



SMITH EQUIPMENT & SUPPLY COMPANY

Phone: 863-665-4909 Fax: 863-666-5547

Corporate Address:
3825 Maine Ave.
Lakeland, Florida 33801

**CREDIT APPLICATION
AND
CONTINUING PERSONAL GUARANTY**

Date _____ Number _____

Company _____

Street Address _____ Mailing Address _____

City, State and Zip Code _____ County _____

Business Phone Number (_____) _____ FAX Number (_____) _____

Sole Proprietor Partnership Corporation - Incorporated Since _____

No. of Partners _____ State of _____

Occupational License # _____ Date This Business Commenced _____

Federal ID# _____ Type of Business _____

Tax Exempt: No Yes If yes, complete tax card and return with Credit Application

SOLE PROPRIETOR, ALL PARTNERS, OR ALL OFFICERS, AND DIRECTORS

Name _____ Title _____ Social Security # _____ - _____ - _____

Home Address _____ Home Phone (_____) _____

Name _____ Title _____ Social Security # _____ - _____ - _____

Home Address _____ Home Phone (_____) _____

Name _____ Title _____ Social Security # _____ - _____ - _____

Home Address _____ Home Phone (_____) _____

(If necessary, please use an additional sheet of paper.)

List other current business names _____

Were any of the principals in business before? Yes No

If yes, give business name and location and date _____

If so, reason for discontinuing _____

ACCOUNT PAYABLE

A/P Representative's Name _____ Phone Number _____

Billing Address _____ FAX Number _____
If different from mailing address

Estimated Monthly Credit Requirement \$ _____ Purchase Order # Required Yes

Authorized to Purchase Name _____
Name _____

TRADE REFERENCES

List 4 Suppliers where you have an Active Account:

| Name | Address | City, State & Zip | Telephone / FAX |
|-------|---------|-------------------|-----------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

BANK REFERENCES

| Name of Banks & Addresses | Telephones |
|---------------------------|------------|
| _____ | _____ |
| _____ | _____ |

1. Payment for material purchased is based on the Invoice Date and Term Agreement. Any invoice not paid by the Term Agreement, following the purchase becomes subject to a service charge of one and one-half per cent (1.5%) per month on the outstanding amount. Failure to make payment within the terms set forth will subject the account to credit restrictions.
2. If the account is not paid in full as agreed and legal recourse is required, applicant agrees to pay all costs and expenses of collection, including attorney's fees, and shall also pay costs, expenses and attorney's fees incurred on appeal. Applicant further agrees that, if the amount outstanding does not exceed \$10,000.00, the attorney's fees awarded will be 30% of the outstanding balance. If the outstanding balance exceeds \$10,000.00 fee will be determined on a "actual fee basis."
3. The applicant hereby waives any and all privileges and rights which he may have under Chapter 47, Florida Statutes, relating to venue, as it now exist may hereafter be amended, and under any other statute or administrative code provision, and further agrees that any action brought on this account be brought in the appropriate Court in Polk County, Florida, or in the United States District Court for the Middle District of Florida.
4. Applicant agrees to send **SESCO** written notice of any changes in the form of ownership of applicant's business within five days of such changes.

The undersigned certifies the above information to be true and correct, that it is submitted for the purpose of obtaining credit, and agrees to the Terms & Conditions of Sales of **SESCO**. The undersigned further authorizes **SESCO** to request and receive credit reports from credit bureaus and other credit service organizations.

PURCHASER
Authorized Signature _____ Title _____

Name (PLEASE PRINT)

CONTINUING PERSONAL GUARANTY

TO: Smith Equipment & Supply Co. (SESCO)

Please sell and deliver to: _____
The Purchaser (Name of Sole Proprietor, Partnership or Corporation)

on your usual and customary terms of sale, such goods, wares and merchandise as the above named Purchaser may order or select, and in consideration thereof the undersigned (hereafter called the Guarantor(s), which shall include Guarantor, if only one, and Guarantors, if more than one) hereby fully Guarantee and agree that the Guarantor(s) shall be personally responsible, jointly and severally, 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, note or otherwise. The Guarantor(s) hereby waive notice of acceptance hereof, amounts of sale, dates of shipments or deliveries, notice of default in payment and legal proceedings against the above named Purchaser.

This is intended to be, and shall be construed to be, a Continuing Personal Guaranty applying to all sales made by you to the above named Purchaser, and shall not be revoked by: (1) the death of the Guarantor(s); (2) the sale or transfer of the above named Purchaser subsequent to the execution of this Guaranty; or (3) the departure, resignation and/or disassociation for any reason, of Guarantor(s) from the above named Purchaser. This Continuing Personal Guaranty shall remain in full force and effect until the Guarantor(s) shall have given 30 days notice in writing to make no further advances on the security of this Continuing Personal Guaranty, and until such notice actually shall have been received by an authorized agent of **SESCO**. Unless **SESCO** agrees in writing otherwise, this Continuing Personal Guaranty shall extend to the transactions between **SESCO** and the above named Purchaser, as well as any successor or related business entities. Guarantor(s) agrees to notify **SESCO** in writing of any change in the form of the purchaser's business or ownership of purchaser's business within five days of such change, otherwise this Continuing Personal Guaranty shall extend to the above-named Purchaser, and any successor corporations, individuals or assignees, or related entities, as a condition of maintaining an open account with **SESCO**.

It is understood and agrees that the Guarantor(s) liability under this Continual Personal Guaranty shall be UNLIMITED.

Should it become necessary to place this Continual Personal Guaranty with an Attorney for collection, suit or other legal proceeding, the Guarantor(s) and the above Purchaser, hereby agree, jointly and severally, to pay all costs and expenses of such collections, suit or other legal action including actual attorney's fees, and shall also pay costs, expenses and attorney's fees incurred on appeal. Applicant further agrees that, if the amount outstanding does not exceed \$10,000.00, the attorney's fees awarded will be 30% of the outstanding balance. If the outstanding balance exceeds \$10,000.00, the fee will be determined on a "actual fee basis." Further, the Guarantor(s) waive any and all privileges and rights which they may have under Chapter 47, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and under any other statute or administrative code provision, in any legal action brought on this Guaranty; and, further, the Guarantor(s), jointly and severally agree that any legal action brought on this Guaranty may be brought in the appropriate court in Polk County, Florida or in the United States District Court for the Middle District of Florida.

The undersigned consents to an investigation into the credit worthiness of the Guarantor(s), and further agrees to the dissemination of credit information about the Guarantor(s), to inquiring sources.

IN WITNESS WHEREOF, the undersigned hereby execute(s) this Continuing Personal Guaranty this _____ day
of _____, 19 _____.

(L.S.)

Guarantor's Signature Name (PLEASE PRINT)

(L.S.)

Guarantor's Signature Name (PLEASE PRINT)

(L.S.)

Guarantor's Signature Name (PLEASE PRINT) Title

Sworn to and subscribed before me this _____ day of _____, 19 _____

Signature of Notary Public- Print, Type or Stamp Commissioned
State of _____ Name of Notary Public

Personally Known _____ OR, Produced Identification _____

Type of Identification Produced _____