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**CUSTOMER APPLICATION/BUSINESS CONTRACT**

IMPORTANT: Please fill in all information legibly and mail or fax this contract back to us along with a CLEAR copy of the principle's driver's license.

**General Information**

Business Name: \_\_\_\_\_ DBA: \_\_\_\_\_  
 Business Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Telephone #: ( ) \_\_\_\_\_ Alt. telephone #: ( ) \_\_\_\_\_  
 Cell #: ( ) \_\_\_\_\_ Fax #: ( ) \_\_\_\_\_  
 Email: \_\_\_\_\_ Website: www. \_\_\_\_\_  
 Mailing Address (if different from above): \_\_\_\_\_  
 Years in Business: \_\_\_\_\_  
 Type of Business (please circle one): Corporation Sole Proprietorship Partnership LLC  
 State of Incorporation (if applicable): \_\_\_\_\_ Federal Tax ID #: \_\_\_\_\_  
 Buyers' Names: 1. \_\_\_\_\_ 2. \_\_\_\_\_

**Bank/Check By Phone Information**

Bank Name: \_\_\_\_\_  
 Bank Address: \_\_\_\_\_  
 Bank Telephone #: ( ) \_\_\_\_\_ Contact \_\_\_\_\_  
 Account #: \_\_\_\_\_ Routing #: \_\_\_\_\_  
 Is this a business account?: Yes / No

**References in the Trade**

Name	Address	Contact	Telephone #
1) _____	_____	_____	_____
2) _____	_____	_____	_____
3) _____	_____	_____	_____

**Information about the Owner/Principle**

Name of Principle: \_\_\_\_\_ Title: \_\_\_\_\_ Social Security #: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
 Home Address: \_\_\_\_\_  
 Home Tel #: ( ) \_\_\_\_\_ Drivers License #: \_\_\_\_\_ Exp: \_\_\_\_/\_\_\_\_/\_\_\_\_

**Credit Card Information**

Account Type (please circle one): Visa Mastercard American Express Discover  
 Card #: \_\_\_\_\_ Exp Date: \_\_\_\_\_  
 Card Security Code #: \_\_\_\_\_  
 Name as it appears on Card: \_\_\_\_\_  
 Billing Address: \_\_\_\_\_  
 Cardholder Signature: \_\_\_\_\_  
 Is this a debit card?: Yes / No

Principal's Initials: \_\_\_\_\_

**CONTRACT TERMS – PLEASE READ CAREFULLY**

In signing this contract I understand and agree that:

1) As partial consideration for the granting of credit by Exotic Reef Imports Inc. , its parent, subsidiaries, affiliates, successors and/or assigns (“Exotic Reef Imports Inc.”) to the company listed on the front of this Credit Application, (the “Company”), it is agreed that the Company shall pay all debts promptly when due. In the event of non-payment or default on payment, the Company agrees to pay a late payment fee of 1.5% of the outstanding balance. The late payment fee shall be assessed on a monthly basis, and shall commence on the 1<sup>st</sup> day after the date of each unpaid invoice. This fee shall be assessed until the balance is paid in full. In addition, any check returned to Exotic Reef Imports Inc. for any reason whatsoever by the issuing bank shall be subject to a per check fee of \$25.

2) In the event any legal action or collection activity is instituted to collect sums due under this Agreement, the Company agrees to pay the actual attorney’s fees and costs incurred in connection therewith. All disputes and actions between the parties hereto shall be filed and heard in Los Angeles County, California, with venue exclusive therein. Company and guarantor hereby consent to personal jurisdiction in any Los Angeles County Court, and agree to accept service of process by any manner deemed appropriate by law including certified mail. All disputes between the parties shall be governed by California law.

3) Company hereby waives any and all existing and future claims and offsets against any payments due under this Agreement, and agrees to pay the amounts due regardless of any offset or claim which may be asserted by Company or on its behalf.

4) Company hereby acknowledges that Exotic Reef Imports Inc. is not responsible in any way for any damages suffered to merchandise during transit from Exotic Reef Imports Inc. to Company via land, air, sea, courier, or any other form of transportation. Accordingly, Company does not hold Exotic Reef Imports Inc. liable or responsible for any loss or damage suffered as a result of any mishandling and/or delay due to the transporting entity.

5) This Agreement shall be binding on the parties’ successors, assigns, representatives, and guarantors.

6) **PERSONAL CONTINUING GUARANTY.** In consideration of Exotic Reef Imports Inc. extension of credit to the Company, the undersigned guarantor (“Guarantor”) agrees that said credit would not be extended but for this personal guaranty, and hereby guarantees unto Exotic Reef Imports Inc. the payment of any and all indebtedness the Company may now or hereafter owe to Exotic Reef Imports Inc., together with interest thereon at the maximum legal rate and costs of collection thereof, including actual attorney’s fees. Such liability shall be continuing and includes all future extensions and renewals of credit to the Company. Notice of acceptance of this guaranty as well as all demands, presentments, notices of protest and notices of every kind and nature, including those of any action or non-action on the part of the Guarantor, Exotic Reef Imports Inc. or anyone else, are hereby waived by the Guarantor. Guarantor agrees that Exotic Reef Imports Inc. may proceed directly against Guarantor without first seeking recourse against the Company. This Guaranty is assignable with any of the obligations which it guarantees, and when so assigned, the Guarantor shall be bound as above to the transferee.

7) I hereby consent and agree that Exotic Reef Imports Inc. is authorized to charge any and all outstanding debts plus any and all costs associated with these debts (as outlined in this contract) to the credit card account OR to issue a Check By Phone using the information provided on Page 1 of this contract. By providing my signature on this contract I understand that I waive any and all future rights to charge back the afore-described transactions against Exotic Reef Imports Inc. I also certify with my signature that I am authorized to permit usage of the credit card account or Check By Phone account listed on this contract.

8) I authorize Exotic Reef Imports Inc. to conduct an audit of the information I have provided them on this application. As such, I authorize the credit references, including financial institutions, whether listed hereon or not, to give Exotic Reef Imports Inc. any information they may require in their investigation of my established credit.

9) The above obligations shall survive this Agreement to the later of the date the Company ceases doing business with Exotic Reef Imports Inc. or as long as there is a balance or obligation outstanding between the parties.

a. I understand that any credit authorized by Exotic Reef Imports Inc. is made at the sole discretion of Exotic Reef Imports Inc. and may be altered or revoked at any time without cause by Exotic Reef Imports Inc. I furthermore agree that any purchases made from Exotic Reef Imports Inc. by me, my company, or by any person representing themselves to be an employee, agent or representative of my company shall be bound by the terms and conditions described in this agreement and, specifically, guaranteed by me personally per Paragraph 6 above.

Dated: \_\_\_\_\_

Signed for Individually and as an Authorized Agent of “Company” by:

\_\_\_\_\_  
Guarantor’s Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Principal’s Initials: \_\_\_\_\_