

RDO FISHERIES LLC

MARATHON, FLORIDA 33050

Telephone: 305 464 1336

Name/Address:

Last:	First:	Middle Initial:		Title
Name of Business:		Tax I.D. Number		
Address:				1
0.0	D	lain		In.
City:	State:	ZIP:		Phone:
Accounts Payable Contact an	d Direct phone Number:			
Company Informat	ion:			
Type of Business:		In Busin	ess Since:	
Legal Form Under Which Busines	ss Operates:			
	Corporation	Par	tnership 🗌	Proprietorship
DBA , Name of Parent Company:		In Busine	ess Since:	
Name of Company Principal Resp	oonsible for Business Transact	ions:	Title:	
Address:	City:	State: ZIP:	Phone:	
Name of Company Principal Resp	consible for Business Transact	ions:	Title:	
A.1.1	0"	0: : 710	6	
Address:	City:	State: ZIP:	Phone:	
David Dafanana				
Bank References:	Address:		lDh	one:
moutulion Name.	Addiess.		[''	one.
Banking Officer:	Checking Ac	count #:	Lo	an Account #:
	erms. I also acknowledge aı			ling personal credit information, to ons set forth on the reverse side of
Signed by:		Title:		Date

(MUST BE SIGNED BY PRESIDENT OR PRINCIPAL OF ORGANIZATION)

Trade References (3 required):

Company Name:

Company Name:

Company Name:

Company Name:

Contact Name:

Contact Name:

Contact Name:

Contact Name:

Phone:

Phone:

Fax:

Fax:

Fax:

TERMS AND CONDITIONS

(Print Name) ("Purchaser") agrees that all purchases made by Purchaser or by any person representing himself to be an agent, employee or representative of the Purchaser, from RDO FISHERIES LLC., or any of its subsidiaries, successors or assigns ("Seller") are subject to the following terms and conditions:

- 1. All amounts due Seller are payable in accordance with terms granted by Seller. If any amount due Seller should become 5 days past due a service charge of 1 % per month (18% per annum) shall be added to the balance due.
- 2. If Purchaser decides to pay with credit card, there will be a 3.5% service charge. Purchaser shall pay Seller a service charge of \$25.00 or 5% of check value, whichever is greater, per check for all checks returned by Purchaser's Bank.
- 3. In the event the account is turned over for collection, Purchaser shall pay all costs of collection, including all of the attorney's fees and costs incurred by Purchaser.
- 4. Purchaser warrants to Seller that all information furnished is true and correct. Purchaser authorizes Seller to obtain personal and/or corporate credit report(s), as deemed necessary by Purchaser and to investigate all references pertaining to the extension of credit to Purchaser.

PERSONAL GUARANTEE

- FOR AND IN CONSIDERATION of the extension of credit to the Purchaser identified in the foregoing Credit Application, I, the undersigned ("Personal Guarantor"), personally guarantee prompt payment of any and all indebtedness owing to Seller by Purchaser whether now existing or hereafter incurred. I understand that this Personal Guarantee shall be an absolute and continuing guarantee for any and all indebtedness of Purchaser to Seller.
- All terms and conditions of the above Credit Agreement, including the Terms and Conditions, with Purchaser, as set forth above, are incorporated into this guarantee by reference, including, but not limited to, interest charges, attorney's fees and terms of credit.
- If Seller does seek enforcement of this Personal Guarantee, Guarantor shall be liable for all costs and attorney's fees incurred by Seller enforcing this Personal Guarantee.
- I expressly waive notice from Seller of its acceptance and reliance on this Personal Guarantee, notice of sales made to Purchaser and notice of default by Purchaser. I expressly consent to any modification or renewals of the terms of credit granted to Purchaser, from time to time, and waive notice of any such modification or renewal.
- In the event of any default by Purchaser or its obligation to Seller, Seller may proceed directly against Personal Guarantor to enforce its rights, without proceeding against Purchaser or exhausting any other remedies Seller may have. This Personal Guarantee shall be binding upon myself, my heirs, successors, representatives and assigns. Any notice of termination of this Personal Guarantee shall not terminate Personal Guarantor's liability to Seller for any and all indebtedness incurred prior to the actual receipt of my notice of termination by Seller but shall be effective only to obligations incurred by Purchaser subsequent to receipt by Seller. Any and all notices sent by Personal Guarantor to Seller shall be done by either certified mail, return receipt requested, or hand delivery to Seller, Attn: Credit Manager.
- In the event more than one person executes this Personal Guarantee, the obligations of each Personal Guarantor shall be joint and several and, all references to the singular herein shall be construed to include the plural.
- We agree to immediately notify Seller in writing, of any change in ownership or form of said business.

Personal Guarantor Signature:	Personal Guarantor Print Name:	Date:
SSN#:	Address:	Phone#:

Terms and Credit Line Approved:	Account Rep:	Credit Processor Signature:	Date: