

# Fresca Farms LC

3095 NW 77<sup>th</sup> Avenue \* Miami, FL 33122  
Tel: 305-591-1990 \* Fax: 305-591-1991

## 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? \_\_\_\_\_

**Responsible Parties (Owners, Partners, Officers):**

Name	Title	Home Address	Home Phone	SS #

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

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

**BANK REFERENCES**

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: \_\_\_\_\_

**PLEASE SEND COPIES OF YOUR LATEST FINANCIAL STATEMENTS.**

**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 15% per month (16 1/8 per annum) of the 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 and obtain a control number from a Fresca Farms LC representative within 48 hours of receipt of merchandise in question.
  - b. All sales are F.O.B. Miami and Fresca Farms LC accepts no liability of 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, Fresca Farms LC shall be entitled to recover all cost of collection, including reasonable attorney's fees, court costs, 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 Fresca Farms LC, shall be instituted and maintained in any court of competent jurisdiction in Miami-Dade county and shall be governed by Florida Law.
- 7. RETURN CHECK CHARGE** Any checks not honored by the bank, shall be subject to bank charges each time the check 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 sale discretion of Fresca Farms LC, 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 Fresca Farms LC 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 Fresca Farms LC 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 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 statement contained in the application are true and correct and, understand that Fresca Farms LC, intends to rely on all of the information presented in this application in determining the firm's credit worthiness. 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 credit.

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

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

**PERSONAL GUARANTEE**

In consideration of Fresca Farms LC, extending credit at my/our request, I/we have jointly and individually hereby irrevocable, 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, Fresca Farms LC shall be entitled to proceed against the undersigned immediately for such payment without demand or notice. The undersigned further agrees to pay all cost 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 Fresca Farms LC acknowledges its revocation in writing. Such revocation shall not affect any obligation incurred prior to receipt of written notice by Fresca Farms LC.

Guarantor: \_\_\_\_\_ SS# \_\_\_\_\_  
(Please type or print name)

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

Guarantor: \_\_\_\_\_ SS# \_\_\_\_\_  
(Please type or print name)

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

**PROPRIETOR AUTHORIZATION**

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

First Name		Initial		Last Name		SS #	
Present Home Address						Home Phone Number	
City				State			Zip
Authorized Signature						Date	