



This form is only for applicants in **NORTH AMERICA.**

**PLEASE SUBMIT APPLICATION TO:**

Email: jsavery@esmeraldafarms.com

Fax: 305.629.6429

## BANK REFERENCE

### SECTION I: APPLICANT TO COMPLETE SECTION 1 ONLY

In connection with our application for credit, I authorize you to furnish ESMERALDA FARMS the information requested below. Your response is solely a matter of courtesy for which no responsibility is attached to your institution or any of your officers.

Name \_\_\_\_\_ Title \_\_\_\_\_  
(Please Print)

Signature \_\_\_\_\_ Date \_\_\_\_\_

### SECTION II: TO BE COMPLETED BY FINANCIAL INSTITUTION

REF \_\_\_\_\_ Account No. \_\_\_\_\_

The above-named company has given your bank as a credit reference. In strict confidence and for credit purposes only, please answer the following questions. We have enclosed a stamped, self-addressed envelope for your use. Thank you for your cooperation.

ESMERALDA FARMS

#### COMMERCIAL CHECKING ACCOUNT:

Date Account Opened \_\_\_\_\_ Average Balance: \_\_\_ Low \_\_\_ Medium \_\_\_ High No. of Digits \_\_\_\_\_

#### OVERDRAFT HISTORY:

No. of Insufficient Fund Checks in Past 12 Months \_\_\_\_\_ Is Account Satisfactory? \_\_\_ Yes \_\_\_ No

#### COMMERCIAL SAVINGS ACCOUNT:

Date Account Opened \_\_\_\_\_ Amount Due \_\_\_\_\_

#### LOANS OUTSTANDING:

Date Opened \_\_\_\_\_ Amount Due \_\_\_\_\_

Payment Trends \_\_\_\_\_ Is Account Satisfactory? \_\_\_ Yes \_\_\_ No

Completed By \_\_\_\_\_ Title \_\_\_\_\_  
(Please Print)

Signature \_\_\_\_\_ Date \_\_\_\_\_



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### CREDIT REFERENCE

Company Name \_\_\_\_\_ Date \_\_\_\_\_

Division of, D/B/A or A/K/A \_\_\_\_\_

Street Address \_\_\_\_\_ Telephone \_\_\_\_\_

Mailing Address \_\_\_\_\_ Fax \_\_\_\_\_

Company Structure: \_\_\_\_ Corporation \_\_\_\_ Partnership \_\_\_\_ Proprietorship

Date Business Started \_\_\_\_\_ Do you have another business within this trade? \_\_\_\_ Yes \_\_\_\_ No

Name \_\_\_\_\_ Location \_\_\_\_\_

Responsible Parties (Owners, Partners, Officers):

Name	Title	Home Address	Home Phone	Social Security No.

Accounts Payable Contact \_\_\_\_\_ Telephone \_\_\_\_\_

Amount of Credit Requested \_\_\_\_\_ Sales Tax No. \_\_\_\_\_

Occupational License No. \_\_\_\_\_ Federal ID No. \_\_\_\_\_

Has the company ever filed for bankruptcy? \_\_\_\_ Yes \_\_\_\_ No

If so, which state, under what name and in what year? \_\_\_\_\_

**COMPANY BANK REFERENCE:**

Name \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_ Acct. No. \_\_\_\_\_

Authorized Signature for Bank Account \_\_\_\_\_ Contact Person \_\_\_\_\_

**TRADE REFERENCES:**

Name \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_ Contact \_\_\_\_\_

Name \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_ Contact \_\_\_\_\_

Name \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_ Contact \_\_\_\_\_

Name \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_ Contact \_\_\_\_\_

In making this application for credit, I/we hereby agree that all amounts are payable on or before the net due date as shown on each invoice, and if not paid on or before said date, are then delinquent. Further, I/we agree to pay a delinquency charge of 1-1/2% per month (18% per annum) or the maximum allowed by law, whichever is less, on any amount which becomes past due more than 15 days from the net due date appearing on each invoice and thereafter on all such delinquent amounts until paid. I/we understand that all orders will be shipped Pre-Paid until the credit is approved. I/we authorize ESMERALDA FARMS to check all business credit history along with the personal credit history of all Responsible Parties through all available sources. Notification will be given upon credit approval or denial. If credit is granted, I/we agree to the terms set forth and accept responsibility for payment of the account. I/we agree and acknowledge that ESMERALDA FARMS shall at all times retain the right to deny credit to the account at ESMERALDA FARMS' sole and absolute discretion. I/we agree, that if this account is placed for collection, to pay all costs and expenses of collection including attorney's fees. I/we further agree that any suit which arises out of this agreement may be instituted and maintained in any court of competent jurisdiction in Miami-Dade County and shall be governed by Florida Law. I/we agree that failure to enforce any of the terms set forth does not constitute a waiver of these terms in the future. By execution and delivery of this agreement, I/we hereby accept the exclusive jurisdiction of the aforesaid courts irrevocably waive to the fullest extent permitted by law, any objection which I/we may now or hereafter have to the laying of venue of any suit, action or proceedings with respect to such agreement brought in any such court, and further irrevocably waive, to the fullest extent permitted by law any claim that any such suit, action or proceedings brought in any such court has been brought in any inconvenient forum.

The person signing this application must be an owner, partner or officer.

Name \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_

**PERSONAL GUARANTEE**

In consideration of you extending credit to the above Company at my/our request, I/we, jointly and individually hereby irrevocably, absolutely and unconditionally personally guarantee the payment of all their obligations to ESMERALDA FARMS. The undersigned hereby agrees that in the event of any default by the above Company, ESMERALDA FARMS shall be entitled to proceed against the undersigned immediately for such payment without prior demand or notice. The undersigned further agrees to pay all costs and expenses of collection, including the attorney's fee incurred by ESMERALDA FARMS in the enforcement of this guaranty. I/we further agree that any suit which arises out of this agreement may be instituted and maintained in any court of competent jurisdiction in Miami-Dade County and shall be governed by Florida Law. I/we agree that failure to enforce any of the terms set forth does not constitute a waiver of these terms in the future. By execution and delivery of this agreement, I/we hereby accept the exclusive jurisdiction of the aforesaid courts and irrevocably waive, to the fullest extent permitted by law, any objection which I/we may now or hereafter have to the laying of venue of any suit, action or proceedings with respect to such agreement brought in any such court, and further irrevocable waive, to the fullest extent permitted by law, any claim that any such suit, action or proceedings brought in any such court has been brought in any inconvenient forum.

**IN GOOD FAITH:**

Guarantor \_\_\_\_\_  
(Please Print)

Signature \_\_\_\_\_

Spouse's Name \_\_\_\_\_  
(Please Print)

Signature \_\_\_\_\_

Date \_\_\_\_\_