



CREDIT APPLICATION

COMPANY INFORMATION

Company Name: _____ Dun & Bradstreet Number: _____
 Address: _____ City: _____ State: _____ Zip: _____
 Billing Address: _____ City: _____ State: _____ Zip: _____
 Phone: _____ Fax: _____ E-Mail: _____
 PACA License Number: _____ State License Number: _____ Federal ID Number: _____
 Type of Business: Corporation (List Officers) Partnership (List Partners) Proprietorship (List Owners & SS #)

BANK REFERENCE

Bank: _____ Account Number(s): _____
 Address: _____ City: _____ State: _____ Zip: _____
 Bank Contact: _____
 Phone: _____ Fax: _____ E-Mail: _____

TRADE REFERENCES

(1) Company Name: _____ Phone: _____ Fax: _____
 (2) Company Name: _____ Phone: _____ Fax: _____
 (3) Company Name: _____ Phone: _____ Fax: _____

FINANCIAL STATEMENT

Financial Statement Dated _____, 20____ is attached - or - detailed below. Tax Returns are acceptable.

Assets:	Liabilities & Equity:
Cash: _____	Accounts Payable: _____
A/R: _____	Notes Payable: _____
Inventory: _____	Other Liabilities: _____
Other Assets: _____	Owner's Equity: _____
Total Assets: _____	Total Liabilities & Equity: _____
Annual Sales: _____	Annual Net Income (Loss): _____

The undersigned make this application to NYC TROPICAL HOUSE INC, the names of which are located at either the websites listed below (collectively, the "Seller"), for extension of credit and hereby authorize the bank named above to release the banking information for our company. The applicant understands the information furnished in this application will form a basis for credit extension and, accordingly, warrants that the information is true, correct, and current. If credit is extended, the applicant agrees to abide by the terms and conditions as stated on the invoice and to reimburse the Seller for reasonable attorney's fees, court costs, and collection costs incurred by the Seller resulting from breach of the terms and conditions of sales and credit extended with product sold to the applicant. In addition, applicant agrees to pay Seller interest on all past-due balances in an amount equal to the lesser of 1.5 percent per month and the maximum interest rate allowable by law. All information received will be strictly confidential.

APPLICANT SIGNATURE: _____ DATE: _____
 PRINT NAME / TITLE: _____



PACA TERM AGREEMENT

Under the PACA regulations, payment is due 10 days after the date of acceptance, unless we agree to other terms in writing prior to the transactions. NYC TROPICAL HOUSE, INC, the names of which are located at either the websites listed below (collectively, the "NYC TROPICAL HOUSE INC,") consider 10 days to be too restrictive for our relationship. Instead, the NYC TROPICAL HOUSE, INC, are extending this payment term to **21 Days** on all transactions and for services provided to the customer listed below (the "Customer").

If payment is not timely received, the Customer shall pay to the NYC TROPICAL HOUSE, INC interest on all past-due balances in an amount equal to the lesser of 1.5 percent per month and the maximum interest rate allowable by law. If NYC TROPICAL HOUSE, INC hire attorneys to enforce their rights, resolve disputes, or collect any amounts due, then the Customer shall pay to the NYC TROPICAL HOUSE, INC all of the NYC TROPICAL HOUSE, INC.'s reasonable attorneys' fees, costs and expenses. Interest, attorneys' fees, costs and expenses are sums owing in connection with the agreements or transactions.

Customer may accept this agreement's terms by signing this agreement and returning a signed copy to the NYC TROPICAL HOUSE, INC by email or fax, or after receipt of this agreement, by purchasing any products or services from NYC TROPICAL HOUSE INC.

Thank you for your immediate attention to this matter. Please contact us if you have any questions.

Accepted and Agreed: [Customer Legal Name]

Signature:

Print Name:

Print Title:

Date:



PERSONAL GUARANTEE AGREEMENT

In order to induce the NYC TROPICAL HOUSE INC the names of which are located at either the websites listed below (collectively, the NYC TROPICAL HOUSE INC"), to grant credit to engage in transactions with _____ (the "Customer"), I agree to the terms and conditions set forth in the **CREDIT APPLICATION**. If credit is granted, I agree to be responsible for full payment of Customer's account to NYC TROPICAL HOUSE INC.

In consideration for NYC TROPICAL HOUSE INC extension of credit to Customer at my request, I personally guarantee payment of all of Customer's obligation to the NYC TROPICAL HOUSE INC now due and owing or which may become due and owing to the NYC TROPICAL HOUSE INC from Customer. Each of the undersigned agree(s) that the liability for all sums guaranteed is joint and several as to each. Liability of the undersigned will not be affected or prejudiced by the additional acceptance of a note or evidence of indebtedness, the extension of time, payment or credit arrangements or other indulgence granted to Customer, or by any agreement affecting said indebtedness, and the undersigned Customer(s) hereby waive(s) notice of all of the aforesaid.

The filing of suit or use of collection or legal remedies against the Customer is not be a condition precedent of the enforcement of this guarantee and the undersigned hereby waive(s) demand, presentment for payment, protest, notice of protest and/or diligence. This personal guarantee shall continue until the NYC TROPICAL HOUSE INC have received actual written notice of termination executed by the undersigned as to accounts and amounts then owing to NYC TROPICAL HOUSE INC by Customer.

In the event that NYC TROPICAL HOUSE INC initiate a lawsuit to enforce the terms of this guarantee, the undersigned hereby agree(s) to pay all reasonable collection costs, attorney's fees and court costs incurred in enforcing collection of Customer's account. In addition, the undersigned agree(s) to interest at the lesser of 1.5 percent per month and the maximum interest rate allowable by law.

IN WITNESS WHEREOF, the undersigned **GUARANTOR (S)** have executed this guarantee on the _____ day of _____ (month), 20__.

Guarantor's Signature

Witness Signature

Print Name

Address

City/State/Zip