



95 Haverhill Road  
P.O. Box 897  
Amesbury, MA 01913

TEL: 978-388-6776  
FAX: 978-388-6617

### NEW ACCOUNT FORM / APPLICATION FOR CREDIT

(Required to be completed and signed before credit extended)

DATE: \_\_\_\_\_

COMPANY NAME:(LEGAL LICENSED NAME) \_\_\_\_\_

DOING BUSINESS AS (DBA): \_\_\_\_\_

STREET \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

TELEPHONE NO: \_\_\_\_\_ CELL NO: \_\_\_\_\_ FAX NO: \_\_\_\_\_

FEDERAL I.D. NO: \_\_\_\_\_ TAX EXEMPT NO: \_\_\_\_\_ Attach Certificate

E-MAIL ADDRESS \_\_\_\_\_

E-MAIL ADDRESS FOR FOOD SHOW INVITATION/REBATES/PROMOTIONS \_\_\_\_\_

BILLING ADDRESS: \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

BILLING CONTACT: \_\_\_\_\_ TELEPHONE NO: \_\_\_\_\_

**Check Applicable:**  CORPORATION  PARTNERSHIP  PROPRIETORSHIP  LLC

#### Officers of Corporation or Owner(s) of business:

NAME & TITLE: \_\_\_\_\_ NAME & TITLE: \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_ HOME ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_ CITY, STATE, ZIP: \_\_\_\_\_

SOCIAL SECURITY NO: \_\_\_\_\_ SOCIAL SECURITY NO: \_\_\_\_\_

HOME PHONE NO: \_\_\_\_\_ CELL NO: \_\_\_\_\_ HOME PHONE NO: \_\_\_\_\_ CELL NO: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

DATE BUSINESS STARTED: \_\_\_\_\_ TYPE OF BUSINESS: \_\_\_\_\_

IF SEASONAL, MONTHS OF OPERATION: \_\_\_\_\_

PROPERTY:  OWNED  LEASED LANDLORD/MORTGAGOR: \_\_\_\_\_

IF LESS THAN 3 YEARS, LIST PRIOR BUSINESS: \_\_\_\_\_

#### Bank Reference:

BANK NAME: \_\_\_\_\_ BRANCH: \_\_\_\_\_

ACCOUNT NO: \_\_\_\_\_ TELEPHONE NO: \_\_\_\_\_

#### Trade References:

1. NAME: \_\_\_\_\_ ACCT. # \_\_\_\_\_ TELEPHONE NO: \_\_\_\_\_

2. NAME: \_\_\_\_\_ ACCT. # \_\_\_\_\_ TELEPHONE NO: \_\_\_\_\_

3. NAME: \_\_\_\_\_ ACCT. # \_\_\_\_\_ TELEPHONE NO: \_\_\_\_\_

#### Important To Complete To Assist Deliveries

(MINIMUM WINDOW IS 3 HOURS)

Days Available for Delivery: Mon, Tues, Wed, Thur, Fri

Time Window #1 From: \_\_\_\_\_ To: \_\_\_\_\_

Open Time \_\_\_\_\_ (ex. 08:00)

Time Window #2 From: \_\_\_\_\_ To: \_\_\_\_\_

Close Time \_\_\_\_\_ (ex. 22:00)

Type of Delivery: Dock Delivery \_\_\_\_\_ Upstairs \_\_\_\_\_

Ground Level \_\_\_\_\_ Downstairs \_\_\_\_\_

Additional Deliveries Information: \_\_\_\_\_

## STATEMENT OF TERMS AND AGREEMENT

By signing this credit application/agreement the undersigned warrants, represents and agrees as follows:

1. I/We have read and understand this Statement of Terms. The information provided on this application is true and accurate. It has been furnished with the understanding that it is to be used to determine the amount and conditions of the credit to be extended. I/We agree to promptly notify you of any change in the information provided on this application.
2. To pay all invoices according to the terms stated therein.
3. To pay interest of 1.5% per month or 18% per year or the maximum rate allowed by law whichever is less on balances not paid within 60 days of invoice date.
4. That Shaheen Bros., Inc. reserves the right to require payment prior to the time of delivery, if, in its sole opinion, financial conditions or other circumstances do not warrant delivery on the terms originally specified in this contract. I/We agree that Shaheen Bros., Inc. has the right at any time to revoke any credit extended due to the applicant's failure to pay for goods when due or for any reason deemed good and sufficient by it. In such event, all subsequent orders shall be paid for on delivery.
5. To be responsible for all attorneys' fees costs or collection agency fees incurred in the collection of any debt owed to Shaheen Bros., Inc by the undersigned.
6. To pay a reasonable service fee for any checks returned to Shaheen Bros., Inc. unpaid or marked "NSF".
7. This agreement shall be governed by and shall be construed according to the laws of the Commonwealth of Massachusetts. Except with respect to collection of indebtedness owed by Applicant to Shaheen Bros., Inc. which is addressed herein below all other disputes under this agreement shall be submitted to binding arbitration with Pre-Trial Solutions, Inc. of Boston, MA.(or comparable ADR firm chosen by Shaheen Bros., Inc.) All actions to collect indebtedness owed by the Applicant to Shaheen Bros., Inc. shall be brought in Essex County Massachusetts. The applicant hereby consents to personal service and venue, and exclusive jurisdiction, of federal and state courts sitting in the Commonwealth of Massachusetts. The Applicant also hereby waives any right to a jury trial.
8. I/We agree that this contract may not be changed or terminated orally, and no change, termination or waiver of any of its provisions shall be valid unless in writing and signed by the party against whom such claimed change, termination or waiver is sought to be enforced. No agent, employee, or representative of Shaheen Bros., Inc. has any authority to bind it to any modification of this agreement unless authorized in writing by and officer of Shaheen Bros., Inc.
9. This contract is not binding on Shaheen Bros., Inc. until signed by an officer an authorized representative of Shaheen Bros., Inc.
10. I grant permission to Shaheen Bros., Inc. to verify the information submitted herein from credit reporting companies and other sources. I hereby authorize the financial institutions listed in this credit application to release necessary information to Shaheen Bros. Inc. in order to verify the information contained herein.

Date: \_\_\_\_\_ Applicants Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_ Applicants Signature: \_\_\_\_\_

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

FOR DSR USE ONLY	FOR OFFICE USE ONLY
Sales Rep # _____	Approved by: _____
Date Submitted: _____	Date: _____
Terms Requested: _____	Terms: _____
	Credit Limit: _____
	CM #11: ____ CM #16: ____ CM #17: ____

**PERSONAL GUARANTEE**

To induce Shaheen Bros., Inc. to sell merchandise and extend credit to the above named applicant(s), I hereby personally and unconditionally guarantee the payment of any and all indebtedness which may, from this date forward or any time thereafter, be owed to Shaheen Bros., Inc. by the said applicant(s).

In return for the above stated consideration, I acknowledge that this personal guarantee is binding upon me as an individual and I do sign this as an individual and not in any representative capacity. If there be more than one guarantor executing this Guaranty, their obligations hereunder shall be joint and several.

I agree that all prior notice of default and demand for payment is hereby waived.

This guarantee shall continue in full force and effect until such time as I give you written notice, by certified mail, of my revocation of this guarantee. I agree that revocation of this guarantee cannot be made verbally to anyone whether or not authorized by Shaheen Bros., Inc. I also agree that any notice of revocation shall be ineffective as to any existing indebtedness or as to any transaction undertaken by you in reliance upon this guarantee. I also agree that I cannot assign or transfer any obligation guaranteed by this guarantee.

In addition to the amount of any indebtedness owed to you by the applicant(s), I agree to be personally responsible for all reasonable attorneys' fees, court costs and/or collection agency fees incurred in enforcing this guarantee.

All actions to enforce this guarantee shall be brought in Essex County Massachusetts. The applicant hereby consents to personal service and venue, and exclusive jurisdiction, of federal and state courts sitting in the Commonwealth of Massachusetts. The Applicant also hereby waives any right to a jury trial.

DATE: \_\_\_\_\_ APPLICANT'S SIGNATURE: \_\_\_\_\_

PRINTED NAME ABOVE: \_\_\_\_\_

DATE: \_\_\_\_\_ APPLICANT'S SIGNATURE: \_\_\_\_\_

PRINTED NAME ABOVE: \_\_\_\_\_

WITNESS: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

DATE: \_\_\_\_\_



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