

**CAPTIAL CANDY COMPANY**  
**APPLICATION FOR ACCOUNT**  
**PO BOX 767, BARRE, VT 05641**  
**802-476-6689 (PHONE) 802-476-6929 (FAX)**

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

Please use additional sheets if necessary to explain any items:

Account Name: \_\_\_\_\_ Store #: \_\_\_\_\_  
 Street Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_  
 Business Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Home: \_\_\_\_\_ Cell: \_\_\_\_\_

Legal Name of Company: \_\_\_\_\_  
 Trade Names: \_\_\_\_\_  
 Office Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Years In Business: \_\_\_\_\_ State Tax ID# \_\_\_\_\_ Federal ID # \_\_\_\_\_  
 Date Business Commenced: \_\_\_\_\_

Business Premises:  
 Own \_\_\_\_\_  
 Lease (See Below) \_\_\_\_\_  
 Years At Location \_\_\_\_\_

Type of Business: \_\_\_\_\_  
 Lease Information:  
 Landord Name: \_\_\_\_\_  
 Address \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone: \_\_\_\_\_

Check One  
 Corporation \_\_\_\_\_  
 Partnership \_\_\_\_\_  
 Proprietorship \_\_\_\_\_  
 Gov/School \_\_\_\_\_  
 Non-Profit \_\_\_\_\_  
 LLC \_\_\_\_\_  
 Other (Explain) \_\_\_\_\_

**All Owners/Principals/Members (use additional sheet of paper if needed)**  
 Owner Name: \_\_\_\_\_ Title: \_\_\_\_\_ Social Security Number: \_\_\_\_\_  
 Home Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Marital Status  
 Single \_\_\_\_\_  
 Married \_\_\_\_\_

Spouses Name: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

Owner Name: \_\_\_\_\_ Title: \_\_\_\_\_ Social Security Number: \_\_\_\_\_  
 Home Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Marital Status  
 Single \_\_\_\_\_  
 Married \_\_\_\_\_

Spouses Name: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

Owner Name: \_\_\_\_\_ Title: \_\_\_\_\_ Social Security Number: \_\_\_\_\_  
 Home Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Marital Status  
 Single \_\_\_\_\_  
 Married \_\_\_\_\_

Spouses Name: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

**ASSETS**

Address of Personal Residence:  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Owned Since: \_\_\_\_\_  
 Co-Owner(s): \_\_\_\_\_

Address of other property owned other than Residence:  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Owned Since: \_\_\_\_\_ Co-Owner(s): \_\_\_\_\_  
 Mortgage Held With: \_\_\_\_\_

Address of other property owned other than Residence:  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Owned Since: \_\_\_\_\_ Co-Owner(s): \_\_\_\_\_  
 Mortgage Held With: \_\_\_\_\_

**BANK REFERENCES:**

Name of Bank: (Business Account) \_\_\_\_\_ Account/Loan #: \_\_\_\_\_  
 Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Type of Account: (Savings/Checking/Loan) \_\_\_\_\_

Name of Bank: (Personal Account) \_\_\_\_\_ Account/Loan #: \_\_\_\_\_  
 Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Type of Account: (Savings/Checking/Loan) \_\_\_\_\_

**TRADE REFERENCES (Please list vendors with whom you have a credit relationship)**

Primary Wholesaler: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
 Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_  
 Number of Years: \_\_\_\_\_

**TRADE REFERENCES (Please list vendors with whom you have a credit relationship)**

Vendor:	Phone:	Fax:
Address:	City:	State:
Number of Years:		
Vendor:	Phone:	Fax:
Address:	City:	State:
Number of Years:		

**TERMS & CONDITIONS**

The undersign 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, intending and agreeing to be legally bound, agrees to the following 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 other 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 and/or late fees.**
3. Capital Candy may, at its 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 the merchandise, the account may be turned over for collection. The Customer will pay all of Capital Candy Company's costs of collection, including reasonable attorneys' fees. If Capital Candy 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 choose the court where legal proceedings will be filed.
5. If the Customer's account becomes past due, Capital Candy 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 Capital Candy Company to purchase money security interest in all inventory that is now or hereafter sold by Capital Candy 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 the **Uniform commercial Code (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 terms or provision of this Agreement or the application thereof to any party or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to parties or circumstances other than 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 prohibited by law.
8. These terms and conditions may not be changes, altered, or modified unless in writing and signed by an authorized officer of Capital Candy Company.
9. Any notation 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 due from Customer.
10. **CHECK POLICY:** If your check used to pay us is dishonored, refused or returned for any reason, we reserve the right to electronically debit your account for the amount of the attempted payment plus a \$40.00 return check fee. Your bank account may be debited as early as the same day such initial payment is dishonored, refused or returned.

**UNCONDITIONAL GUARANTY OF ACCOUNT**

Each 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"), it's 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's 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 attorney's fees. This Guaranty contains the parties' entire understanding as to the undersigned's 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 month of \_\_\_\_\_ day of \_\_\_\_\_, Year \_\_\_\_\_.

_____	_____
Name	Name
_____	_____
Name	Capital Candy Employee Witness

Individuals who co-own a home and/or other property listed, must have all individuals in ownership with said property sign this Application for Account.

**All new accounts will by C.O.D. until Credit Manager establishes terms based on credit rating & references.**

## 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 \$50.00 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.**

**Owners**

**Signature:** \_\_\_\_\_

**Eml or Fax number**-----