



APPLICATION FOR ACCOUNT
CAPITAL CANDY COMPANY, INC.
 32 BURNHAM STREET, BARRE, VT 05641
 PHONE: 1-800-639-2224 FAX: 802-476-6929
WWW.CAPITALCANDY.COM

DATE: _____

ACCOUNT NAME: _____ STORE NUMBER: _____

STREET ADDRESS: _____ CITY: _____ STATE: _____

ZIP: _____ HOME PHONE: _____ STORE PHONE: _____

FAX: _____ CELL: _____ E-MAIL: _____

(CHECK ONE)

_____ CORPORATION LEGAL NAME OF COMPANY _____ STATE OF INCORPORATION _____

_____ PARTNERSHIP

_____ PROPRIETORSHIP TRADE NAMES _____

_____ GOV/SCHOOL

_____ NON PROFIT OFFICE ADDRESS _____ YEARS IN BUSINESS _____

_____ LLC

_____ OTHER CITY _____ STATE _____ ZIP _____

STATE TAX ID # _____ FEDERAL EIN # _____

DATE BUSINESS COMMENCED _____ Business Premises: Owned _____ Leased _____ Years at location _____

TYPE OF BUSINESS _____

LANDLORD NAME _____ ADDRESS _____

CITY _____ STATE _____ ZIP _____ PHONE _____

ALL OWNERS PRINCIPALS/MEMBERS (USE ADDITIONAL SHEET OF PAPER IF NEEDED)

OWNERS NAME _____ SOCIAL SECURITY # _____

HOME ADDRESS _____ CITY _____ STATE _____

MARITAL STATUS: MARRIED/SINGLE SPOUSES NAME: _____ SOCIAL SECURITY # _____

YEARS@ADDRESS _____ HAVE YOU EVER FILED BANKRUPTCY Y/N DO YOU OWN YOUR HOME Y/N

IF SO WHEN? _____ COUNTY _____ STATE _____

ASSETS:

ADDRESS OF PERSONAL RESIDENCE _____ CITY _____ STATE _____

OWNED SINCE _____ CO-OWNER(S) _____

ADDRESS OF OTHER PROPERTY OWNED OTHER THAN RESIDENCE _____

CITY _____ STATE _____ ZIP _____

ADDRESS OF OTHER PROPERTY OWNED OTHER THAN RESIDENCE _____

CITY _____ STATE _____ ZIP _____

BANK REFERENCES:

NAME OF BANK(BUSINESS ACCOUNT) _____ ACCT/LOAN # _____

ADDRESS _____ CITY _____ STATE _____

PHONE _____ FAX _____ TYPE: SAVING/CHECKING/LOAN

NAME OF BANK(PERSONAL ACCOUNT) _____ ACCT/LOAN # _____

ADDRESS _____ CITY _____ STATE _____

PHONE _____ FAX _____ TYPE: SAVING/CHECKING/LOAN

TRADE REFERENCES: (PLEASE LIST VENDORS WITH WHOM YOU HAVE A CREDIT RELATIONSHIP)

PRIMARY WHOLESALER: _____

ADDRESS _____ CITY _____ STATE _____
PHONE _____ FAX _____

TRADE REFERENCES:

PRIMARY WHOLESALER: _____
ADDRESS _____ CITY _____ STATE _____
PHONE _____ FAX _____

TRADE REFERENCES:

PRIMARY WHOLESALER: _____
ADDRESS _____ CITY _____ STATE _____
PHONE _____ FAX _____

ITEMS & CONDITIONS

The undersigned customer (hereinafter, the "Customer") certifies to Capital Candy Company that the information on this application for account is true, current and correct and that it is submitted for the purpose of obtaining an account. The customer agrees to allow Band and Trade Reference to release credit and account information to Capital Candy Company. In the event an account is approved, the Customer application for account, intending and agreeing to be legally bound, agrees to following the terms and conditions:

1. The Customer agrees to pay all charges on receipt of merchandise. If the Customer is a corporation, partnership, limited liability company or there entity, the principals of the entity will sign the guaranty that is attached to this application.
2. In the event that payment is not received by Capital Candy according to the established terms, Capital Candy will charge, and the Customer agrees to pay a finance charge at the rate of 1.5% per month on under \$500.00 and 1% on any excess over \$500.00.
3. Capital Candy may, at option, elect to refuse to continue or supply the customer with any additional merchandise until the account is paid in full.
4. In the event the account is unpaid for a period of Thirty(30)days or more from the date of delivery of merchandise, the account may be turned over for collections. The customer will pay all of Capital Candy Company's costs of collection, including reasonable attorneys' fees. If Capital sues the Customer to collect any amounts owed and wins the suit, the Customer agrees to pay Capital Candy actual court costs and reasonable attorney's fees as allowed by law. The Customer agrees to allow Capital Candy Company to chose the court where legal proceeding will be filed.
5. If the Customer's account becomes past due, Capital Candy Company may repossess the merchandise from the Customer's location.
6. In addition to any rights of Capital Candy Company under paragraph 5, the Customer hereby grants to Capital Candy a purchase money security interest in all inventory that is now or hereafter sold by Capital Candy Company to the Customer, wherever such inventory is located, and in all proceeds thereof. The Customer authorized Capital Candy Company to file, in such offices and jurisdictions as Capital Candy Company may elect at Customer's expense, financing and continuation statements pursuant to Uniform Commercial Cod (UCC) and notices of Capital Candy Company's security interest to other secured parties of Customer. Upon failure of the Undersigned to pay its obligations to Capital Candy Company according to the established terms, Capital Candy Company will have all the rights and remedies of a secured party under the UCC in addition to all of its other rights and remedies at law, equity and under this agreement.
7. If any term or provision of the Agreement of the application thereof to any party or circumstance shall to any extent be invalid or unenforceable, the remainder of the Agreement, or the application of such term or provision to parties or circumstances other that those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the maximum extent permitted by law.
8. These terms and conditions may not be changed, altered, or modified, unless in writing and signed by an authorized officer of Capital Candy Company.
9. Any notations made on any form of payment for less than full payment due to Capital Candy Company shall not act as a release, waiver, or relinquishment of any claims of Capital Candy Company for unpaid or portions thereof from Customer.

Unconditional Guaranty of Account

Such of the undersigned owner(s) of _____ (Company Name), a _____ (corporation)(limited liability company)(partnership)(Customer) hereby unconditionally jointly and severally guarantee(s) all obligations of Customer to Capital Candy Company (seller), its successors and assigns. This is a guaranty of payment, not of collection. The undersigned waive(s) all defenses based on survey ship or impairment of collateral, and waive(s) all notices.

This guaranty may be revoked only thirty days after Seller's receipt of the undersigned written notice of revocation shall not apply to any obligations existing as of the effective date of the revocation. The undersigned will pay all Seller's costs of collection including reasonable attorneys' fees. This Guaranty contains the parties' entire understanding as to the undersigned guaranty, and may only be modified by a writing signed by the undersigned and Seller.

In witness thereof, the undersigned has executed this Guaranty as a sealed instrument as of the _____ day of 20__.

Name

Name

Name

Witness

Automatic Checking Form (EFT)

Store Name: _____

Account Number: _____

Bank Name: _____

Checking Account Number: _____

Routing Number: _____

*****If the amount of EFT used to pay us is dishonored, refused or returned for any reason, we reserve the right to electronically debit your account in the amount attempted and your account will be charged a \$40.00 fee from Capital Candy Company. If your account becomes past due we reserve the right to electronically debit your account in the amount that is due.**

I authorize Capital Candy Company to use this account.

Owners Signature: _____

E-mail or Fax number _____

Staple Your

Voided Check

Here