



GULFSIDE SUPPLY, INC. DBA: GULFEAGLE SUPPLY
Application for Credit and Agreement of Terms and Conditions of Sale
Mail completed application to: Gulfeagle Supply, 2900 East 7th Ave, Tampa, FL 33605,
Or Email completed application to: SMO-Credit@gulfeaglesupply.com

For Office Use only:

BRANCH # _____ ASSIGNED SALESPERSON _____ BRANCH MANAGER SIGNATURE: _____

Desired Credit Limit: \$

PLEASE EXTEND CREDIT TO THE FOLLOWING APPLICANT: COMPANY NAME:

Address:	City:	State:	Zip Code:
Phone:	Fax:	Contact Name:	
Contact for invoicing –Email:		Contact for product/pricing information – Email:	
Sole proprietorship: <input type="checkbox"/> Partnership: <input type="checkbox"/> Corporation: <input type="checkbox"/>	State of Inc.:	Date business commenced:	

PRINCIPALS' AND GUARANTORS' NAMES AND HOME ADDRESSES

Name:	Name:	Name:
Address:	Address:	Address:
State, Zip:	State, Zip:	State, Zip:
Phone:	Phone:	Phone:
Own or Rent:	Own or Rent:	Own or Rent:
SS#:	SS#:	SS#:
Spouse's Name:	Spouse's Name:	Spouse's Name:
Driver License #:	Driver License #:	Driver License #:
State of Issue:	State of Issue:	State of Issue:

TRADE REFERENCES (SUPPLIERS ONLY)

Company name:			
Address:		State:	Zip:
Phone:	Fax:	E-mail:	
Company name:			
Address:		State:	Zip:
Phone:	Fax:	E-mail:	
Company name:			
Address:		State:	Zip:
Phone:	Fax:	E-mail:	

BONDING INFORMATION

Surety:	Agent:	Tel:
Bonding Capacity:		

BANK REFERENCES

We authorize all banks to provide requested account information to Gulfside Supply, Inc. DBA: Gulfeagle Supply.

Bank Name:	Bank Name:	Bank Name:
Address:	Address:	Address:
Acct#:	Acct#:	Acct#:

TAX & LICENSE INFORMATION

Contractor Lic #:	Renewal Date:	Name of License Holder:
Driver License #:	State of Issue:	
Home Address:	Home Phone:	
Federal Tax ID #:	Tax Year End Date:	

Blanket Exemption Certificate (Please attach copy if applicable)

The undersigned Applicant hereby certifies that it is licensed to do business under the Law(s) of the State of _____ holding the sales tax license
 Permit number: _____ Taxable _____ Exempt _____
 Enumerated and that the tangible personal property purchased is exempt from sales and use tax for the following reason:
 () Resale, in the regular course of business, the form of tangible personal property.
 () Incorporating the same, as material, ingredient or component part, into tangible personal property.
 () Other authorized exemption (describe) _____

This certificate shall be considered a part of each order given by Applicant from and after the effective date hereof, unless such order shall otherwise specify. This certificate shall continue in full force and effect unless and until revoked in writing by Applicant. Applicant understands and agrees that if it uses any property purchased tax-free under this certificate in any manner which would not exempt the sale from tax, it becomes the user or consumer of such property, as assumes liability for and undertakes full payment of any tax due.

TERMS AND CONDITIONS OF SALES INCLUDING GUARANTY

- 1) COD sales are to be paid for in advance of delivery. On charge sales, the cutoff of billing is the last day of the month. Payment is due and to be received by the last day of the month following delivery. Payments not received by the last day of the month are past due. All past due accounts are subject to a minimum maintenance fee of \$9.50/month. All accounts not paid in accordance with the terms and conditions of sale shall also be subject to interest at the rate of 1-1/2% per month (18% per annum) or the maximum lawful rate, whichever is higher. Past due accounts are also subject to a monthly late charge fee. Payments received shall be applied first to interest, then to principle of the oldest outstanding invoices. A copy of or facsimile of this document shall be deemed an original for all purposes.
- 2) The Applicant/Customer/Contractor agrees to pay by check on the appropriate due date and recognizes that all pricing has been discounted accordingly. If the customer wishes to alter these terms, and pay by an alternative method, then a Courtesy Fee may be applied to be able to accommodate this.
- 3) Any disputed item, charge, term or provision of Gulfside Supply, Inc. DBA Gulfeagle Supply's ("Gulfeagle Supply") printed invoice or statement, or claim of damage, material defect or shortage, must be made in writing by the Applicant/Customer/Contractor and sent to Gulfeagle Supply, 2900 E. 7th Ave, Ste. 200, Tampa, FL 33605, Attn: Director of Financial Services, via Certified Mail within ten (10) days of date of invoice in order to be considered a timely and/or reasonable claim. Gulfeagle Supply does not guarantee or warrant any specific delivery times or dates. Any claim on a CODS sale must be made in writing, as previously stated, within 48 hours of date of delivery.
- 4) Gulfeagle Supply makes no warranties, implied or otherwise, and hereby disclaims all warranties of fitness for any particular purpose or merchantability. Some goods sold by Gulfeagle Supply contain manufacturer's warranties or guarantees; other than these, all goods are sold "as is".
- 5) Unless express and specific written directions are given to Gulfeagle Supply to the contrary, via Certified Mail as set forth in Paragraph 3 above, Applicant/Customer/Contractor specifically agrees that all employees, office or jobsite personnel, users of the account and or apparent agents of the Applicant/Customer/Contractor shall be authorized to make purchases on the account, and/or accept material deliveries, for which Applicant/Customer/Contractor is responsible.
- 6) In the event of a legal dispute may arise, the unsuccessful claimant agrees to pay the prevailing defendant's attorney's fees.
- 7) In consideration of any extension of credit by Gulfeagle Supply should any indebtedness not be paid in accordance with the terms of credit, the undersigned Applicant/Customer/Contractor agrees to pay court costs, costs of collection, the greater of 33-1/3% of the account balance or court awarded attorney's fees including for appeals and does hereby waive notice of presentment and notice of default and stipulates to venue in the county and state of Gulfeagle Supply's choice including but not limited to Tampa, Hillsborough County, Florida. Applicant/Customer/Contractor waives the right to jury trial in any action related to Applicant/Customer/Contractor's account or purchases.
- 8) The Applicant/Customer/Contractor agrees to binding accredited arbitration in lieu of a Class Action Law suit.
- 9) The Applicant/Customer/Contractor agrees to notify Gulfeagle Supply in writing via Certified Mail as set forth in Paragraph 3 within seven (7) days of any change in ownership of form of Applicant/Customer/Contractor's business or credit is suspended. In the event notice is not given, the responsibility for payment remains with the entity and or individual(s) that credit is granted to, as shown on this application.
- 10) Gulfeagle Supply reserves the right to request additional financial information, including financial statements, from Applicant/Customer/Contractor or credit agencies at any time as a condition precedent to additional sales.
- 11) It is agreed that job accounts may be set up as necessary by Gulfeagle Supply to which all terms of sale and conditions of sale and extension or credit shall apply. In addition, job accounts are subject to a job account set-up charge.
- 12) Notice to Owner or preliminary notice will be sent by Gulfeagle Supply on all job accounts or when deemed necessary.
- 13) Gulfeagle Supply reserves the right to stop shipments on any account due to Applicant/Customer/Contractor's failure to comply with all terms and conditions of sale.
- 14) No payments due Gulfeagle Supply shall be subject to any offset of claim, but shall be paid to Gulfeagle Supply when due, regardless of any claim or dispute. Any action against Gulfeagle Supply shall be brought solely in Hillsborough County.
- 15) Gulfeagle Supply's trucks may weight over 10 tons which can cause damages to driveways, sidewalks, pipes, septic systems, ruts in lawns etc. With this knowledge, the Applicant/Customer/Contractor takes full responsibility in the event of any damages resulting from delivery. Gulfeagle Supply also assumes no extended liability for damages incurred after material delivery, including claims for mold or environmental claims. Further, the Applicant/Customer/Contractor warrants that he has advised his customer of the possibility of such damages and neither will hold Gulfeagle Supply responsible in the event of loss. Gulfeagle Supply does not assume any responsibility for damages whatsoever. All deliveries are subject to a delivery charge and fuel surcharge which is in addition to the quoted price.
- 16) All material returned for refund is subject to a restocking fee of up to 25%. All special order materials are NOT returnable or non-refundable.
- 17) In the event that Applicant/Customer/Contractor does not have a representative on a jobsite, Applicant/Customer/Contractor accepts responsibility for the correctness of the material count as shown by Gulfeagle Supply on any delivery ticket and/or invoice. The Applicant/Customer/Contractor accepts responsibility for the material upon completion of the delivery. Delivery of material with or without signed delivery ticket shall constitute purchase and delivery of merchandise.
- 18) The undersigned Applicant/Customer/Contractor does hereby authorize their bank to release any information regarding account balances and credit history to Gulfeagle Supply. We also authorize Gulfeagle Supply to obtain any credit information from any other information provider as needed.
- 19) For and in specific additional consideration received, the undersigned hereby agrees to indemnify and save harmless Gulfeagle Supply, their agents, servants and the employees from any and all loss or expense (including costs and attorney's fees) by reason of liability imposed upon Gulfeagle Supply for damages not to exceed \$5 million dollars, including personal injury or death, at any time resulting therein, sustained by any person or on an account of damage to property, including loss of use thereof, whether caused by or contributed by Gulfeagle Supply, its agents, servants, employees or others arising from the delivery and placement of materials being delivered. Further, the Applicant/Customer/Contractor warrants that he has advised his customer of the possibility of said damages and neither will hold Gulfeagle Supply responsible in the event of a loss or expense. The Applicant/Customer/Contractor agrees that this provision is reasonable with regard to this agreement.
- 20) The Applicant/Customer/Contractor shall furnish any/all free-fall protection as may be required by OSHA and shall bear the responsibility of same.
- 21) This application contains the entire agreement between parties hereto and supersedes any prior agreements or understandings between them, it may not be amended or modified except by written instrument including additional consideration signed by Gulfeagle's President or CEO or on behalf of all affected parties or their successors-in-interest. There shall be no oral amendment(s) to the terms, conditions and guaranty in this contract. If any part of this contract is judicially determined invalid, all other portions remain intact.

I/We represent that I/We have read these terms and conditions and I/We are authorized to accept them for Applicant and as Guarantor(s) of the account, and I/We further represent that all facts contained herein are truthful to the best of my/our knowledge and all goods charged to this account will be for commercial use with the intent to earn profit. I/We understand if Applicant is granted credit, in consideration of the foregoing terms and for value received, I/We (individually, jointly and severally) guarantee the payments by the Applicant and the payment of all sums that become due hereunder and for all additional purchases as Guarantor(s) on the account. The undersigned waives notice of acceptance of this guaranty and notice of any default by said Applicant. This shall be a continuing guaranty and shall not be affected by any extension of time, payments, increased credit limit, oral representation, modifications, or additions to this agreement, with or without consent of the guarantor. A Corporate title after my/our signature is not intended to negate my/our individual, joint and several guaranty for credit extended to Applicant and my/our signature is both in a representative and individual capacity.

Signature of Applicant/Guarantor: _____ Date: _____

Signature of Applicant/Guarantor: _____ Date: _____

Signature of Applicant/Guarantor: _____ Date: _____

IMPORTANT NOTICE

The above information is a basis for extending credit to your concern. No application will be considered unless all blanks (where applicable) are filled in and signed. By completion of this application, the Applicant understands that this is an application for the extension of credit to be considered by Gulfeagle Supply.