



Out of the Blue Wholesale



Please fill out, print & sign, and send it back:
Email: info@OOTBseafood.com
Fax: 917 423-0455
or simply take a picture of each
page and text or email it back.

DELIVERS SEAFOOD 7 DAYS A WEEK
YOU CAN ORDER BY
CALLING OR TEXTING: 646-600-6682
E-MAILING: ORDER@OOTBSEAFOOD.COM

Credit Application

Bill To:
Business Name: _____
Trade Name: _____
Address: _____
City: _____
State: Zip: _____
Phone: Fax: _____
Email: _____
Restaurant Group Name: _____

Ship To:
Business Name: _____
Trade Name: _____
Address: _____
City: _____
State: Zip: _____
Phone: Fax: _____
Email: _____

Company Information

Business Structure: Proprietorship Partnership Corporation Limited Liability Company
Federal ID Number: _____ PACA License Number: _____
Building Facility: Owned Leased Length of time in business _____
Mortgage Holder/Landlord Name & Address: _____
Equipment: Owned Leased Restaurant Seating Capacity _____
Lessor Name & Address: _____

Information for all Corporate Officers, Partners, and Individuals

Name and Title: _____ Name and Title: _____
Home Address: _____ Home Address: _____
City, State, Zip: _____ City, State, Zip: _____
Home Phone #: _____ Home Phone #: _____

Bank Information

Bank Name: _____ Bank Officer: _____
Address: _____ Phone: _____
Checking Account #: _____ E-Mail: _____

Management Information

Name of Accounts Payable: _____ Phone: _____ Email: _____
Name of Authorized Buyer: _____ Phone: _____ Email: _____
Name of Chef: _____ Phone: _____ Email: _____

*See Page 2 for additional terms, please initial: _____



Trade References

1. Company: _____ Contact: _____
Address: _____
Customer #: _____ Phone #: _____ Fax #: _____
2. Company: _____ Contact: _____
Address: _____
Customer #: _____ Phone #: _____ Fax #: _____
3. Company: _____ Contact: _____
Address: _____
Customer #: _____ Phone #: _____ Fax #: _____

Application Agreement

The undersigned represents that he/she is authorized to execute this application on behalf of the applicant and that all the information contained in this application is true. The undersigned authorizes **OUT OF THE BLUE WHOLESALE** to make credit inquires and obtain whatever credit information is deemed necessary to extend credit hereunder and authorizes any credit reference and any credit bureau or reporting service to release information to **OUT OF THE 13UUEWHOLESAIE** Upon approval of this application, **OUT OF THE BLUE WHOLESALE** in its sole discretion, and notwithstanding any request of applicant, shall have the right to determine applicant's credit privileges under this application at any time with or without prior notice to applicant, except as otherwise provided by law. The applicant understands that all purchases are subject to the following terms and conditions:

1. All invoices are due and payable upon delivery of the goods. Any and all invoices outstanding are subject to interest at the rate of 1.5% per month.
2. In the event of any dispute hereunder or for collection of any account, applicant hereby consents to jurisdiction and venue in the courts of YOUR COUNTY, YOUR STATE, and applicant hereby waives any and all rights to a jury trial in the event of litigation.
3. hi the event that the account becomes delinquent, the applicant agrees to pay **OUT OF THE BLUE WHOLESALE** costs of collection, including without limitation, all pre-and post-judgment attorney's fees. It shall be deemed that reasonable attorney fees are calculated at the rate of thirtythree (33%) of the outstanding balance due on the account.
4. Applicant also agrees to pay a fee of \$35.00 or 5% (whichever is greater) per occurrence for returned checks or ACH's that are dishonored for any reason.
5. All Goods delivered by **OUT OF THE BLUE WHOLESALE**, in reliance on this credit application, shall be deemed authorized by the purchaser thereof if delivered to the address on the first page of this application. The applicant waives any right or claim of improper delivery if the goods delivered are not rejected upon delivery. Any claim pertaining to goods that have been accepted must be submitted to **OUT OF THE BLUE WHOLESALE** in writing within 24 hours of delivery.
6. For purpose of this agreement, use of electronic medium for signatures shall have the same force and effect as an original signature.
7. This credit application shall be binding on applicant's successors and assignees, as well as any personal guarantors.

CONDITIONS OF SALE

A monthly charge of 1 V2.% (18% per year) will be applied to all invoices over 30 days old. The purchaser agrees to pay all costs of collection including a reasonable attorney's fee in the event invoices are placed with an attorney for collection whether a suit is brought or not. Purchaser shall pay seller bank fee for all returned checks by bank. Purchaser herein consents to the entry of Confession of Judgment on failure to make payment within reasonable terms as defined by Out Of The Blue Wholesale. The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the perishable agricultural act. 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities. All inventories of food and other products delivered from commodities and any receivables or proceeds from the sale of these commodities until full payment is received. To secure the full and timely payment by Applicant to Seller of all existing and hereafter arising amounts due Seller, applicant hereby grants to Seller a priority (purchase money) security interest and lien in and to all goods, inventory, equipment and fixtures sold to Applicant to Seller from time to time, and separate security interest in all other assets of Applicant, including. Without limitation, all of Applicant's now existing or owned hereafter arising or acquired accounts;(b) good for sale, lease or other disposition which have given rise to Accounts and have been returned to or repossessed or stopped in transit by Applicant; and (c) goods, including, without limitation, inventory, equipment, fixtures and vehicles. Applicant hereby authorizes Seller to file and perfect any and all statutory lien rights and any rights under indemnity or performance bonds at any time regardless of whether payment is due to Seller under Seller's payment terms with Application. Applicant hereby authorizes Seller to prepare and file any Uniform Commercial Code ("UCC") financing statements, amendments to UCC financing statements and any other filings or recordings in all jurisdictions where Seller determines appropriate without Applicant's signature, and authorizes Seller to describe the collateral in such financing statements in any manner as Seller determines appropriate.

Company's Name: _____
Authorized Agent's Signature: _____
Printed Name: _____ Title: _____ Date: _____