



CREDIT APPLICATION

Please complete in full, sign and return the original credit application. All information submitted will be held in strictest confidence and used solely for reference purposes within our Credit Department. Faxed credit applications will be accepted to begin the credit investigation, however, the original form is required for our files.

Company Name _____ Date _____
 Division of D/B/A or A/K/A _____
 Street Address _____ Mailing Address _____
 Telephone _____ Fax _____ E-mail _____
 Date Business Started _____ Company Structure: _____ Corporation _____ LLC _____ Partnership _____ Proprietorship
 Name of other businesses within this trade? _____ Location _____

Responsible Parties (Owners, Partners, Officers):

Name	Title	Home Address	Home Phone	SS No.

Accounts Payable Contact _____ Telephone _____
 Credit Extension Requested _____ Sales Tax No. _____
 Occupational License No. _____ Federal ID No. _____
 Have you ever filed for bankruptcy? _____ Yes _____ No. If so, under what name and year?

Secured Assets: describe assets, name creditors/address, and amount of debt.

Authorization is hereby given to Continental Farms to verify and contact all references and persons listed below. By signing below, I hereby authorize the bank to release any account information requested for purposes of making credit decisions. It is understood that all information will be kept confidential.

Name _____ Signature _____

Bank Reference

Name _____ Telephone _____
 Address _____ Account Number _____
 Authorized Signature for Bank Account _____ Contact Person _____

Trade References

Name _____ Telephone _____
 Address _____ Fax _____
 Name _____ Telephone _____
 Address _____ Fax _____
 Name _____ Telephone _____
 Address _____ Fax _____
 Name _____ Telephone _____
 Address _____ Fax _____

TERMS AND CONDITIONS OF SALE AND EXTENSION OF CREDIT

- 1. PAYMENTS** Terms of credit are 15 days from statement date unless otherwise agreed upon in writing. Accounts not paid within terms will be considered delinquent.
- 2. DEDUCTIONS** No deduction on payment will be accepted without proper authorization.
- 3. INTEREST** A delinquency charge of 1.5% per month (18% per annum) or maximum allowed by law, whichever is greater, will be added on any amount which becomes past due more than 15 days from the net due date appearing on each invoice and thereafter on delinquent amounts until paid.
- 4. CREDIT CLAIMS**
 - A.** Any quality problem must be reported within 24 hours of receipt of merchandise in question. You must receive a "control number" as proof of reported claim.
 - B.** All sales are F.O.B. Miami and Continental Farms accepts no liability for damage in transit. Title and ownership are passed to the buyer when the flowers are delivered to the designated carrier. (Title transfer and pricing are unrelated issues.)
 - C.** All flowers must be **INSPECTED UPON ARRIVAL.**
 - D.** NEVER discard or destroy your problem flowers without proper authorization. We often request that they be returned at our expense.
 - E.** NEVER return product without the proper authorization.
- 5. COLLECTIONS** In addition to all other charges and remedies, in the event of default in payment, Continental Farms shall be entitled to recover all cost of collection, including reasonable attorney's fees, court cost, default interest and the highest rate permitted by law and such other and further relief as may be proper.
- 6. COURT JURISDICTION** Any suit which arises from an extension of credit by Continental Farms, shall be instituted and maintained in any court of competent jurisdiction in Miami-Dade County and shall be governed by Florida Laws.
- 7. RETURN CHECK CHARGE** Any checks not honored by the bank, shall be subject to bank charges each time the check returned. Future sales may be subject to cash terms.
- 8. CHANGE IN TERMS/CONDITIONS** Should credit extension be granted, all credits shall be extended at the sole discretion of Continental Farms. Continental Farms reserves the right to change these terms and conditions or to terminate an account at any time.

The terms and conditions of this application shall, upon extension of credit by Continental Farms, constitute an agreement of sale. I understand and accept the above terms and conditions and have provided true information to the best of my knowledge. I further authorize Continental Farms to verify any and all references that may be required to determine our credit capabilities and to request relevant information from credit reporting agencies. I agree to inform any changes in legal status of the company and to provide an updated credit application as may be requested periodically. I also understand that the completion of this form does not guarantee an open account. I understand that failure to enforce any of the terms set forth does not constitute a waiver of these terms in the future.

I certify that under the penalty of perjury that the statements contained in the application are true and correct and, understand that Continental Farms intends to rely on all of the information presented in this application in determining the firm's creditworthiness. In my capacity as an officer, agent or owner, I am authorized to sign this credit application and agree to the above terms and conditions of sale and extension of credit.

Name _____ Title _____ Date _____
 (Please type or print name)

Signature _____

PERSONAL GUARANTEE

In consideration of Continental Farms extending credit at my/our request, I/we jointly and individually hereby irrevocably, absolutely and unconditionally personally guarantee the payment of all my/our obligations. The undersigned hereby agrees that in the event of any default by the above firm, Continental Farms shall be entitled to proceed against the undersigned immediately for such payment without prior demand or notice. The undersigned further agrees to pay all costs and expenses of collection, including attorney's fees, court cost and default interest at the highest rate permitted by law in enforcement of this guarantee.

This guarantee shall remain in force until Continental Farms acknowledges its revocation in writing. Such revocation shall not affect any obligation incurred prior to receipt of written notice by Continental Farms.

Guarantor _____ SS# _____
 (Please type or print name)

Signature _____

Guarantor _____ SS# _____
 (Please type or print name)

Signature _____

PROPRIETOR AUTHORIZATION

By signing this application, I authorize Continental Farms or its agent to investigate my personal credit and financial records including my banking records. As a part of such investigation, I authorize Continental Farms to request and obtain consumer credit reports on me in connection with the opening, monitoring, renewal and extension of this and other accounts with Continental Farms and the marketing of other products and services to me and my business by Continental Farms. Upon my request, Continental Farms will provide me with the name and address of the consumer credit-reporting agency that furnished the report.

First Name		Initial		Last Name		SSN	
Present Home Address					Home Phone number		
City				State			Zip
Authorized Signature					Date		