



CREDIT APPLICATION

NET 15/EOM

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.

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 with in this trade? \_\_\_\_\_ Location \_\_\_\_\_

Responsible Parties (Owners, Partners, Officers):

Table with 5 columns: 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?

Bank Reference Release Authorization :

Authorization is hereby given to Fiore Farms, LLC 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 and response is solely a matter of courtesy for which no responsibility is attached to the institution or any of its officers.

Name \_\_\_\_\_ Title \_\_\_\_\_ Signature \_\_\_\_\_

Name of Financial Institution :

Name \_\_\_\_\_ Telephone \_\_\_\_\_
Address \_\_\_\_\_ Account Number \_\_\_\_\_
Authorized Signature for Bank Account \_\_\_\_\_ Contact Person \_\_\_\_\_

Trade References

Name \_\_\_\_\_ Phone \_\_\_\_\_
Address \_\_\_\_\_ Fax \_\_\_\_\_
Name \_\_\_\_\_ Phone \_\_\_\_\_
Address \_\_\_\_\_ Fax \_\_\_\_\_
Name \_\_\_\_\_ Phone \_\_\_\_\_
Address \_\_\_\_\_ Fax \_\_\_\_\_
Name \_\_\_\_\_ Phone \_\_\_\_\_
Address \_\_\_\_\_ Fax \_\_\_\_\_

Continued on reverse

**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 past due.
- 2. **DEDUCTIONS** No deduction on payment will be accepted without proper authorization.
- 3. **INTEREST** A delinquency charge of 1½ % per month (18% per annum) or the maximum allowed by law, whichever is greater, will be added or may be added on any amount which becomes past due more than 15 days 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.
  - B. All sales are F.O.B. Miami and Fiore Farms, LLC accepts no liability for damage in transit. Title and ownership are passed to the buyer when the flowers are delivered to the designated carrier.
  - 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, Fiore Farms, LLC 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. **JURISDICTION** Any suit which arises from an extension of credit by Fiore Farms, LLC, shall be instituted and maintained in any court of competent jurisdiction in Miami-Dade County and shall be governed by Florida Law.
- 7. **CHECKS** Any checks not honored by the bank, shall be subject to bank charges each time it is returned. Future sales may be subject to cash terms.

**8. CHANGE IN TERMS/CONDITIONS**

Should credit extension be granted, all credit shall be extended at the sole discretion of Fiore Farms, LLC. Fiore Farms, LLC 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 Fiore Farms, LLC 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 Fiore Farms, LLC 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 Fiore Farms, LLC of 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 Fiore Farms, LLC intends to rely on all of the information presented in this application in determining the firm's creditworthiness. In my capacity as an officer, partner, 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 \_\_\_\_\_ (type or print) Title \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_

**OPTIONAL PERSONAL GUARANTEE**

In consideration of Fiore Farms, LLC extending credit at my request, I individually hereby irrevocably, absolutely and unconditionally personally guarantee the payment of all my obligations. The undersigned hereby agrees that in the event of any default by the above firm, Fiore Farms, LLC 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 Fiore Farms, LLC acknowledges its revocation in writing. Such revocation shall not affect any obligation incurred prior to receipt of written notice by Fiore Farms, LLC.

Guarantor \_\_\_\_\_ (type or print) SS# \_\_\_\_\_ Signature \_\_\_\_\_

**PROPRIETOR AUTHORIZATION**

By signing this application, I authorize Fiore Farms, LLC or its agent to investigate my personal credit and financial records including my banking records. As part of such investigation, I authorize Fiore Farms, LLC to request and obtain consumer credit reports on me in connection with the opening, monitoring, renewal and extension of this and other accounts with Fiore Farms, LLC and the marketing of other products and services to me and my business by Fiore Farms, LLC. I further authorize Fiore Farms, LLC to share the information received from my consumer credit report with Fiore Farms, LLC's parent, subsidiaries, and affiliates (and others if applicable). Upon my request, Fiore Farms, LLC 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		