

Pecketts' Inc.
5643 Round Lake Road
Apopka, FL 32712
PH: (407) 886-5901
FX: (407) 880-8623

CREDIT APPLICATION AND AGREEMENT

Customer:

Name: _____

Street Address: _____

City, State & Zip Code: _____

Telephone # _____ Fax #: _____

Ownership: (Circle one) Proprietorship Partnership Corporation

Name of Proprietor or Principal Officer: _____ (Title)

Federal Identification #: _____

Reference:

Bank Name	Account #	Checking Account Balance Ave	Comments
1			
2			

Office Use

Trade Company Name	Phone #	Fax #	Balance Due Current	Balance Due Past Due	Date Sold From	Date Sold To	High Credit

1. Upon approval of this credit application, _____ hereinafter referred to as "Creditor", agrees initially to extend credit to Customer and will advise Customer of the approved credit line.
2. If any charge or payment is not paid by customer within fifteen (15) days after its due date, Customer agrees to pay a service charge on the amount owing, equal to one and one-half percent (1 1/2 %) per month or the highest rate allowed under applicable law, whichever is the lower.

3. If any claims arise with respect to defects in quantity or quality, or as to any other matter, Creditor shall not be liable, if at all, unless Customer shall make written claim to Creditor within forty-eight (48) hours after receipt of any shipment involved in such claim, and failure to present any such claim within that time will be considered a waiver of the claim. Any claims made by telephone shall be confirmed immediately in writing to Creditor.
4. All shipments are F.O.B point of shipment. The Customer agrees to resolve all claims arising from shipment directly with the carrier.
5. Customer hereby authorizes Creditor to investigate Customer's credit record and to report Customer's performance under this transaction, or any other agreement between Creditors and Customer and, to credit agencies.
6. Customer acknowledges that in the event of nonpayment, its account will be assigned for collection to SLOPAY, Inc, Customer waives any claim of jurisdiction or venue in the county or state of Customer's residence or place of business, and agrees that, should suit be instituted, personal jurisdiction, as well as venue, will be exclusively in Orange County, FL.
7. In the event that it is necessary to institute legal proceedings to collect any amount due and owing, then Customer will be responsible for any costs incurred in collecting such amount, including, but not limited to, reasonable attorney's fees and court costs incurred at both the trial and appellate levels.
8. If any provision hereof is deemed invalid or unenforceable to any extent, the remainder of the terms hereof will not be affected thereby and will be enforced to the greatest extent permitted by law.

Date: _____

 Company Name

_____ Title/Name (please print) _____ Signature

PERSONAL GUARANTY

WHEREAS, _____ (name of "Customer") is or may become indebted to PECKETTS INC.

Now Therefore, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, the undersigned Guarantor hereby absolutely and unconditionally guarantees to Creditor the prompt payment at maturity and all times thereafter of the debt.

Guarantor represents that he, she or its owner of a direct or indirect interest in Customer and that Guarantor will receive a direct and material benefit from the proceeds of any of the debt.

In the event of default by Principal in payment of the Debt or any part thereof when such indebtedness becomes due, either by its term or as the result of the exercise of any power to accelerate, Guarantor shall, on demand and without further notice of dishonor, without any notice having been given to Guarantor previous to such demand of the creating or incurring of such indebtedness, pay the amount due thereon to Creditor and it shall not be necessary for Creditor, in order to enforce such payment by Guarantor, first to institute suit or exhaust its remedies against Customer or others liable on such indebtedness.

This guaranty is executed and delivered as an incident to a credit transaction wherein, in the event of nonpayment, the Customer's account will be assigned for collection to SLOPAY, INC., and shall be construed according to laws of the State of Florida. Guarantor acknowledges that, should suit be instituted, jurisdiction of the person and subject matter, as well as venue, shall properly be in Orange County, Florida. This is not a contract of surety ship.

Executed this _____ day of _____, 20_____.

 Guarantor's Name (Please Print) _____ Signature