



Triple J Trucking of Southwest Florida, LLC
 P.O. Box 61689
 Fort Myers, FL 33906
 Phone (239) 334-2507
 Fax (239) 600-7870

CREDIT APPLICATION AND AGREEMENT

GENERAL INFORMATION:

Name of Business: _____

d/b/a _____

Street Address: _____

City, State, Zip: _____

Mailing (if different): _____

Telephone: _() _____ Fax No: _() _____

Sales tax exemption # (if applicable): _____

Email: _____

Date business opened: _____ Legal Composition of Business:

Check One: () Corporation () Partnership () Sole Proprietorship
 () Limited Liability Company () Other-Please Specify _____

If applying for an open commercial account with Triple J Trucking of Southwest Florida, LLC as Credit Grantor, then fill out pages 2 – 5.

If paying by credit card, fill out information below:

<u>Credit Card Information</u> (please print clearly)			
Please charge my	<input type="checkbox"/> VISA	<input type="checkbox"/> MASTERCARD	AMEX
Card #	_____		
Exp. Date:	_____	Security Code:	_____ (Last 3 digits on back of card)
Print Name on Card:	_____		
Billing Address:	_____		
Telephone: ()	_____	Email Address:	_____
Signature:	_____		

COMMERCIAL ACCOUNT INFORMATION:

Bank References:

Name of bank: _____
_____ Bank Address: _____

Telephone No: (_____) _____

Account No(s): _____

Name of bank: _____
_____ Bank Address: _____

Telephone No: (_____) _____

Account No(s): _____

IF A CORPORATION, PLEASE COMPLETE:

Name of corporation: _____

d/b/a _____

Date of incorporation: _____ State of incorporation: _____

Full names, residential address, and home telephone numbers of following:

President: _____

Vice President: _____

Secretary: _____

Treasurer: _____

Registered Agent (and address, if different from corporation): _____

Directors: _____

Shareholders: _____

IF A PARTNERSHIP, PLEASE COMPLETE:

Name of Partnership (including any business name): _____

Date Established: _____

Place Established (include city, State & zip): _____

Full names, residential address and telephone number of all partners:

1. _____

2. _____

3. _____

4. _____

IF A SOLE PROPRIETORSHIP, PLEASE COMPLETE:

Name of Sole Proprietor (including any business name): _____

Date Established: _____

Place Established (include city, State & zip) : _____

Full name, residential address and telephone number of the sole proprietor: _____

IF A LIMITED LIABILITY COMPANY, PLEASE COMPLETE:

Name of limited liability company: _____

d/b/a _____

Date of incorporation: _____ State of incorporation: _____

Full names, residential address, and home telephone numbers of following:

Managing Member(s):

1. _____

2. _____

3. _____

4. _____

Registered Agent (and address, if different from llc): _____

IF OTHER TYPE OF BUSINESS ENTITY (than listed above), PLEASE COMPLETE:

Name of Business and address: _____

Type of Business Entity: _____

Date Established: _____

Place Established (include city, State & zip) : _____

Full name, residential address, telephone number, position, and ownership interest of principals: _____

CREDIT REFERENCES:

Include name, address and telephone number:

1. _____

2. _____

3. _____

AGREEMENT:

The undersigned understands and agrees that in consideration for credit being extended herein, it/he/she/they shall be liable for all amounts charged, ordered, purchased, received and incurred on credit, on open account, or otherwise from Credit Grantee, until such time as this agreement is cancelled by either party **in writing** or until all amounts due hereunder are paid in full whichever is later. We agree to immediately notify the Credit Grantor, in writing by Certified Mail/Return Request Requested, of any change(s) in ownership or change(s) in form of Credit Grantee business.

WAIVER OF PROTECTION FROM GARNISHMENT: IF YOU PROVIDE MORE THAN ONE-HALF (1/2) OF THE SUPPORT FOR A CHILD OR OTHER DEPENDENT, ALL OR PART OF YOUR INCOME IS EXEMPT FROM GARNISHMENT UNDER FLORIDA LAW. YOU CAN WAIVE THIS PROTECTION ONLY BY SIGNING THIS DOCUMENT. BY SIGNING BELOW, YOU AGREE TO WAIVE THE PROTECTION FROM ANY GARNISHMENT.

If a sole proprietorship, and said sole proprietor is a natural person who qualifies as a head of a family pursuant to Florida Statute §222.11, said natural person waives any exemption of wages from garnishment pursuant to Florida Statute Section 222.11 for any disposable earnings which are greater than \$750.00 a week.

Furthermore, it is understood and agreed that all amounts due hereunder shall be paid promptly, or according to any special terms of a particular purchase or order; and

should payments be late, such overdue amounts shall accrue interest at a rate of one and one-half percent (1 ½%) per month, until such amounts are paid. It is further understood and agreed that the undersigned credit applicant shall be liable for all costs, including reasonable attorney fees, (including appellate fees), incurred by Credit Grantor for the collection of any sums due under this Agreement, whether or not suit may be instituted. Venue of all legal actions taken under this Agreement shall be in Lee County, Florida, and construed in accordance with Florida law. Everything stated in this application is correct to the best of my knowledge. It is understood that you will retain this application whether or not it is approved. You are authorized to make all appropriate credit inquiries of me or this company/corporation/business, and of all references listed above and to answer questions about your credit experience with me.

Date: _____

CREDIT APPLICANT:

BY: _____ (Print name)

AS: _____ (Title)

Date: _____

CREDIT APPLICANT:

BY: _____ (Print name)

AS: _____ (Title)

Date: _____

CREDIT APPLICANT:

BY: _____ (Print name)

AS: _____ (Title)

PERSONAL GUARANTY

I/we the principal/owner/shareholders/partners of the afore-named credit applicant hereby personally guaranty, unconditionally, all payments and/or amounts due hereunder as if they were incurred personally by me/us and shall be bound by all terms and conditions enumerated above. Credit Grantor is hereby authorized to make all appropriate credit inquiries regarding me/us.

I/we agree that I/we may be joined in any action in connection with the above obligations, and recovery may be had against me/us for all sums due notify Credit Grantor pursuant to the above extension of credit, together with all costs of collection, including reasonable attorney fees, (including appellate fees) whether or not suit may be instituted,

without the necessity of Credit Grantor first of taking any action whatsoever against the above named credit applicant, or its/his/her/their successors and assigns. If there is more than one Guarantor, we shall be jointly and severally liable, and be individually or jointly brought into any proceeding and/or brought in any order. It is understood that Credit Grantor is relying upon such personal guaranty for the extension of credit hereunder. Venue of all legal actions taken under this PERSONAL GUARANTY shall be in Lee County, Florida, and this Personal Guaranty shall be construed in accordance with Florida law. This guaranty is subject to revocation by the undersigned. However, it is specifically understood by the undersigned personal guarantor(s), that any revocation of this Personal Guaranty is to be made in writing by Certified Mail, Return Receipt Requested to Credit Grantor, at the address of: P. O. Box 61689, Fort Myers, Florida, 33906, but said revocation shall not affect liability of any indebtedness then existing. This guaranty shall continue to apply to all sales and advances made to or on behalf of the above named credit application, and/or its/his/her/their successors or assigns, and to all such present and future indebtedness, howsoever arising, until the same is revoked or terminated, as herein provided by the undersigned.

WAIVER OF PROTECTION FROM GARNISHMENT: IF YOU PROVIDE MORE THAN ONE-HALF (½) OF THE SUPPORT FOR A CHILD OR OTHER DEPENDENT, ALL OR PART OF YOUR INCOME IS EXEMPT FROM GARNISHMENT UNDER FLORIDA LAW. YOU CAN WAIVE THIS PROTECTION ONLY BY SIGNING THIS DOCUMENT. BY SIGNING BELOW, YOU AGREE TO WAIVE THE PROTECTION FROM ANY GARNISHMENT.

Further, if the undersigned personal guarantor(s) is/are natural person(s) who qualify as a head of a family pursuant to Florida Statute §222.11, said natural person(s) waives any exemption of wages from garnishment pursuant to Florida Statute §222.11 for any disposable earnings which are greater than \$750.00 a week.

PERSONAL GUARANTOR(S):

Date: _____ NAME: _____

PRINT NAME: _____

Date: _____ NAME: _____

PRINT NAME: _____

Date: _____ NAME: _____

PRINT NAME: _____