



## CREDIT APPLICATION AND AGREEMENT

### BILLING INFORMATION

Customer Name: \_\_\_\_\_ Daytime Phone: \_\_\_\_\_  
Address: \_\_\_\_\_ Evening Phone: \_\_\_\_\_  
\_\_\_\_\_ Cell Phone: \_\_\_\_\_  
Email: \_\_\_\_\_ Fax Number: \_\_\_\_\_

### FIRE ISLAND INFORMATION

Address: \_\_\_\_\_ Fire Island Phone: \_\_\_\_\_  
\_\_\_\_\_

### CREDIT CARD INFORMATION

For your convenience we accept the following credit cards:

Please select your card:  American Express  Discover  MasterCard  Visa

Cardholder's Name: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Account Number: \_\_\_\_\_ CCV Security Code: \_\_\_\_\_

Credit Card Signature Authorization: \_\_\_\_\_ Date: \_\_\_\_\_

For automatic credit card payments to your account we require your signature on the line below.

Automatic Charging Signature Authorization: \_\_\_\_\_ Date: \_\_\_\_\_

### BANKING INFORMATION

Terms: All freight charges are payable upon invoicing. In the event of default of payments by customer, customer further agrees to pay reasonable attorney fees, collection fees, and expenses necessary for the collection of any sum due in addition to balance owed. A service charge at 2% per month will be added on all past due balances. Please be aware that all credit card transactions are subject to a 4% convenience fee.

Customer Signature of Acceptance: \_\_\_\_\_ Date: \_\_\_\_\_



## CREDIT APPLICATION AND AGREEMENT CORPORATE CUSTOMERS ONLY

Directions: Please fill out and sign below. Have one or more of the principals of the company complete this form and sign below in his or her individual capacity, personally guaranteeing payment:

GUARANTY (this "Guaranty") dated as of [ \_\_\_\_\_ ] by [ \_\_\_\_\_ ] with an address at [ \_\_\_\_\_ ] (the "Guarantor") in favor of Beachcomber Freight Service LLC d/b/a Coastline Freight, with an address at 68 River Road, Sayville, New York 11782 ("Coastline"). The Guarantor hereby unconditionally and irrevocably guarantees to Coastline the prompt and complete payment when due of the Obligations. "Obligations" means unpaid amounts (including interest, penalties and other charges) and all other obligations and liabilities of the Client to Coastline whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter incurred. The Guarantor agrees that the Obligations and his liability hereunder (i) are absolute, continuing, primary and unconditional under any and all circumstances without regard to the liability of any other person, the bankruptcy or insolvency of the Client or the enforceability of the Obligations, (ii) are not conditioned or contingent upon, and are irrespective of, the pursuit by Coastline of whatsoever remedies there may be against the Client (or any other obligor upon the Obligations, any other guarantor or any security for any or all of the Obligations) and (iii) will not be discharged or affected by any circumstance which might otherwise constitute a legal or equitable discharge of the Obligations, except complete satisfaction of the Obligations. The guaranty made pursuant to this Guaranty shall be a continuing guaranty of any and all instruments given in extension or renewal of or substitution for the Obligations. When making any demand hereunder against the Guarantor, Coastline shall be under no obligation to make a similar demand on the Client or any other guarantor, and any failure by Coastline to make any such demand or to collect any payments from the Client or any such other guarantor shall not relieve the Guarantor of the Guarantor's obligations and liabilities hereunder and shall not impair or affect the rights and remedies, express or implied, or as a matter of law, of Coastline against the Guarantor. For the purposes hereof "demand" shall include the commencement and continuance of any legal proceedings. This Guaranty may not be assigned without the prior written consent of Coastline. This Guaranty shall be binding upon the successors and permitted assigns of the Guarantor, shall inure to the benefit of and be enforceable by Coastline, its successors or assigns and shall in all respects be governed by, and construed in accordance with, the law of the State of New York without regard to its principles of conflicts of law. None of the terms or provisions of this Guaranty may be waived, altered, modified or amended except by an instrument in writing executed by Coastline and the Guarantor. The invalidity, illegality or unenforceability of any provision of this Guaranty shall not affect the validity, legality or enforceability of any other provision of this Guaranty.

Guarantor Name (please print): \_\_\_\_\_

Guarantor Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## **FREIGHT RULES AND REGULATIONS HOLD HARMLESS AGREEMENT**

1. All freight must be properly packaged for cross bay transportation.
2. Freight arriving at Coastline Freight must contain the following information; destinations, date to ship, billing party, receiving party on Fire Island, contact phone numbers and any special instructions.
3. Freight received, not properly packaged for cross bay transport, will be re-packed by Coastline Freight at an additional cost to the customer, before shipping to Fire Island.
4. All freight must be signed for at receiving dock unless prior arrangements have been made. Customer accepts full responsibility for any freight left on community freight dock.
5. Freight not signed for at receiving dock will be returned to the Sayville warehouse until new shipping arrangements are made. Additional freight charges will be assessed when this occurs.
6. Deliveries made directly to houses must be arranged prior to day of shipping and will be governed by community ordinances.
7. Customer may make access to house available to Coastline Freight in their absence for delivery purposes, at the customer's responsibility.
8. Freight is shipped on a first-come, first-serve basis.
9. Freight arriving at the Sayville warehouse after 10:00 AM of shipment date will be shipped at the discretion of Coastline Freight, depending on space aboard the freight boat.
10. Current freight boat schedule and hours of operation are available on our website at [www.coastlinefreight.com](http://www.coastlinefreight.com).
11. Coastline Freight reserves the right to cancel, add, or otherwise modify its schedule and hours of operation without notice.
12. Owners shall have the right at their expense to take the Vessel out of service, including placing the Vessel in dry-dock. For emergency repairs this right may be exercised in accordance with Owners' discretion. For routine maintenance and surveys, the right may only be exercised at a time and place mutually agreed upon by Owners and Charterers
13. Coastline Freight will inspect and sign for packages during normal operating hours. Inspection will be limited to the condition of the external packaging only. Coastline Freight **WILL NOT** open and inspect or be held responsible for the **CONTENTS** of any packages. Physical damage to packing will be noted on customers receipt from trucker.
14. Coastline Freight shall enforce the respective community rules and regulations governing the freight dock area.
15. All packaging material associated with a freight delivery shall be removed from the freight dock area by the customer.
16. Freight is shipped on a C.O.D. basis unless prior credit arrangements have been made.
17. Coastline Freight reserves the right to hold freight shipments against any past due accounts. Any freight held will be assessed a storage and warehouse fee until the account is brought current.
18. Any claims against Coastline Freight for damaged merchandise must be noted on original packing list at time of acceptance. Failure to do so shall absolve Coastline Freight of any further liability. Coastline limits all liability to \$50.00 for any one shipment.
19. Customer shall indemnify and hold harmless Coastline Freight against any and all loss, damage, liability, and expense, including, without limitation, attorneys' fees that Coastline has incurred, arising out of or in any way connected with or caused by, in whole or in part, omission of the full disclosure required by this clause or by any compulsorily applicable treaties, conventions, laws, codes, or regulations.

I have read and accept Coastline Freight's Rules, Regulations and Hold Harmless Agreement.

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