



ACCOUNT APPLICATION AND SALES AGREEMENT

This Account Application and Sales Agreement (the "Agreement") is between _____
[insert customer name] (hereinafter "Customer") and Southern Hobby Supply, Inc.; Southern Hobby St. Louis, Inc.; Southern Hobby Supply Chicago, Inc.; or Southern Hobby Supply New York, Inc.

Hereinafter, the above designated Southern Hobby companies will be referred to as "SHS." This Agreement is effective as of the date of customer's signature below.

Requested Method of Payment (check one)

Credit Card Check Cash COD Company Check COD Money Order

Company Information (*Required)

*Company Name _____

*Street Address _____ City, State, Zip _____

*Phone _____ Fax _____ E-mail _____

*Management/Contact Name _____

*Resale Tax ID# _____

*Has Company ever filed a bankruptcy petition or case? Yes No

*Corporation Sole Proprietorship Partnership LLC

Date Company started business? _____ How long at the above address? _____

Owner Information (*Required)

*Owner's Full Name _____ Owner's Full Name _____

*Have you ever filed a bankruptcy petition or case?
Yes No

*Have you ever filed a bankruptcy petition or case?
Yes No

*Street Address _____ Street Address _____

*City, State, Zip _____ City, State, Zip _____

*Home Phone _____ Home Phone _____

*SS# _____ SS# _____

*Driver's Lic.# _____ State _____ Driver's Lic.# _____ State _____

1. **Terms of Payment:** Customer must pay for all goods on delivery in United States currency by: (1) cash; (2) cashier's check; (3) money order; (4) credit card; or (5) company check, if given prior approval by SHS to pay by company check.
2. **Title to Goods:** Title and ownership to all goods delivered to Customer by SHS shall remain with SHS until the amounts due to SHS for such goods are paid in full. SHS does not sell or provide goods on a speculative basis. Customer's obligation to pay SHS for goods is not contingent, in any way, on Customer's inability to sell such goods or on a drop in the market or retail value of such goods. The parties have not created and do not intend to create, by entering into this Agreement, any joint venture, partnership, or principal-agency relationship.
3. **Condition of Goods and Notice of Defects:** Customer shall notify SHS, in writing, of any defects, shortages or non-conformities with any goods or services delivered or provided to Customer upon delivery of the goods or services. In no event shall SHS be responsible for any defects, non-conformities or shortages with respect to which Customer has not provided written notice of to SHS within five (5) days of the delivery of the goods. Customer waives all claims arising out of or related to any defects, non-conformities or shortages of which it has not notified SHS as set forth above.
4. **EXCLUSION OF WARRANTIES: ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED. THERE ARE NO WARRANTIES MADE AS TO THE MERCHANTABILITY OF GOODS DELIVERED OR SOLD OR AS TO THE FITNESS FOR A PARTICULAR PURPOSE OF GOODS DELIVERED OR SOLD. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, MADE WITH RESPECT TO ANY GOODS DELIVERED OR SOLD TO CUSTOMER OTHER THAN THE WARRANTIES, IF ANY, SET FORTH IN THIS AGREEMENT. IN NO EVENT SHALL SHS BE LIABLE OR RESPONSIBLE FOR ANY CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS.**
5. **Service Charges:** Customer agrees to pay a service charge of 1.5% per month or the maximum rate allowed by Tennessee law, or by the law of any other state which is applicable because of the location of Customer, whichever is greater, on any unpaid and overdue amounts due to SHS.
6. **Jurisdiction and Venue:** Customer agrees that this Agreement shall be construed and governed by Tennessee law, and that any dispute between Customer and SHS shall be governed by Tennessee law. Customer agrees that any legal action or proceeding arising out of or related to this Agreement or to the relationship or business dealings of Customer and SHS shall be brought only in a court located in Davidson County, Tennessee, and Customer consents to jurisdiction, both personal and subject matter, and to venue, in Davidson County, Tennessee.
7. **Attorneys' Fees and Expenses:** Customer agrees to pay all attorneys' fees and expenses incurred by SHS in the event of a breach of this Agreement by Customer or the failure of Customer to pay SHS.
8. **Entire Agreement:** This Agreement contains the entire agreement and understanding of the parties. In executing this Agreement, Customer is not relying upon any statements made by SHS, its employees, agents or officers that are not contained in this Agreement. No statements, written or oral, may supplement, modify or vary this Agreement unless signed by an officer of SHS. No amendments or modifications to this Agreement shall be relied upon by Customer or have any effect whatsoever unless the same are in writing and signed by an officer of SHS.
9. **Waiver:** Waiver of SHS of a breach of this Agreement shall not constitute waiver of any other breach. No waiver of the terms of this Agreement shall be effective unless the same is in writing and signed by an officer of SHS.

10. **Application of this Agreement to All Future Transactions and Sales:** The terms of this Agreement shall apply to all future deliveries, transactions, and sales between Customer and SHS without the necessity of the execution by the parties of additional agreements and without the necessity of SHS obtaining additional consents or agreements of Customer.
11. **Authority of Signatory:** The individual or individuals signing this Agreement represent that they have the full authority to do so and agree to be personally bound by this Agreement, and all of its terms, and to be personally liable for all amounts due pursuant to this Agreement if such authority is lacking.
12. **Authorization:** Customer/Applicant authorizes SHS to obtain written or oral credit reports from any credit-reporting agency. Customer/Applicant authorizes any bank or business with which the Applicant has current or inactive experience to give any and all necessary information to SHS which will assist in the credit investigation. Customer/Applicant also agrees and gives permission to SHS to obtain a personal consumer credit report, if SHS believes the same is warranted. Guarantor(s) agree to all of the above terms and conditions individually. A copy of this authorization shall be as valid as the original.

Customer has read and reviewed all of the above terms and conditions and agrees to the same. Customer certifies that all of the information provided herein is true and complete.

SIGNATURE OF CUSTOMER: _____ **DATE:** _____

PRINT NAME: _____

PRINT TITLE OR POSITION: _____

PERSONAL GUARANTEE

The undersigned(s), personally and unconditionally guarantee the payment of any amounts owed to SHS by Customer, and agree to be personally liable for all amounts, including interest, attorneys' fees and expenses, due by Customer pursuant to the terms of this Agreement. The undersigned(s) agree(s) to be bound by all of the terms and conditions of this Agreement to the same extent as Customer including, but not limited to, the provisions of paragraph six (6) above relating to personal jurisdiction and venue. This guarantee is absolute, unconditional and continuing, and no notice of indebtedness or the extensions of credit needs to be given to me. This personal guarantee may only be revoked by written notice. I understand that I am still liable for all amounts incurred by customer prior to the receipt by SHS of my revocation of this guarantee.

_____ Date: _____
Signature of Guarantor

_____ Date: _____
Guarantor's Printed Name and Residential Address

_____ Date: _____
Signature of Guarantor

_____ Date: _____
Guarantor's Printed Name and Residential Address