

# Credit Application & Agreement



**The Happy Huckster Co.**  
**1111 E. Ashland Avenue**  
**Folcroft, PA 19032**  
 215.336.1466  
 FAX: 215.336.1467

**INSTRUCTIONS:** Fill out this application to the best of your ability. If you have a separate sheet providing any of the below information, please write "see attached" in the applicable places. E-mails verifying any facts provided between you and FarmArt as well as info sheets may be attached as addendums to this agreement. A personal guarantee may be required.

**BUSINESS INFORMATION**

Corporate/ Trade Name \_\_\_\_\_ Date of Inc \_\_\_\_\_ State of Inc \_\_\_\_\_ FEIN # \_\_\_\_\_  
 Type of Business:  Corporation  Partnership  LLC  Sole Proprietorship  Other \_\_\_\_\_  
 Fictitious Name of Business \_\_\_\_\_ State & County of Fictitious Name Registration \_\_\_\_\_  
 Business Address \_\_\_\_\_ Billing Address if Different \_\_\_\_\_

Length of Time at Address \_\_\_\_\_ Business Telephone # \_\_\_\_\_ Business Fax # \_\_\_\_\_  
 A/P Contact Name \_\_\_\_\_ A/P Telephone # \_\_\_\_\_ A/P E-mail \_\_\_\_\_  
 Liquor License # \_\_\_\_\_ Do you have an existing FarmArt Account? Y/N If so, what is your account #? \_\_\_\_\_

WEEKLY SALES ESTIMATES:	REQUESTED TERMS:	DELIVERY HOUR AVAILABILITY:
Fruit: \$ .00		M-F: to SAT: to <i>List special instructions on back</i>
Vegetables: \$ .00	CHEF NAME & #:	
Other Products: \$ .00	SOUS CHEF NAME & #:	

**CORPORATE OFFICERS / PERSONAL GUARANTORS:**

NAME, TITLE, ADDRESS, TELEPHONE #, E-MAIL, SSN

- |    |  |        |
|----|--|--------|
| 1. |  | PG Y/N |
| 2. |  | PG Y/N |

**CREDIT REFERENCES**

**TRADE REFERENCES:**

NAME ADDRESS TELEPHONE # LENTGH OF BUSINESS RELATIONSHIP

- |    |  |
|----|--|
| 1. |  |
| 2. |  |
| 3. |  |

**BANK REFERENCE:**

BANK ADDRESS TELEPHONE # ACCOUNT # YEARS OPEN

- |    |  |
|----|--|
| 1. |  |
|----|--|

**The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.**

**Terms and Conditions**

All deliveries are on a C.O.D. basis until credit application has been processed and approved. The Happy Huckster Corp. DBA FarmArt may establish a credit limit for Buyer's account. Buyer agrees that The Happy Huckster Corp. DBA FarmArt in its sole discretion may increase, decrease or terminate credit at any time. The Buyer hereby agrees that all amounts due for goods and services purchased from The Happy Huckster Corp. DBA FarmArt are payable at 1111 E. Ashland Ave, Folcroft, PA 19032. The Buyer agrees to notify The Happy Huckster Corp. DBA FarmArt by certified mail of any pending change of ownership of the Buyer and further agrees to be liable for all purchases should the Buyer fail to comply with said notification. The Buyer hereby acknowledges that the goods and/or services purchased from The Happy Huckster Corp. DBA FarmArt are not payable in installments, but are payable in full as stated herein. The Happy Huckster Corp. DBA FarmArt reserves the right to offset receivables with payables at our discretion. The Buyer agrees that all amounts due The Happy Huckster Corp. DBA FarmArt are payable within agreed upon terms; but not exceed 30 days unless authorized in writing. If any amount due to The Happy Huckster Corp. DBA FarmArt is not paid within this period, a delinquency charge of 1.5% per month (18% on an annual basis) shall be added to the sum due. The Buyer agrees to pay, in the event the account becomes delinquent and is turned over to an attorney for collection, reasonable attorney's fees whether or not the suit is instituted, plus all attendant collection costs. The Buyer hereby agrees and consents to the exclusive jurisdiction of the county of Delaware, Pennsylvania, relative to any claims arising out of or relative to this agreement.

**Acceptance and Approval**

By signing this agreement, I accept the terms and conditions as stated above. If a personal guarantor(s) is required, each Personal Guarantor listed above hereby personally guarantees payment to The Happy Huckster Corp., d/b/a FarmArt Produce, located at 1111 E. Ashland Ave., Folcroft, PA 19032 of any obligation of the Company and hereby agrees to bind themselves to pay The Happy Huckster Corp. DBA FarmArt on demand any sum which may become due by the Company whenever the Company shall fail to pay the same. It is understood that this guaranty shall be a continuing and irrevocable guaranty and indemnity for such indebtedness of the Company. I understand that any omissions made to the language of the contract must be duly authorized by a representative of The Happy Huckster Corp. DBA FarmArt. I am authorized by the Buyer to enter into a financial contract with The Happy Huckster Corp. DBA FarmArt. I authorize The Happy Huckster Corp. DBA FarmArt to make inquiries into the banking and business/trade references listed above pertaining the credit and financial responsibility of the Buyer. I agree that a facsimile of this Agreement shall be deemed to be, and utilized in all respects as, an original, wet-inked manually executed document.

\_\_\_\_\_  
 Authorized Signature(s)

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Print Name(s)

\_\_\_\_\_  
 Title

**\*\*\* PLEASE MAIL THE ORIGINAL COPY OF THE APPLICATION TO FARMART AT THE STATED ADDRESS ABOVE. THANK YOU. \*\*\***