



### Agreement and Authorization

As a material inducement and condition to sell, supply and deliver seafood to \_\_\_\_\_(the "**Company**"), the Company hereby irrevocably authorizes and directs Congressional Seafood Company : (hereinafter "**Congressional**") to sell, supply and deliver seafood to the Company at any of its restaurants, facilities or locations, upon verbal telephone request from Company's employees which request shall be fully binding and enforceable on the Company.

All invoices for seafood shall be paid within 30 days after the date of the invoice. Payment is not to be contingent upon any other events or circumstances. If Company has any claim regarding the goods delivered or billing, Company must provide notice of said claim, in writing, to Congressional within fifteen (15) days after the date of the invoice. If Company fails to timely and properly provide written notice of any such claim hereinabove within fifteen (15) days, then all claims by Company regarding the seafood delivered or the billing are hereby expressly waived and released. If any payment is not paid when due, then any such amount shall bear interest at the rate of One and One – Half Percent (1½%) per month which shall continue in effect until the date on which the amount due is paid. In the event any legal action is taken or brought by Congressional to collect amounts due and owing under the invoices, Company agrees to pay Congressional attorneys fees equal to twenty five percent (25%) of the outstanding balance then due, and pay all costs, expenses and expert witness fees incurred in attempting to recover the amount due. No waiver, amendment, release or modification of this Agreement shall be established by conduct, custom or course of dealing

Company and the signatory below acknowledges that they have the legal capacity and authority to enter into and sign this Agreement, it is a valid and legally binding obligation of the Company and is fully enforceable against them in accordance with its terms. Company hereby waives a trial by jury in any action or proceeding to which they may be a party arising out of or in any way pertaining to this Agreement. It is agreed and understood that this waiver constitutes a waiver of trial by jury of all claims against all parties to such actions or proceedings, including claims by or against parties who are not parties to this Agreement. This waiver is knowingly, willingly and voluntarily made by the Company and Company represents and warrants that no representations of fact or opinion have been made by anyone to induce this waiver of trial jury or to in any way modify or nullify its effect. This Agreement sets forth all of the agreements, conditions, promises and terms between the Company and Congressional concerning the subject matter and there are no representations, promises, covenants, agreements or understandings, either oral or written, between them other than are herein set forth. This Agreement supersedes all prior written and oral negotiations, agreements and writings between Company and Congressional.

This Agreement is made in and shall be governed, enforced and construed in accordance with the laws of the State of Maryland. Company and Congressional irrevocably consent to and agree to submit to the venue, personal and subject matter jurisdiction of the courts sitting in Howard County, Maryland over any suit, action, or

proceeding arising out of or relating to this Agreement. Company and Congressional irrevocably waive, to the fullest extent permitted by law, any objection that they may now or hereafter have to the lack of venue or personal jurisdiction of any such suit, action, or proceeding brought in any such court. No delay in the exercise of or failure to exercise any right or remedy under this Agreement shall impair any such right, remedy or power or shall be construed to be a waiver thereof. Congressional's failure or delay to insist upon the strict performance of any term of this Agreement or the failure to exercise any right, power or remedy consequent upon a breach thereof, shall not constitute a waiver of the term, condition, or agreement or of any breach or affect Congressional from exercising any right power or remedy at a later time or times. No waiver, amendment, release or modification of this Agreement shall be established by conduct, custom or course of dealing.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the day and year first written below.

Company:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Seal)  
By:  
Its:  
Address

**Congressional Seafood Company**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Seal)  
By:  
Its:

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

## Guaranty

As a material inducement and condition to sell, supply and deliver seafood to \_\_\_\_\_, (the "**Company**"), I, \_\_\_\_\_ whose address is \_\_\_\_\_ and social security number is \_\_\_\_\_ (the "**Guarantor**"), hereby unconditionally and irrevocably guaranty to Congressional Seafood Company ("**Congressional**"), its successors and assigns, at all times the full, complete, timely and punctual payment of all amounts due and payable by the Company to Congressional as reflected on any invoices submitted from Congressional to the Company, past and future, for seafood sold, supplied and delivered to any Company past and future (hereinafter referred to as the "**Guaranteed Liability**"). If the Company fails to pay any of the **Guaranteed Liability**, when and as the same shall become due and payable, Guarantor shall, on demand, pay the same to Congressional upon demand. This Guaranty shall be a continuing one. Guarantor shall not in any manner be permitted to affect, modify or lessen his obligation hereunder. Guarantor represents that he has a financial interest in the Companies and/or will derive a benefit from the extension of credit hereunder. The obligations and guarantee of the Guarantor under this Guaranty shall be primary, direct and immediate and shall be an absolute, unconditional and continuing guarantee of payment and not of collectibility and is no way conditioned or contingent upon or limited by any attempt to collect from the Companies. This Guaranty constitutes a legal, valid and binding obligation of the Guarantor in accordance with its terms.

This Guaranty is made in and shall be governed, enforced and construed in accordance with the laws of the State of Maryland. Guarantor and Congressional irrevocably consent and submit to the venue, personal and subject matter jurisdiction of the courts sitting in Howard County, Maryland over any suit, action, or proceeding arising out of or relating to this Guaranty. Guarantor and Congressional irrevocably waive, to the fullest extent permitted by law, any objection that they may now or hereafter have to the lack of venue or personal jurisdiction of any such suit, action, or proceeding brought in any such court. No delay in the exercise of or failure to exercise any right or remedy shall impair any such right, remedy or power or shall be construed to be a waiver thereof. Congressional's failure or delay to insist upon the strict performance of any term of this Guaranty or the failure to exercise any right, power or remedy consequent upon a breach thereof, shall not constitute a waiver of the term, condition, or agreement or of any breach or affect Congressional from exercising any right power or remedy at a later time or times. No waiver, amendment, release or modification of this Guaranty shall be established by conduct, custom or course of dealing.

Guarantor and Congressional hereby waive trial by jury in any action or proceeding to which the Guarantor and Congressional may be parties, arising out of or in any way pertaining to this Guaranty. It is agreed and understood that this waiver constitutes a waiver of trial by jury of all claims against all parties to such actions or proceedings,

including claims against parties who are not parties to this Guaranty. This waiver is knowingly, willingly and voluntarily made by the Guarantor and Congressional and the Guarantor and Congressional hereby represent and warrant that no representations of fact or opinion have been made by any individual to induce this waiver of trial jury or to in any way modify or nullify its effect.

IN WITNESS WHEREOF, the Guarantor has signed this Guaranty as of the day and year first written below.

**Guarantor**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name: \_\_\_\_\_, Individually (Seal)

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