Applicant promises to pay their account balance now existing or hereafter incurred pursuant to the credit terms that the Company establishes for Applicant as they exist now and as they may be amended from time to time. The Company will establish credit terms at its sole discretion. If, however, this account is not paid within the terms established by the Company, the Applicant agrees to pay, in addition to the principal amount due, a delinquency charge of 1 1/2% per month on the unpaid balance. If the Applicant's account becomes past due, the Applicant agrees to pay for shipments on a COD basis. A restocking fee will be charged without notice. Applicant agrees that any false or misleading information by Applicant will be construed as a material default and any outstanding invoices shall be immediately due and payable in full.

4. Attorney's Fees and Costs. In any litigation between the Company and Applicant or guarantor relating to the Applicant's account, the losing party shall pay the prevailing party's reasonable attorney's fees and all costs and expenses expended or incurred by the prevailing party in connection with such action. Applicant will pay attorney fees to the Company if the Company prevails.

5. Applicant Law and Venue. This Agreement shall be governed by and subject to the laws of the state of New Mexico, and any action between the Company and the Applicant regarding the Applicant's account shall be litigated in the appropriate court in Bernalillo County, New Mexico.

- 6. Modification. This Agreement may not be modified or amended except in writing signed by all the parties.
- 7. The Company must be notified in writing in the event of any material change in this information, a change in financial status, or a change of ownership.
- 8. The Company can terminate this agreement at will for any and all locations.
- 9. If paying by check, please be aware that you are authorizing The Company to use the information on your check to make a one-time electronic debit to your checking account in the event your check does not clear through normal clearing channels.

DATED \_\_\_\_\_

APPLICANT:\*

SIGNATURE	TITLE	PRINTED NAME
SIGNATURE	TITLE	PRINTED NAME
WITNESS	TITLE	PRINTED NAME

\*If applicant is an individual, both husband and wife shall sign, if a corporation, its president and secretary shall sign, and if a partnership or limited partnership, all general partners and their respective spouses shall sign. If a LLC Manager shall also sign.

**PERSONAL GUARANTEES**

(Required if Applicant is a Corporation, Partnership or LLC)

In order to induce the Company to extend credit on an open account to the Applicant above named, the undersigned person, each of whom has an interest in the Applicant or acknowledged legal consideration for his guaranty, agree that:

- a. They authorize the Company to conduct such investigations pertaining to the undersigned person as it deems necessary from time to time which may include a personal credit report.
- b. They each absolutely and unconditionally guarantee payment of all sums which the applicant may become obligated to pay on accounts with the Company.
- c. No modification, extension or indulgence granted to the Applicant shall release them from or limit their personal liability hereunder.
- d. In the event of a default by the Applicant in the payment of an account with the Company, shall, at its option, without prior notice, either proceed directly against any or all of the undersigned, jointly and severally, or proceed simultaneously against the Applicant and any or all of the undersigned.

**OWNERS, SHAREHOLDERS OR PARTNERS**

SIGNATURE	PRINTED NAME
ADDRESS	
SIGNATURE	PRINTED NAME
ADDRESS	

**PPD RECURRING DEBITS APPLICATION**

I (we) hereby authorize Santa Monica Seafood Company, and/or its subsidiaries, affiliates and assignees (herein after referred to as the "Company"), to initiate debit entries to my (our)  Checking /  Savings Account (select one) indicated below at the depository financial institution named below, hereafter called "Depository", and to debit or credit the same to such account. If this item is returned unpaid, I authorize an additional returned check fee of the maximum amount as allowed by the state to be charged to this account.

Depository Name \_\_\_\_\_  
 Routing Number \_\_\_\_\_ Account Number \_\_\_\_\_

Varying amounts not to exceed the dollar total amount of the invoices due.  
 Number of Payments: \_\_\_\_\_,  or indefinitely (check here)  
 Frequency of Payments: (dependent on terms granted by Company)

- Weekly (Every Wednesday for Previous Week Purchases)
- Bi-Weekly (Every other Wednesday for Previous Two Week Purchases)
- Monthly (Wednesdays for Purchases 30 days or greater)
- Monthly (10th of Month for Previous Month Purchases)

This authorization is to remain in full force and effect for the number of payments authorized above or until the Company has received written notification from me (or us) of its termination, in such time and such manner as to afford the Company and Depository a reasonable opportunity to act on it.

Name: \_\_\_\_\_ Date: \_\_\_\_\_  
 Signature: \_\_\_\_\_

**Please attach a voided check to this authorization**