

Merrick Tackle Center Inc.

NEW ACCOUNT FORM & CREDIT APPLICATION

For U.S.A. Accounts Only

This application must be filled out completely in order to open an account.

PART I

Please complete the following and return by mail or fax.

Date: \_\_\_\_\_

Credit applications are not processed until an order is placed.

You may submit your order with this application to open your account.

Please check one:

1. Applicant is a: [ ] corporation [ ] partnership [ ] sole proprietorship

a. If a corporation, it is incorporated in the State

of \_\_\_\_\_

b. If a corporation, the name of the President

is \_\_\_\_\_

c. If a partnership or sole proprietorship the owner(s)

must complete the following:

Table with 3 columns: Name(s), Home Address, Social Security Number

2. Applicant operates under the trade name(s) of: \_\_\_\_\_

3. The firm operates at the following location(s):

Table with 4 columns: Address, Phone Number, Cell Number, Fax Number

4. Mailing address if different from shipping address: \_\_\_\_\_

Email: \_\_\_\_\_

Website: \_\_\_\_\_ What percentage of your business is internet? \_\_\_\_\_% mail order? \_\_\_\_\_%

5. The main office is located at: \_\_\_\_\_

6. Date the firm began business: \_\_\_\_\_

7. Business bank name and location:

Name of your Bank: \_\_\_\_\_ Account # \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

Person to Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

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8. Individuals who have authority to sign checks and or place orders:

\_\_\_\_\_

**How do you wish to pay for your orders? Please check the appropriate box(es):**

- Visa or Mastercard       Cash C.O.D. (cashiers check or money order only)  
 C.O.D. with company or personal check       Open terms

If you are applying for C.O.D. check or open terms you must fill out PART II of this application. In the case of a partnership or sole proprietorship a social security number must be listed above in PART I. If you are paying with a charge card, please fill out PART III on this application.

\_\_\_\_\_

**Terms**

In consideration of Merrick Tackle Center, Inc. extending credit to the Applicant, the Applicant agrees to pay for all items delivered or services rendered to or, at the request of, the Applicant, in accordance with the terms of each invoice. Applicant agrees that each of the terms and conditions of sale stated on the invoices shall be a term of the contract of each sale from Merrick Tackle to the Applicant.

Applicant acknowledges that a monthly service charge of the highest amount legally allowed in the state shall be made on all sums due Merrick Tackle which have not been paid within the terms as stated on the invoice, and Applicant agrees to promptly pay said service charge. An additional service charge, computed on the same basis, will be due and payable every thirty (30) days thereafter. Waiver of any one or more service charges shall not be deemed a waiver of future service charges.

Applicant further agrees that with the regards to such service charges, Applicant and Merrick Tackle are parties to a written commercial contract. Should it become necessary to place the account with a collection agency or attorney, the Applicant agrees to pay all collection costs and attorney fees in addition to al other sums due. Applicant authorizes Merrick Tackle Center, Inc. to obtain credit and financial information concerning the Applicant at any time and from any source. The undersigned warrants that the above agreement has been carefully read and that Applicant understands completely. Applicant also warrants that all information provided is true and correct.

\_\_\_\_\_  
Print Name of Applicant Title

\_\_\_\_\_  
Signature of Applicant Date

\_\_\_\_\_

**Personal Guarantee**

Many privately held companies/corporations may want to exercise the opportunity for additional credit considerations by authorizing a personal guarantee. In consideration of the extension of credit by the Seller herein to Buyer herein, the undersigned does jointly and severally personally guaranty to pay and be responsible for payment of all sums, balances and accounts due Seller by Buyer, for goods shipped against orders, including collection charges and/or attorneys' fees.

This shall be an open and continuing guaranty and shall continue in force notwithstanding any change in the form of such indebtedness or renewals or extensions granted by Seller without obtaining any consent thereto, and until expressly revoked by written notice from me/us to Seller. Any such revocation shall not in any manner affect my/our liability as to any indebtedness existing prior thereto. I/we do hereby waive notice of the acceptance of this agreement, notice of default or non payment and waive action required by any statute, against the Buyer. No delay on Seller's part in exercising any right hereunder, or take any action to collect or enforce payment of any obligation hereby guarantee, either as against the Buyer or any other person primarily or secondarily liable with the Buyer, shall operate as a waiver of any such right or in any manner prejudice Seller's right against me/us. I/we agree that in the event of any default at any time by said Buyer, Seller shall be entitled to look to me/us immediately for full payment without prior demand or notice.

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

Signed \_\_\_\_\_

**PART II**

Please complete the following if you would like to pay C.O.D. (company or personal check) or open terms.

The following three **business creditors** currently grant your company the highest line of credit or accept C.O.D. checks. Please, no banks, credit unions, friends, family, utility companies or charge card companies.

Company:

\_\_\_\_\_  
\_\_\_\_\_

Company:

\_\_\_\_\_  
\_\_\_\_\_

Company:

\_\_\_\_\_  
\_\_\_\_\_

Phone Number:

\_\_\_\_\_

Phone Number:

\_\_\_\_\_

Phone Number:

\_\_\_\_\_

Fax Number (important):

\_\_\_\_\_

Fax Number (important):

\_\_\_\_\_

Fax Number (important):

\_\_\_\_\_

Estimated current worth of the firm: \$\_\_\_\_\_. I/We warrant that the firm is solvent. I/We warrant that no owner (if a partnership or proprietorship) and no officer (if a corporation) has been the subject of a personal bankruptcy in the last ten years and that the firm is not currently in any bankruptcy. It is agreed that a service charge of 1 1/2% per month may be charged on all delinquencies or the highest rate permitted by prevailing state law, whichever is lower.

Permission is hereby granted to discuss our account with the creditors listed above. It is understood that company policy of the supplier requires that an update of this application will be provided upon request every 12 months by the applicant firm.

\_\_\_\_\_  
(Name of Applicant Firm)

\_\_\_\_\_  
(Signature of authorized agent)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

I warrant that the foregoing information is true and correct and realize it will be relied upon in the granting of future credit.

\_\_\_\_\_, Individually  
(Signature)

**PART III**

**CHARGE CARD PAYMENTS:**

Please see policy pages concerning discounts. Signature of card holder is held on file as authorization.

Check one:  CHARGE CARD VISA     Mastercard

**Charge Card No:** \_\_\_\_\_ **Expiration date:** \_\_\_\_\_

Issuing Bank \_\_\_\_\_

Name as shown on card (please print) \_\_\_\_\_

**Signature of card holder:** \_\_\_\_\_

Please notify us in writing if you ever wish to change any of the above.