



CREDIT APPLICATION

NAME: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

BILLING ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

ACCOUNTS PAYABLES CONTACT: \_\_\_\_\_

CERTIFICATE OF COMPETENCY No. : ATTACH COPY STATE: \_\_\_\_\_ COUNTY: \_\_\_\_\_

EPA CERTIFICATE: ATTACH COPY

DATE & STATE OF INCORPORATION: \_\_\_\_\_

CORPORATE CHARTER # \_\_\_\_\_ EMPLOYER ID# \_\_\_\_\_

TRADING COUNTIES: \_\_\_\_\_

YEARS & KIND OF BUSINESS: \_\_\_\_\_

CORPORATION
PARTNERSHIP
INDV. OWNER

PRINCIPALS/ OFFICERS:

Table with 4 columns: NAME, TITLE, FULL HOME ADDRESS, HOME PHONE. Includes multiple blank rows for entry.

DO YOU USE PURCHASE ORDERS? \_\_\_\_\_

WILL YOU PAY SALES TAX? \_\_\_\_\_ (IF NO, PLEASE ATTACH CERTIFICATE OF RESALE)

FACILITIES:

TYPE OF BUILDING: \_\_\_\_\_ YEARS CONSTRUCTED: \_\_\_\_\_ WAREHOUSE? \_\_\_\_\_ IF YES, TOTAL SQ FT: \_\_\_\_\_

LOCATION \_\_\_\_\_ HIGHLY VISIBLE? \_\_\_\_\_ SALES DISPLAY AREA? \_\_\_\_\_

NUMBER OF TRUCKS \_\_\_\_\_ NUMBER OF EMPLOYEES \_\_\_\_\_ UNION \_\_\_\_\_

ANY OTHER PLACE(S) OF BUSINESS? \_\_\_\_\_

GENERAL COMMENTS OF PHYSICAL PLANT & EQUIPMENT: \_\_\_\_\_

# PERSONAL GUARANTY

FOR AND IN CONSIDERATION, of Refri-Air Appliance Parts, Inc. including any successors in interest, affiliated companies, subsidiaries, and/or Assigns (Hereinafter "CREDITOR"), extending at your request, an Open Account Credit Agreement to \_\_\_\_\_

(Hereinafter "Buyer"), the following named person or (Print name of Buyer) persons (hereinafter "GUARANTOR"): \_\_\_\_\_

I/We Guaranty to CREDITOR the payment of all monies now or hereinafter-due CREDITOR from BUYER under the following terms and conditions:

1. GUARANTORS personally, jointly, and severally guarantee to CREDITOR the prompt, punctual, and full payment as directed by CREDITOR either verbally and/or in writing.
2. If BUYER fails to pay CREDITOR any sum invoiced by CREDITOR, GUARANTORS agree to bind themselves to pay CREDITOR on demand any sum, which may become due to CREDITOR by the BUYER. The obligations of GUARANTORS shall, at the election of CREDITOR, be primary and not necessarily secondary to the obligations of BUYER, and CREDITOR shall not be required to exhaust its remedies against BUYER prior to enforcing its rights under this Personal Guaranty against the GUARANTORS. It is understood that this Personal Guaranty shall be a continuing and irrevocable guaranty for such indebtedness of the BUYER to CREDITOR.
3. GUARANTORS waive notice of default, non-payment, and notice thereof, and consent to any modification or renewal of the Open Account Credit Agreement ("AGREEMENT") between CREDITOR and BUYER and guaranteed by this Personal Guaranty. GUARANTORS further waive all surety ship defenses or defenses in the nature thereof, generally. GUARANTORS shall not assign or delegate its rights and obligations herein without the prior written approval of CREDITOR. CREDITOR may assign, transfer or delegate its rights under this Personal Guaranty, to any party, at any time, without notice to GUARANTOR or BUYER.
4. In the event that it becomes necessary to place any account guaranteed by this Personal Guaranty with an attorney and/or third parties for the collection of any unpaid balances, GUARANTOR agrees to pay all costs of collections, including pre-judgment reasonable attorney fees, collections costs, interest, post judgment attorney fees, interest, collection costs and all costs and fees related to any appellate proceedings, if applicable.
5. GUARANTORS agree that this Personal Guaranty shall be deemed to have been made in the United States in the State of Florida and shall be construed and enforced in accordance with, and the laws of the State of Florida hereof shall govern the validity and performance, without reference to principles of conflicts of law thereof. To the fullest extent permitted by law, GUARANTORS consent to submit to the jurisdiction of the courts of or for the State of Florida in connection with any action or proceeding arising from or related to this Personal Guaranty. The venue for all suits, counterclaims, causes of actions and/or legal proceedings arising from or related to this Personal Guaranty shall be instituted and maintained, at CREDITOR'S discretion, in any court of competent jurisdiction in Broward, Miami-Dade, Palm Beach, or Martin Counties, in the State of Florida.
6. This Personal Guaranty shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives.
7. CREDITOR AND THE GUARANTORS KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY SUIT, ACTION, PROCEEDING, OR COUNTERCLAIM CONCERNING ANY RIGHTS UNDER THIS PERSONAL GUARANTY, ANY RELATED DOCUMENT OR UNDER ANY OTHER DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH, OR ARISING FROM ANY RELATIONSHIP EXISTING IN CONNECTION WITH THIS PERSONAL GUARANTY AND AGREE THAT ANY SUCH SUIT, ACTION, PROCEEDING, OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR CREDITOR TO ENTER INTO THIS PERSONAL GUARANTY.
8. THE UNDERSIGNED GUARANTORS, RECOGNIZING THAT HIS AND/OR HER INDIVIDUAL CREDIT HISTORY MAY BE A NECESSARY FACTOR IN THE EVALUATION OF THIS GUARANTEE, HEREBY CONSENTS TO AND AUTHORIZES THE USE OF A CONSUMER CREDIT REPORT OR CONSUMER CREDIT REPORTS ON THE UNDERSIGNED, BY CREDITOR, AND FROM TIME TO TIME AS MAY BE NEEDED, IN THE CREDIT EVALUATION PROCESS.
9. GUARANTOR acknowledges receipt of the following notice:

**Notice:** The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, age, sex, or marital status, the fact that all or part of the applicant's income is derived from a public assistance program, or the fact that the applicant has in good faith exercised any right under the Consumer Protection Act. The Federal Agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Pennsylvania and 6th Street, N.W., Washington, DC 20580

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_

Signed \_\_\_\_\_  
(GUARANTOR/ INDIVIDUALLY)

Signed \_\_\_\_\_  
(GUARANTOR/ INDIVIDUALLY)

Social Security: \_\_\_\_\_ (LS.)

Social Security: \_\_\_\_\_ (LS.)

D.L.# \_\_\_\_\_

D.L.# \_\_\_\_\_

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_

Signed \_\_\_\_\_  
(GUARANTOR/ INDIVIDUALLY)

Signed \_\_\_\_\_  
(GUARANTOR/ INDIVIDUALLY)

Social Security: \_\_\_\_\_ (LS.)

Social Security: \_\_\_\_\_ (LS.)

D.L.# \_\_\_\_\_

D.L.# \_\_\_\_\_

STATE OF FLORIDA, COUNTY OF \_\_\_\_\_

THE FOREGOING INSTRUMENT was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_  
who is personally known to me, or who produced a \_\_\_\_\_ for identification, and who executed the above document  
for the purposes therein set forth.

My Commission Expires: \_\_\_\_\_

**BUSINESS REFERENCES:**

	NAME	ACCOUNT #	PHONE	FAX	EMAIL
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____

**BANK REFERENCES (INCLUDE PHONE NUMBERS AND OFFICER WHO HANDLES ACCOUNT):**

1.	_____
2.	_____
3.	_____

**MONTHLY CREDIT REQUIRED:** \_\_\_\_\_

**INDICATE PRESENT TOTAL BUSINESS VOLUME:**

Under \$50,000	\$350,000 - \$1,000,000	Over \$3,000,000
\$50,000 - \$350,000	\$1,000,000- \$3,000,000	

WHAT PERCENTAGE OF TOTAL BUSINESS VOLUME IS EQUIPMENT PURCHASES \_\_\_\_\_ %

WHAT DO YOU ANTICIPATE YOUR MONTHLY PURCHASES OF EQUIPMENT TO BE - \$ \_\_\_\_\_

**ANALYSIS OF BUSINESS:**

**% OF TOTAL BUSINESS**

COMMERCIAL AIR CONDITIONING	_____
RESIDENTIAL AIR CONDITIONING	_____
ROOM AIR CONDITIONERS	_____
SERVICE	_____
OTHERS	_____

**100%**

OF THE AIR CONDITIONING BUSINESS WHAT PERCENTAGE IS: **NEW CONSTRUCTION:** \_\_\_\_\_ **REPLACEMENT:** \_\_\_\_\_

WHY ARE YOU INTERESTED IN BECOMING A DEALER OF ONE OF THE BRANDS THAT WE DISTRIBUTE?

\_\_\_\_\_

WHICH OF THE BRANDS THAT WE DISTRIBUTE ARE YOU INTERESTED IN? \_\_\_\_\_

**B. ATTACH RECENT CERTIFIED FINANCIAL STATEMENT**

**C. CREDIT RELEASE**

I/We, hereby authorize REFRI-AIR APPLIANCE PARTS, INC. to investigate the references herein listed, attached financial statements and other information obtained from us or other persons pertaining to our credit and financial responsibility.

The undersigned hereby agrees that the terms of sale are Net 25th of month from receipt of each monthly statement. Balance becomes past due if not paid by the 25th of the month, and 1.5% will be charged on the unpaid balance but not to exceed the legal rate by law. Furthermore, should it become necessary to retain an attorney for collection, suit or other legal action, the undersigned agrees to pay all costs of such collection, suit or other legal action, including a reasonable attorney's fee at both the Trial and Appellate levels.

The undersigned agrees that all information furnished is true and correct. The undersigned further agrees that any change in ownership or officers or form that the business operates shall be made known to REFRI-AIR APPLIANCE PARTS, INC.. This notice shall be in writing and **CERTIFIED MAILED TO:** REFRI-AIR APPLIANCE PARTS, INC.- 7101 N.W. 43 Street, Miami, Florida 33166.

The undersigned agrees that venue to any legal action arising hereunder shall be in Miami-Dade County, Florida.

**Print Name** \_\_\_\_\_

**Print Name** \_\_\_\_\_

**Signed** \_\_\_\_\_

**Signed** \_\_\_\_\_

(President or Owner)

(Other Officer of Corp. or Partner)

**Social Security:** \_\_\_\_\_

**Social Security:** \_\_\_\_\_

**D.L.#** \_\_\_\_\_

**D.L.#** \_\_\_\_\_