



Credit Agreement (Florida)

Credit Department, 14610 Breakers Drive, Suite 100, Jacksonville, FL 32258

(Please print and fill out completely and fax to the Credit Dept. @ 904-407-4508)

Service Center # _____ P.O. Required _____ (Y/N)

Salesman Requested _____ Salesman # _____ Date _____

Business Name: _____ County _____

Street Address: _____ City _____ ST _____ Zip _____

Mailing Address: _____ City _____ ST _____ Zip _____

Business Operates As: Corporation _____ Partnership _____ Sole Proprietorship _____ Date Estab. _____

Business Telephone: () _____ Fax () _____

URL: http:// _____ Email: _____

Send Invoices and statements by: Email _____ Mail _____ Fax _____

Name and Address of Principal Owners or Officers:

Name: _____ Title _____ SS# _____ D/O/B _____

Home Address: _____

City/ST/Zip _____ Home Phone () _____

Email: _____ Alternate Phone Number () _____

Name: _____ Title _____ SS# _____ D/O/B _____

Home Address: _____ Home Phone () _____

Email: _____ Alternate Phone Number () _____

Have you ever had business dealings with **Baker Distributing Company, LLC** before? _____ (Y/N)

If so, when and where? _____

Financial Information: (**Note: Please attach a copy of your current financial statement, if available.**)

(**Certificate of Resale must be attached or sales tax must be charged**). Will you pay sales tax? _____

Credit Experience:

Name, address and telephone numbers of three (3) references:

Name	Address	Account #	Telephone No.
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_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Bank References:

Name of Bank _____ Checking Account # _____

Address: _____ Savings Account # _____

City: _____ ST _____ Zip _____

Name of person with whom you deal _____ Phone No. _____

Credit Line Requested \$ _____

SALES AGREEMENT

The undersigned in consideration for terms of sale herein and for the extension of credit by **Baker Distributing Company, LLC** hereby agrees that the terms of sale are Net 10th Prox. Payment for materials purchased during the month becomes due on the 10th of the following month, and becomes delinquent on the last day of the month following purchase. A service charge of 1-1/2 % per month (18% per annum) will be added on any past due balance. In the event of default in payment and if the same is placed in the hands of an attorney for collection, the undersigned agrees to pay all costs of collection, including a reasonable attorney's fee, whether or not suit is brought and including fees incurred in any appeals or bankruptcy proceedings. 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. 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 shall be made known to **Baker Distributing Company, LLC**. This notice shall be in writing and mailed to **Baker Distributing Company, LLC**, 14610 Breakers Drive, Suite 100, Jacksonville, FL 32258 by Certified US Mail.

The applicant hereby grants permission to **Baker Distributing Company, LLC** to obtain from any sources any information related to its credit standings.

SIGNED _____

SIGNED _____

SIGNED _____

PERSONAL GUARANTY

To: **Baker Distributing Company, LLC**

Please sell and deliver to

_____ of _____
Purchaser (Name and Company) (City, County, State)

Or representatives, on your usual credit terms of sale, Net 10th Prox. Such goods, wares, and merchandise as They or their representatives may order or select, and in consideration thereof I/We hereby fully Guarantee and hold myself/ourselves personally responsible for the payment at maturity of the purchase price of all such goods, wares, and merchandise so sold or delivered, whether evidenced by open account, acceptance Hereof, amounts of sales, dates of shipments or deliveries, notice of default in payment and legal proceedings against the purchaser.

It is understood and agreed that there is no limit to my/our liability under this Guaranty.

Now, should it become necessary to place this Guaranty with an attorney for collection, suit, or other legal action, the undersigned agrees to pay all costs of collection, including a reasonable attorney's fee, whether or not suit be brought and including fees incurred in any appeals or bankruptcy proceedings.

I/We further agree that regardless of place of payment by Principal(s), 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.

Execution of this agreement authorizes **Baker Distributing Company, LLC** to conduct a credit investigation for the basis of establishing credit.

WITNESS: my/our hand(s) and seal(s) this _____ day of _____ Year _____

Witness

Guarantor(s)

Please check one classification that best describes your company:

<u>Account Code</u>	<u>Description</u>
☐ AC — HVAC Contractor	AOR, Service & Install
☐ AR — Refrigeration/AC Service Contractors HVAC Wholesaler	HVAC contractor that also services commercial refrigeration
☐ CP — HVAC Wholesaler	Wholesale competitor
☐ CR — Commercial Refrigeration	Supermarket and/or Contractor that does supermarket construction, remodels, and maintenance (CRD)
☐ FS — Food Service Dealer	Food Service Dealer
☐ GF — Government - Federal	Military, Federal buildings, Gov't organizations, GSA
☐ GL — Government - State and Local	State and/or Local Municipality
☐ HM — Hotel/Motel/Casinos	In-house maintenance
☐ HP — Hospital/Nursing Home	In-house maintenance
☐ HW — Home Warranty	Company that sells home warranties
☐ IN — Industrial	Plant and/or Service company that does industrial and/or plant maintenance
☐ IS — Institution	School Board, College, University and/or other private institution
☐ MC — Mechanical/Commercial	Large contractor that does commercial jobs - HVAC, plumbing, electrical
☐ PL — HVAC Contractor	Main business is plumbing
☐ RF — Refrigeration/Food Service Contractor	Refrigeration contractor that performs service and installs refrigeration and food service equipment
☐ RM — Real Estate/Property Management	Apartments, multi-family, company that performs service for property management companies
☐ TP — Theme Parks	Theme Park and/or Resort