



1924 E. Maple Avenue
El Segundo, CA 90245
Tel: 310-648-7258
Fax: 310-648-7611

Credit Application

(Please fill in all information)

General Information

Business Name: _____
Business Address: _____
City: _____ State: _____ Zip: _____
Telephone #: () _____ Fax #: () _____
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 #: _____

Bank Information

Bank Name: _____
Bank Address: _____
Bank Telephone #: () _____ Contact: _____ Account #: _____

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: _____
Name on Card: _____

IMPORTANT

Please mail or fax this application back to us along with a LEGIBLE copy of the principle's driver's license.

Principal's Initials: _____

CONTRACT – 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”) 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 1st 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 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 is not responsible in any way for any damages suffered to merchandise during transit from EXOTIC to Company via land, air, sea, courier, or any other form of transportation. Accordingly, Company does not hold EXOTIC 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’s 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 the payment of any and all indebtedness the Company may now or hereafter owe to EXOTIC, 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 or anyone else, are hereby waived by the Guarantor. Guarantor agrees that EXOTIC 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 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 provided on Page 1 of the 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. I also certify with my signature that I am authorized to permit usage of the credit card account listed on this contract.

8) I authorize EXOTIC to conduct an audit if the information I have provided them on this application. As such, I authorize the references listed to give EXOTIC 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 or as long as there is a balance or obligation outstanding between the parties.

Dated: _____

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

Guarantor’s Signature

Name: _____

Title: _____