



Date of application : _____

Sales Representative: _____

CREDIT APPLICATION

BUSINESS DATA

Company Name: _____ Division of, d/b/a: _____

Mailing Address: _____ City _____ State _____ Zip _____

Physical Address: _____ City _____ State _____ Zip _____

If more than one location, please list physical address of all locations separately.

Phone: _____ Fax: _____ E-mail: _____

Buyer Name: _____ Buyer Fax: _____ Buyer E-mail: _____

A/P Name: _____ A/P Fax: _____ A/P E-mail: _____

Applicant is required and agrees upon signing this application to inform Choice Farms, Corp., and its agents of any changes in legal status.

Legal status: Corporation _____ LLC _____ LLP _____ Partnership _____ Sole Proprietorship: _____

If incorporated, in which county and state is the company registered?: _____

Date business started: _____ Under present ownership since: _____ Property: _____ Leased _____ Owned _____

Wholesale license #: _____ State Sales Tax #: _____ Federal Tax ID#: _____

Have any of the owners/officers or company ever been involved in any legal matters (judgments, bankruptcies, liens, etc.)? _____

If there are any legal matters pending please provide us with a list of all creditors who hold liens or security interests in assets, accounts receivables and/or inventory in your company. Please include on a separate sheet a brief description of legal action, secured assets and amount of debt.

Please complete the following for all corporate officers or owners. If more than two individuals, please list on a separate sheet and attach.

Name and Title

Name and Title

Home address

Home address

City County State Zip

City County State Zip

Home phone Social Security #

Home Phone Social Security #

Proprietor/Partnership Authorization:

The undersigned hereby consent(s) to Choice Farms, Corp., and any of its agents' use of a non-business consumer credit report on the undersigned in order to further evaluate the credit worthiness of the undersigned as principal(s), proprietor(s) and/or guarantor(s) in connection with the extension of business credit as contemplated by this credit application. The undersigned hereby authorize(s) Choice Farms, Corp. and its agents to utilize a consumer credit report on the undersigned from time to time in connection with the extension or continuation of the business credit represented by this credit application.

Owner's signature Date

Owner's signature Date

BANK REFERENCES

Bank: _____

Bank: _____

Checking acct: _____

Checking acct: _____

Phone: _____

Phone: _____

I, _____, being a signee on the above account, authorize the banks listed herein to release to Choice Farms, Corp. and its agents all information requested. It is understood that all information will be kept strictly confidential.

TRADE REFERENCES

Company	City/State	Phone	Fax
1. _____			
2. _____			
3. _____			
4. _____			

TERMS AND CONDITIONS OF SALE

Payment Terms: Unless otherwise stated, our payment terms are Net 15 days from statement date, payable in U.S. funds drawn on a U.S. bank. All invoices from prior month are due payable no later than the 15th of the following month. Any balance unpaid by the next statement will be considered past due. A finance charge of 1.5% per month may be assessed to the past due balance.

The terms and conditions of this application shall, upon extension of credit by Choice Farms, Corp. constitute an agreement of sale. Choice Farms, Corp. retains the right to suspend sales if an account is past due or if the credit limit is exceeded.

All sales are F.O.B. Miami. Choice Farms, Corp. accepts no liability for damage or delay in transit or for missing boxes. Title and ownership are passed from Choice Farms, Corp. to the buyer (consignee) upon receipt by buyer's designated carrier.

All checks returned for insufficient or uncollected funds will be subject to a \$20.00 returned check fee (per return), payable upon debtor's receipt of notification by Choice Farms, Corp..

The applicant/undersigned agrees to provide Choice Farms, Corp. with an updated credit application every two years, upon change of ownership or as requested by Choice Farms, Corp. as a condition for the continued extension of credit.

Claims Policy: All quality problems must be reported by phone within 48 hours of receipt of merchandise at your warehouse. A detailed claim policy is attached. Please review, sign and return with this application. Never discard or destroy your flowers or return them to Choice Farms, Corp. without approval from a representative of Choice Farms, Corp.

DECLARATION

In making this application for credit, and by signing below, I/we hereby agree to the terms and conditions listed above. I/We, the undersigned hereby make this application for credit and agree that all amounts payable on or before the net due date, as shown on each invoice, will be paid, and if not paid on or before said date are then delinquent. The payment for all sales of goods and/or services will be according to the terms stated on Choice Farms, Corp.'s invoice. The failure to pay on the net due date specified on each invoice shall deem the debt to be delinquent. If the account should become delinquent and results in turning the account over to a third party for collection, I/we further agree to pay all costs of collection, whether suit be brought or not. Said costs shall include but not be limited to attorney's fees, court costs and all other costs expended in the collection process. I/We hereby acknowledge that this agreement and other provisions of the sales contract shall be controlled and governed by the laws of the State of Florida, notwithstanding the fact that the merchandise may be shipped, delivered or payable outside the State of Florida. Venue for any legal action commenced to enforce the agreements between the parties shall be Dade County, Florida.

I/We have read, understood and accepted the above stated terms. My/our signature(s) attest(s) financial responsibility and willingness to pay in accordance to these terms. I/we certify under the penalty of perjury that the statements contained in this application are true and correct. I/We hereby authorize Choice Farms, Corp. and its agents to contact any financial and trade references (including but not limited to those listed herein) and any credit reporting agencies to obtain, verify and re-verify credit information.

Signature	Print Name	Print Title	Date
<i>Must be signed by an officer or owner of the company. A signed, completed original must follow in the mail in order for continued extension of credit.</i>			

PERSONAL GUARANTEE

Please be advised that signing this personal guarantee will make you personally responsible for any debt incurred by applicant.

In consideration of any credit extended, I/we or either of us individually and/or jointly irrevocably guarantee full and prompt payment of all indebtedness by _____(firm) incurred for merchandise and/or service furnished by Choice Farms, Corp. and any of its agents, plus delinquent charges and collection costs, where applicable. This is a continuing and irrevocable guarantee. This personal guarantee shall remain in full force and in effect even after the applicant has changed ownership or form of its business and regardless of whether the above named corporation, partnership, sole proprietorship or other entity files bankruptcy, becomes insolvent or is otherwise dissolved. This guarantee may be terminated only on 30 days' written notice via certified mail. The undersigned authorize(s) Choice Farms, Corp. to request a consumer credit report on the guarantors signing this guarantee. Choice Farms, Corp. may exercise its rights under this guarantee without first taking any action against the applicant. The undersigned waive(s) notice of default and non-payment, and consents to the extension or modification of credit terms to the applicant without notice. Further, the undersigned hereby submits him/herself to the jurisdiction of the courts of Florida in the event suit is brought and agrees that venue shall be in Dade County, Florida.

Guarantor Signature/Date

Witness to Guarantor Signature

Guarantor Print Name

Guarantor Social Security Number