



Customer Information Form

CUSTOMER # OFFICE USE ONLY DATE RECEIVED

DATE:

Organization

Form with fields: CORPORATE NAME, FEDERAL ID NUMBER, TRADE NAME, BILL TO ADDRESS, PHONE, CITY, STATE, ZIP CODE, FAX, STORE NAME, RESIDENTIAL DELIVERY?, SHIP TO ADDRESS IF DIFFERENT FROM ABOVE, TYPE OF BUSINESS, STATE OF INCORPORATION, BUSINESS IS A, WEBSITE.

Contact Information

Form with fields: BUYER'S NAME, MOBILE, HOME PHONE, ALTERNATE PHONE (PLEASE SPECIFY TYPE), EMAIL, OWNER NAME (IF DIFFERENT FROM ABOVE).

Additional Shipping Locations (FOR ABOVE BILLING ADDRESS)

Form with fields: STORE NAME, RESIDENTIAL DELIVERY?, SHIP TO ADDRESS, PHONE, CITY, STATE, ZIP CODE, FAX, STORE NAME, RESIDENTIAL DELIVERY?, SHIP TO ADDRESS, PHONE, CITY, STATE, ZIP CODE, FAX.

California Customers: Items may include Proposition 65 Labels. Your submission of this form indicates your acceptance of labeled items.



Credit Application

CUSTOMER # OFFICE USE ONLY DATE RECEIVED

DATE:

Organization

CORPORATE NAME: OWNER NAME:
HOW LONG AT PRESENT LOCATION: NUMBER OF YEARS WITH CURRENT OWNER:
BUILDING (CIRCLE ONE): LEASE OWN PROPERTY (CIRCLE ONE): LEASE OWN
ADDRESS OF PREVIOUS LOCATION (IF APPLICABLE):
CITY: STATE: ZIP CODE:

Bank References

BANK NAME: ACCOUNT #:
ADDRESS: PHONE:
CITY: STATE: ZIP CODE:
CONTACT: TITLE:

(BANK PRIVACY WAIVER) I HEREBY AUTHORIZE ANY BANK OR FINANCIAL INSTITUTION TO DISCLOSE ALL INFORMATION AS TO MY PAST AND PRESENT OR FUTURE ACCOUNTS. I HEREBY HOLD HARMLESS THOSE INSTITUTIONS FOR DISCLOSING SAID INFORMATION TO AMERICAN GIFT CORPORATION.

GUARANTOR(OWNERSIGNATURE):

Owner/Partner/Officer Information

GIVE FULL NAME OF OWNER, AND IF A FIRM, OF EACH PARTNER, OR IF A CORPORATION, OF EACH OFFICER

NAME: TITLE: SSN:
HOME ADDRESS: PHONE:
CITY: STATE: ZIP CODE:
NAME: TITLE: SSN:
HOME ADDRESS: PHONE:
CITY: STATE: ZIP CODE:
NAME: TITLE: SSN:
HOME ADDRESS: PHONE:
CITY: STATE: ZIP CODE:

2/4/2019

[Type text]



### PERSONAL GUARANTEE

Whereas, the undersigned have requested AGC to extend credit and to sell merchandise (hereinafter, "property") to \_\_\_\_\_ (hereinafter, "Debtor"), and AGC has extended credit and/or may in the future \_\_\_\_\_  
**(company name)** extend credit and sell property to Debtor in reliance upon this guarantee. Now, therefore, in consideration of such credit extended or to be extended and property sold or to be sold by AGC to Debtor, on such credit terms as AGC may grant, and as an inducement to AGC to extend further credit and to sell and deliver property to Debtor, the undersigned guarantees (if more than one, jointly and severally guarantee; if grantor is married, spouse must sign) absolutely and unconditionally to AGC, its successors and assigns, the prompt payment of all debts and obligations and all sums of money now unpaid and/or which may hereafter be unpaid by Debtor to AGC. AGC may, without notice to the undersigned and without affecting the undersigned's liability hereunder, renew, extend, accelerate or otherwise change the time for payment or otherwise change the terms of any obligation of the Debtor. Neither the death, bankruptcy nor disability of any one or more of the guarantors shall affect the continuing obligation of any other guarantor. The undersigned expressly waives notice, presentment and demand for payment of any of the debts of the Debtor. In the event this Personal Guarantee shall be enforced by or through an attorney, whether or not suit is instituted, the undersigned agrees to pay as part of the outstanding balance of the debt hereby guaranteed, reasonable attorney's fees and costs. This instrument shall be considered as a **GENERAL AND CONTINUING GUARANTEE OF PAYMENT** which is UNCONDITIONAL AND SHALL CONTINUE INDEFINITELY UNTIL CANCELLED BY MUTUAL AGREEMENT of the undersigned in writing and AGC. The liability of the undersigned on this Personal Guarantee shall be primary, direct and immediate and not conditional or contingent upon pursuit of any remedies against the Debtor or any other person, nor against any collateral, security or lien available to AGC, its successors and assigns. This Personal Guarantee shall be deemed to be executed and delivered by the undersigned to AGC in the State of Florida and performance therein, and shall be construed and governed in accordance with the laws of the State of Florida. The undersigned waive the benefit of any statute of limitations affecting their liability. The undersigned are fully aware that they are responsible to AGC EVEN IF THEY LEAVE THE EMPLOY OF OR ARE NO LONGER ASSOCIATED WITH THE DEBTOR. This Guarantee shall insure to the benefit of AGC its successors and assigns, and shall be binding upon the heirs, personal representatives, successors and assigns of each of the GUARANTORS. This personal guarantee is not assignable.

Date:	Date:
Guarantor (owner signature):	Guarantor (spouse signature):
Print Name:	Print Name:
Witness:	Witness:

### TERMS OF CREDIT

1. Applicant authorizes vendor to obtain necessary credit information at any time from any source and agrees to pay for purchases according to the credit terms on vendor's invoices or, if none appear, according to terms of Net 30. 2. Applicant warrants that all information appearing on this form is true and correct as of the date below and agrees to notify vendor in writing within thirty (30) days of any change in business organization, financial condition, or controlling ownership. 3. In consideration of any extension of credit by AGC, should any indebtedness not be paid in accordance with the terms of credit, the undersigned agrees to pay all costs, including attorney fees at both the trial and appellate levels and costs shall be payable whether suit be brought or not. 4. We agree to pay AGC an interest charge of the lesser of 18% per annum or the highest rate allowed by applicable law on all past due balances. 5. Venue for all legal proceedings shall be in **Miami Dade County Florida**. 6. **The undersigned KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY.** 7. Should AGC ever, because of default, be obliged to institute any proceeding in replevin against us, we hereby KNOWINGLY waive the notice pertaining thereto in accordance with F.S. 78.067 and waive the posting of any bond required for a replevin therein. 8. The Undersigned may not assign any of its rights or obligations hereunder without the prior written consent of the Seller. 9. Undersigned hereby waives all requirements for AGC to post a pre-judgment bond in double the amount sought to be garnished pursuant to Fla. Stat 77 et seq. 10. Additional terms of sale may appear on invoices and or statements. AGC and undersign hereby agree to abide by and honor those terms in addition to the terms herein. Delivery is FOB Miami (IncoTerms 2010). This Contract may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original, and all of which shall constitute one and the same Agreement.

WE, the undersigned, hereby understand that AGC is not and will not be liable for indirect, special, incidental, consequential or other damages of any kind, no matter what the cause. (SOME STATES DO NOT ALLOW THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THIS EXCLUSION MAY NOT APPLY TO US). This exclusion will not affect our rights, if any against others including the manufacturer of any parts or equipment sold used or furnished by AGC. Any oral statement, representation, or discussion to the contrary notwithstanding AGC, in any and all past, present, or future dealings, with us excludes any and all warranties of MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR USE, Further, we hereby indemnify and hold harmless AGC.

	Date:
Signature:	Company Name:
Print Name:	Title:

### Office Use Only

Date Received:	Date Completed:	Terms Given:
Credit Limit:	Credit Mgr. Signature:	Customer #: