fmifarms®
FLOWER WHOLESALE

CREDIT APPLICATION

Please complete in full, sign and return the original credit application. All information submitted will be held in the strictest confidence and used solely for reference purposes within our Credit Department. Faxed credit applications will be accepted to begin the credit investigation; however, the original form is required for our files.

Company Name:		Year Started:		D/B/A or A/K/A:	
Billing Address:					
City:		State:	-	Zip:	
Shipping Address:					
City:		State:	-	Zip:	
Telephone:		Fax:		E-mail:	

Company Structure: ☐ Corporation ☐ LLC ☐ Partnership

Type of Business: ☐ Wholesaler ☐ Mass Market ☐ Bouquet Maker ☐ Retailer ☐ Other _____

Responsible Parties (Owners, Partners, Officers):

Name:	Home Address:	Social Security:	Home Phone:

Accounts Payable Contact: _____ Telephone: _____

Credit Amount Requested: _____ State Tax: _____ Federal Tax ID: _____

Have you ever filed for bankruptcy? ☐ Yes ☐ No If yes, under what name and year? _____

Authorization is hereby given to FMI Farms to verify and contact all references and persons listed below. By signing below, I hereby authorize the bank to release any account information requested for purposes of making credit decisions. It is understood that all information will be kept confidential.

Name: _____ Signature: _____

Bank Reference

Name:		Contact Person:	
Address:		Account Number:	
Telephone:		Fax:	

Trade Reference (List Flower Suppliers Only)

Name:		Contact Person:	
Address:		Account Number:	
Telephone:		Fax:	

Name:		Contact Person:	
Address:		Account Number:	
Telephone:		Fax:	

2730 NW 72nd Ave, Miami, FL 33122, United States I Phone: 1.866.916.5360 I Email: Info@fmifarms.com

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TERMS AND CONDITIONS OF SALES AND EXTENTION OF CREDIT

I. PAYMENTS. Terms of credit are prepayment unless otherwise agreed upon in writing. Accounts not paid within terms will be considered delinquent.

2. DEDUCTIONS. No deduction on payment will be accepted without proper authorization.

3. INTEREST. A delinquency charge of 1.5% per month (18% per annum) o r the maximum allowed by law, whichever is greater, will be added or may be added on any amount which becomes past due according to the terms of sale.

4. CREDIT/CLAIMS

A. Any quality problems must be reported online at www.fmifarms.com/clams within 48 hours of receipt of the merchandise in questiton.

B. AII sales are **FOB**. Miami. FMI Farms accepts no liability for damage in transit. Title and ownership are passed to the buyer when the flowers are delivered to the designated carrier.

C. AII flowers must be **INSPECTED UPON ARRIVAL.**

D. NEVER discard or destroy your problem flowers without proper authorization. We often request that they be returned at our expense.

E. NEVER return product without the proper authorization.

5. COLLECTIONS. In addition to all other charges and remedies, in the event of default in payment, FMI Farms shall be entitled to recover cost of collection, including reasonable attorney's fees, court costs, default interest at the highest rate permitted by law and such other and further relief as may be proper.

6. COURT JURISDICTION. Any suit which arises from an extension of credit by FMI Farms, shall be instituted and maintained in any court competent jurisdiction in Miami Dade County and shall be governed by Florida Law.

7. RETURN CHECK CHARGE. Any checks not honored by the bank, shall be subject to bank charges each time it is returned.

8. CHANGE IN TERMS/CONDITIONS. The terms and conditions of this application shall, upon extension of credit by FMI Farms, constitute an agreement of sale. I understand and accept the above terms and conditions and have provided true information to the best of my knowledge. I further authorize FMI Farms to verify any and all references that may be required to determine our credit capabilities and to request relevant information from credit reporting agencies. I agree to inform FMI Farms of any changes in legal status of the company and to provide an updated credit application as may be requested periodically. I also understand that the completion of this form does not guarantee an open account. I understand that failure to enforce any of the terms set forth does not constitute a waiver of these terms in the future.

I certify that under the penalty of perjury that the statements contained in the application are true and correct and, understand that FMI Farms intends to rely on all of the information presented in the application in determining the firm's creditworthiness. In my capacity as an officer, partner, agent or owner; I am authorized to sign this credit application and agree to the above terms and conditions of sale and extension of credit. That if a corporation or partnership, the undersigned states and affirms that he/she is jointly and severally liable to all the terms, obligations and provisions in connection with FMI Farms.

Name: _____ Title _____

(Please type or print name)

Signature: _____ Date: _____

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PERSONAL **GUARANTEE**

In consideration of FMI Farms (here in after referred to as the "Promisee") extending credit at my/our request to _____ (here in after referred to as the "Company") the undersigned each jointly and severally (collectively referred t o as the "Guarantor"), hereby absolutely and unconditionally guarantees to the Promisee the performance by the Company of each and every covenant, agreement and obligation of the Company including, without limitation, the payment to the Promisee (or, if applicable, his executors, administrators or personal or legal representatives or estate or legatees) of all sums due at the time such sums shall be due and payable.

The obligation of Guarantor under this Guaranty shall be a direct and primary obligation, and the Promisee shall not be required to exhaust any of the Promisee's rights or remedies against the Company or any Guarantor prior to making any demand on or invoking any of the Promises rights and remedies against a Guarantor. In furtherance of the foregoing, Promisee may proceed, at one time or successively and without notice to any Guarantor, against any Guarantor, or against any one or more of them. In any action brought by Promisee against a Guarantor under this Guaranty, no Guarantor shall be entitled to, and shall not, plead as a defense that Promisee is not legally or equitably insolvent or is dissolved or liquidated, and each Guarantor covenants and agrees to pay to the Promisee all costs and expenses (including attorney's fees) incurred by Promisee in any such action.

This Guaranty and all rights, obligations and liabilities arising here under shall be construed and enforced in accordance with the laws of the State of Florida.

This Guaranty shall bind each Guarantor below and each Guarantor's respective successors and assigns, and shall inure to the benefit of Promisee and Promisee's executors, administrators, personal and legal representatives, estate and legatees.

Guarantor: _____ Social Security No: _____

Address: _____ City: _____ State: _____ Zip: _____

Signature: _____ Date: _____

Guarantor: _____ Social Security No: _____

Address: _____ City: _____ State: _____ Zip: _____

Signature: _____ Date: _____

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BANK **REFERENCE**

Date:		Account No:			
Customer:					
City:		State:	-	Zip:	
Bank Name					
Address:					
City:		State:	-	Zip:	
Telephone:		Fax:			
Bank Officer:				Title:	

CustomerSignature: _____

The above customer has given us your name as a Bank Reference. Please fill out the following form.
Enclosed is the authorization from the customer.

This part is to be filled out by the bank

I) When was the account opened: _____

2) Average balance (if applicable): _____

3) Number of NSF checks (last 12 months): _____

4) Line of Credit with this company: _____

5) Account activity experience: ☐ Good ☐ Fair ☐ Poor

6) Other comments: _____

Thank you for your cooperation
Best regards,
Daniel Crespo
Credit Manager

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