



FLORIDA HARDWARE LLC

436 Cassat Ave
 Jacksonville, FL
 32254-3720
 Phone: 904-783-1650

PO Box 6759
 Jacksonville, FL
 32236-6759
 Fax: 904-783-4556

Revised August, 2007

A/C# _____
CR LMT _____
CM _____ TCM _____
RT _____ STOP _____

(FOR OFFICE USE ONLY)

COMMERCIAL CREDIT APPLICATION, SALES AGREEMENT AND PERSONAL GUARANTY CREDIT APPLICATION AGREEMENT

Date _____ Salesperson # _____ Special Instructions: _____

Business Information

Bill To Company Name			Ship To Company Name		
Street Address			Street Address		
PO Box/Mailing Address			County of Business		
City	State	Postal Code	City	State	Postal Code
Business Phone (Include Area Code)			Purchasing Contact Name		FID NO.
Business FAX (Include Area Code)			Accounts Payable Contact Name		
Date Established			Business Type (Circle One Only) Corporation LLC Partnership Sole Proprietor		

Business operates from: Residence _____ Shop _____ Office _____ Phone No. _____

Business property is: Leased _____ Owned _____ if owned by whom _____

If rented, name, address and phone number of property owner/rental agent: _____

Principal Stockholders or Owners of Company:

Name	Home Address City, State & Zip	Phone	Title	Social Security Number

Bank Reference:

Name of Bank	Address	Account Number	Phone Number

Bank officer to call to discuss your account _____

(Name)

(Telephone #)

Suppliers/Trade References

Name	Address	Phone Number	Acct. #

Do you use purchase order numbers or special instructions. Yes: _____ No: _____

Will you furnish FLORIDA HARDWARE LLC your current financial statement upon request? Yes ____ No ____

ARE YOU TAX EXEMPT? Yes _____ No _____

IF YES, ATTACH A COPY OF YOUR STATE SALES TAX EXEMPTION OR RESALE CERTIFICATE.

Annual or Projected Annual Sales \$ _____ Number of Employees _____

Describe type of business and/or work performed _____

If new business, list employer(s) and address(es) for past two years _____

List other business interest now of Owner(s) or Officer(s) _____

SALES AGREEMENT

The undersigned, their successors in interest and assigns, in consideration for a credit or C.O.D. account with Florida Hardware LLC, hereafter "seller", hereby agrees to pay its account according to Florida Hardware LLC's normal billing or account terms and further, that a 1-1/2% monthly service charge (18% per annum) will be added on any past due portion. In the event of default in payment and if an attorney is retained and/or a collection agency is hired for collection, the undersigned agrees to pay all costs of collection, including, but not limited to, a reasonable attorney's fee. Attorney/collection fees shall be paid by the undersigned when incurred for collection efforts, consultation, trial or appellate services, whether suit be brought or not. The undersigned expressly agrees that regardless of place of payment all suits at law or in equity for any breach of this agreement or for default in payment shall be instituted and maintained in any court of competent jurisdiction in Duval County, Florida, and the undersigned hereby expressly waives any venue rights and agrees not to contest Duval County, Florida, as a convenient forum. This is a Florida contract to be construed according to Florida law and the undersigned submits to the jurisdiction of the Florida courts, specifically waiving the right to a trial by jury. Applicant hereby represents that none of the account terms extended by Florida Hardware LLC to Applicant is being used in connection with the purchase of goods for personal, family or household purposes but is being used for business or commercial purposes. The undersigned does hereby certify that the information contained above is true and correct and further agrees that any changes in ownership or officers, or form that the business operates as, shall be made known to Florida Hardware LLC. This notice shall be in writing and mailed to Florida Hardware LLC, 436 Cassat Avenue, Jacksonville, Florida 32254-3720, at its business offices by certified U.S. Mail, return receipt requested or said changes shall be ineffective as to Florida Hardware LLC's enforcement of this agreement. The undersigned shall report any dispute concerning any billing within thirty days from the date of such invoice or billing in writing by certified mail, return receipt requested. Failure to report any such dispute within such time and in such manner shall constitute waiver of any claim by the undersigned with respect to such dispute. **ANY TAX, INCLUDING BUT NOT LIMITED TO SALES, USE, AND EXCISE TAXES ON THE SALE OR USE OF MERCHANDISE SOLD BY FLORIDA HARDWARE LLC MUST BE PAID BY APPLICANT AND WILL BE ADDED TO THE AMOUNT DUE FROM EACH SALE. Florida Hardware LLC will accept sales tax exemption certificates and exclude appropriate sales and use taxes from the invoice total provided that (1) Applicant provides Florida Hardware LLC with a sales tax exemption certificate issued by the state that charges the particular tax in question, (2) Applicant's purchase is to be used for the same purpose the exemption certificate was granted by the state, (3) the name on the exemption certificate is Applicant's current legal name, and (4) the exemption certificate has not expired.** A request by Applicant for an exemption from tax constitutes Applicant's warranty that the exemption is justified and Applicant promises to indemnify Florida Hardware LLC against all claims, liabilities, interest, and penalties, including reasonable attorney's fees, that result from any attempt by a state to collect from Florida Hardware LLC taxes which Florida Hardware LLC did not charge and receive from Applicant. **DISCLAIMER: SELLER SHALL NOT BE LIABLE FOR FAILURE OR DELAY IN DELIVERY OF GOODS OR EQUIPMENT SOLD OCCASIONED BY LABOR DISPUTES, FORCE MAJEURE OR OTHER CAUSES BEYOND SELLER'S CONTROL. SELLER MAKES NO EXPRESS OR IMPLIED WARRANTIES INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE GOODS AND HEREBY DISCLAIMS THE SAME AND THE UNDERSIGNED DISCLAIMS ANY RELIANCE UPON ALLEGED WARRANTIES IN ANY STATEMENTS OR REPRESENTATIONS MADE BY SELLER. THE SOLE REMEDY FOR THE UNDERSIGNED, AT SELLERS OPTION, SHALL BE REFUND OF PURCHASE PRICE OR REPLACEMENT OF GOODS SOLD.**

The customer hereby consents to FLORIDA HARDWARE LLC contacting the Customer's credit references and also authorizes their Bank and Credit Reporting agencies to release any information regarding Account Balances and Credit History. Customer agrees that neither Seller nor reference will be liable for any claim for damages as a result of credit information being furnished to Seller.

The undersigned hereby consent(s) to Florida Hardware LLC's 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) Florida Hardware LLC 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 the credit application. The undersigned as a business entity and as an individual hereby knowingly consents to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15 U.S.C. 1681 et seq and after any default pursuant to this Sales Agreement.

SIGNED _____ SIGNED _____
Officer/Owner Officer/Owner

PRINTED NAME _____ PRINTED NAME _____

TITLE _____ TITLE _____

DATE _____ DATE _____

PERSONAL GUARANTY

To: Florida Hardware LLC

Please sell and deliver to (purchaser) _____

(Company Name)

of _____

(Company Address)

or its representatives, on your usual terms, such goods, wares or merchandise as they or their representatives may order or select, whether now owed, or to be sold in the future, and in consideration thereof the undersigned Guarantor(s) hereby fully guarantees and holds himself personally responsible for the payment of the same, whether evidenced by open account, acceptance, note or otherwise. I hereby waive notice of acceptance hereof, amounts of sales, dates of shipments or deliveries, notice of default in payment and legal proceedings against the purchaser.

This is intended to be, and shall be construed to be, a continuing Guaranty applying to all sales made by you to the aforesaid, and shall not be revoked by the death of the Guarantor(s) but shall remain in full force and effective until I or my Executors or Administrators shall have given notice in writing to make no further advances on the security of the Guaranty, and until such notice shall have been received by you by certified U.S. Mail, return receipt requested.

It is understood that there is no limit to my liability under this Guaranty.

Now should it become necessary to place this Guaranty with an attorney or collection agency for collection, I hereby agree to pay all costs of collection, including but not limited to, a reasonable attorney's fee. Attorney/collection fees shall be paid by Guarantor when incurred for consultation, trial or appellate services, whether suit be brought or not, and I further agree that regardless of place of payment by purchaser, all suits at law or in equity against Guarantor(s) shall be instituted and maintained in any court of competent jurisdiction in Duval County, Florida, and I hereby waive any venue rights and expressly agree not to contest Duval County, Florida, as a convenient forum. This is a Florida contract to be construed according to Florida law and the undersigned submits to the jurisdiction of the Florida courts, specifically waiving the right to a trial by jury. This Guaranty contains the entire agreement between the parties and may not be modified or amended except by a writing signed by both parties hereto. The singular herein includes the plural, as the context requires.

WITNESS my hand and seal this _____ day of _____, 20_____.

DO NOT USE OR AFFIX CORPORATE SEAL - NOTARY NOT REQUIRED

CO-OWNERS OF JOINTLY HELD PROPERTY MAY BE REQUIRED TO SIGN

The undersigned hereby consent(s) to Florida Hardware LLC's 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) Florida Hardware LLC 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 the credit application. The undersigned as (an) individual(s) hereby knowingly consent to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15 U.S.C. 1681 et seq and after any default pursuant to this Personal Guaranty.

Guarantor(s):

Witness:

Print Name Signature

Print Name Signature

Print Name Signature

Print Name Signature

Print Name Signature

Print Name Signature