



A FAMILY TRADITION SINCE 1966

CREDIT APPLICATION



A Family Tradition Since 1966

Date:

Ship To:

Bill To:

Name - DBA

Legal Entity Name

Address

Address

City State Zip

City State Zip

Phone

AP Contact

Email

REFERENCES (Food Distributors Preferred)

Business Name

Business Name

Business Name

Street Address

Street Address

Street Address

City State Zip

City State Zip

City State Zip

Phone# Account#

Phone# Account#

Phone# Account#

ABOUT YOUR BUSINESS

New Owner: Yes No Purchase Date Length of Ownership

Building/Facilities: Owned Leased Owners Name

Partnership Limited Partnership Corporation Proprietorship Limited Liability Company

Terms Requested: COD Net 7 Net 14

Expected Weekly purchase amounts from Halperns' Steak and Seafood: \$

The following information to be provided for individual proprietors, general partners or corporate officers.

Name and Title

Name and Title

Name and Title

Home Address

Home Address

Home Address

City, State, Zip

City, State, Zip

City, State, Zip

Phone #

Phone #

Phone #

OFFICE USE

Est. Weekly Sales Credit Terms Issued

Sales Person

TERMS AND CONDITIONS

This Customer Account Application ("Application") is made to Halperns' Purveyors of Steak and Seafood for the purpose of inducing Halperns' to extend credit accommodations to the Applicant named below, and in accordance with the following terms:

- 1. Upon approval of this Application, Halperns' in its sole discretion, and notwithstanding any request of Applicant, shall have the right to terminate Applicant's credit privileges under this Application at any time without prior notice to Applicant, except as otherwise provided by law.
2. All purchases by Applicant of goods and/or services from Halperns' will be made in accordance with the terms and conditions of this Application and any invoices and/or other documents evidencing Applicant's obligations to Halperns', all of which are incorporated herein by this reference.
3. The entire outstanding balance due to Halperns' on all invoices shall become due in full immediately upon default in the payment of any invoice. Applicant agrees to pay interest in the amount of 1.5% per month, or the highest rate permitted by law, whichever is less, on any past due amounts until collected and Applicant agrees to pay all costs of collection incurred by Halperns', including attorney's fees and expenses, should a default in payment or any other obligation of Applicant to Halperns' occur.
4. If this Application is not fully approved or if any other adverse action is taken with respect to Applicant's credit with Halperns', Applicant has the right to request within 60 days of Halperns' notification of such adverse action, a statement of specific reasons for such action, which statement will be provided within 30 days of said request. To obtain the statement of specific reasons, please contact our credit department. The Federal Equal Credit Opportunity Act prohibits creditors from discrimination against credit applicants on the basis of race, color, religion, national origin, sex, marital status, or age (provided that the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance programs; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning the creditor is the Federal Trade Commission, Washington, D.C.
5. This Application and all transactions between Applicant and Halperns' shall be governed by and interpreted in accordance with the laws and decisions of the state of Georgia. All actions and proceedings arising from, relating to or in connection with this Application shall be subject to the non-exclusive jurisdiction of said state.
6. Applicant hereto agrees that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the State courts located in the County of Fulton, State of Georgia. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this paragraph. Applicant hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulates that the courts located in the County of Fulton, State of Georgia shall have in personam jurisdiction and venue over each of them for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to this Agreement.
7. If Applicant ceases doing business with Halperns' for any reason, Applicant will immediately purchase from Halperns' all remaining proprietary/special order items in Halperns' inventory.
8. Applicant expressly agrees that Halperns' shall not be responsible for any product nonconformity as to quantity, quality, or price, unless noted on the original delivery receipt at the time of delivery or unless Halperns' is notified in writing of any such nonconformity within three(3) days of delivery, by certified mail return receipt requested.
9. Except as to quantity of goods ordered, no terms and conditions set forth in any purchase order or other form of Applicant will apply to sales by Halperns' to Applicant. The approximate initial amount of credit that Applicant requires per month shall not be binding upon Halperns', nor shall Halperns' incur liability by granting, reducing, increasing or refusing such amount. Applicant hereby certifies that the information furnished under this Application and any other financial statements furnished in connection herewith, is true and correct and that this information is being furnished to Halperns' for the purpose of inducing Halperns' to extend credit to Applicant, and understands that Halperns' intends to rely upon such information. Applicant understands and agrees to be bound by the above terms and all invoices and other documents furnished by Halperns' from time to time, all of which are incorporated herein by reference, and to advise Halperns' of any material change in the information provided herein, including but not limited to, change of ownership, address or telephone number. Applicant understands that Halperns' will retain this Application whether or not it is approved.

APPLICANT BY:

Signature

Printed Name

Date

INDIVIDUAL PERSONAL GUARANTEE

The provisions of the Terms and Conditions set forth above are incorporated in this Guarantee by reference. The undersigned ("Guarantor" _____) , having a financial interest in Applicant and benefiting from the transactions contemplated by the Application, hereby personally guarantees the payment by Applicant to Halperns' of all amount due and owing now and from time to time hereinafter from Applicant to Halperns' ("the Liabilities"). Guarantor expressly waives notice from Halperns' of its acceptance and reliance on this Guarantee, notice of sales made to Applicant, and notice of default by Applicant. The obligations of Guarantor hereunder shall not be affected, excused, modified or impaired upon the happening from time to time of any event. No set-off, counterclaim or reduction of any obligation, or any defense of any kind or nature which Guarantor has or may have against Applicant or Halperns' shall be available hereunder to Guarantor against Halperns'. In the event of a default by Applicant on its obligations to Halperns', Halperns' may proceed directly to enforce its rights hereunder and shall have the right to proceed first against Guarantor, without proceeding with or exhausting any other remedies. Guarantor, in consideration of Halperns' extending financial accommodation to Applicant hereby waives and relinquishes ay rights of indemnification, contribution, reimbursement or exoneration which may be asserted against Applicant if Guarantor performs his or her obligations under this Guarantee and Guarantor understands the benefit of such rights. Guarantor agrees to pay all fees, costs and expenses, including reasonable attorneys' fees, costs and expenses, which may be incurred by Halperns in enforcing this Guarantee or protecting its rights following any default on the part of Guarantor. This Guarantee shall be binding upon Guarantor and Guarantor's representatives, heirs, successors and assigns and shall inure to the benefit of Halperns' and may be assigned by Halperns' without notice to Guarantor. This Guarantee shall be governed by ad interpreted under the laws of the state of Georgia, Guarantor and Halperns' irrevocably agree, and hereby consent and submit to the non-exclusive jurisdiction of the state of Georgia with regard to any actions or proceedings arising from, relating to or in connection with the Liabilities and this Guarantee. If executed by more than one, the obligations of Guarantor shall be joint and several and all references to the singular shall be deemed in the plural.

Signature - #1 (No Stamped Signatures)

Signature - #2 (No Stamped Signatures)

Printed Name #1

Printed Name #2

Social Security #1

Social Security #2

Drivers License #1

Drivers License #2

Witness Signature

Date

Witness Signature

Date

AUTHORIZATION FOR CREDIT REPORT

The undersigned is executing this Authorization for Credit Report individually for the purpose of authorizing Halperns' to obtain a consumer credit report from time to time on the undersigned individual(s) through credit and consumer reporting agencies or other sources, in order to further evaluate the creditworthiness of such individual in connection with the credit evaluation process and the proposed extension of business credit to the Applicant. The undersigned, as an individual, hereby knowingly consents to the use of such credit report in accordance with the federal fair credit reporting act as contained in 15 U.S.C.1681, et seq., as amended from time to time.

Signature # 1 (No Stamped Signatures)

Printed Name #1

Date

Signature #2 (No Stamped Signatures)

Printed Name #2

Date

BLANKET SALES TAX RESALE (EXEMPTION) CERTIFICATE

Purchaser hereby certifies to:
Halperns' Purveyors of Steak and Seafood
4685 Welcome All Road Atlanta, Georgia 30349

That Name of Company _____

Account # _____

1. Purchaser holds valid registration – Permit # _____

2. The tangible property purchased on each order we shall give, unless such order shall otherwise specify that until this notice is revoked by us in writing is:

- For resale reported on sales tax filings as sales of tangible personal property
- Exempt because we are tax exempt institution (copy of exemption letter attached)
- Exempt for other reasons.

3. The undersigned purchaser further certifies that he or she will assume liability for payment of tax if he or she uses or consumer the property herein purchased in such a manner as to render the sales subject to tax.

Regulations provided that certificate must have registration number, address and signature in order to be effective by:

By:

Title:

Date: