



**APPLICATION FOR OPEN ACCOUNT**

Business Name (exact legal name) \_\_\_\_\_  
Trade Name (if any "dba") \_\_\_\_\_  
Business Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Business Phone \_\_\_\_\_ Fax \_\_\_\_\_  
Invoices: FAXED OR EMAILED (circle one) Years in business \_\_\_\_\_  
Federal ID Number \_\_\_\_\_ Accounts Payable Contact \_\_\_\_\_  
Email Address \_\_\_\_\_ PO#'s required? \_\_\_\_\_

**NAMES OF CORPORATE OFFICERS/OWNERS**

**Owner/President** \_\_\_\_\_ Home phone \_\_\_\_\_  
Home address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip code \_\_\_\_\_  
Drivers license number \_\_\_\_\_  
Social security number \_\_\_\_\_  
**Vice President** \_\_\_\_\_ Home phone \_\_\_\_\_  
Home address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip code \_\_\_\_\_  
Drivers license number \_\_\_\_\_  
Social security number \_\_\_\_\_  
**Treasurer/Secretary** \_\_\_\_\_ Home phone \_\_\_\_\_  
Home address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip code \_\_\_\_\_  
Drivers license number \_\_\_\_\_  
Social security number \_\_\_\_\_

**CREDIT REFERENCES**

Creditor	Address	Phone#	Fax#
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**BANK REFERENCES**

Financial Institution	Address	Account#	Phone#
_____	_____	_____	_____
_____	_____	_____	_____

**Open Credit Account Agreement: By signing, using, or requesting issuance of open credit by Florida Water Products, Incorporated you agree as follows:**

1. **USE OF ACCOUNT:** Account holder will be responsible for all credit extended by **FLORIDA WATER PRODUCTS, INCORPORATED** in connection with this open credit account. The account holder will pay to **FLORIDA WATER PRODUCTS, INCORPORATED** at the address designated on the periodic statement, or invoice, all drafts and obligations evidencing the credit and all extensions thereof and all service charges, when imposed, in full within the time and at the terms provided therein.

2. **ACCOUNT HOLDERS RESPONSIBILITY:** Account holder agrees to pay a service charge on delinquent accounts in the amount of 1.5% per month and agrees to be responsible for and to pay for all products sold to account holder on Net Tenth Terms unless otherwise agreed to in writing or as invoiced. **FLORIDA WATER PRODUCTS, INCORPORATED** may revoke account holders credit and reserves the right to close this account whenever they deem necessary.

Account holder understands and agrees to permit **FLORIDA WATER PRODUCTS, INCORPORATED** to conduct and investigate report and to obtain information regarding account holder's credit. Account holder hereby authorizes **FLORIDA WATER PRODUCTS, INCORPORATED** to contact third parties to obtain financial information regarding the account holder's credit capacity, general credit reputation, character and such other and further information as **FLORIDA WATER PRODUCTS, INCORPORATED** may deem necessary.

Account holder agrees to notify **FLORIDA WATER PRODUCTS, INCORPORATED** within ten days of the receipt of a statement, of any discrepancy in billing; failure to do so, obligates the account holder to pay the amount set forth in the statement in full. Account holder agrees that no refund will be permitted unless merchandise is returned within ten days of invoice/delivery and in the original sales condition.

3. **DEFAULT:** Payment is to be made in full on statements issued by **FLORIDA WATER PRODUCTS, INCORPORATED**. On any default or failure to pay, it is agreed that the account holder will pay a finance charge at a periodic of 1/5% per month/annual percentage rate of 18% applied to the "previous unpaid balance." If not paid in full, **FLORIDA WATER PRODUCTS, INCORPORATED** may declare any unpaid balances immediately due and payable. In addition, account holder agrees to pay all costs of collection including but not limited to the prejudgment interest, attorney's fees, and court costs.

4. **RETURNED CHECKS:** There will be a charge of \$25.00 per returned check payment. This charge is pursuant to the Florida Statute 68.065.

5. **ENFORCEMENT:** This agreement is binding on the account holder, the account holder's heirs if any, representatives, successors in interest, and assigns.

\_\_\_\_\_  
**OWNER/CORP. OFFICER'S SIGNATURE**

\_\_\_\_\_  
**DATED**

\_\_\_\_\_  
**PRINTED NAME ABOVE**



**GUARANTEE OF ACCOUNT:**

In consideration of and as an inducement for the granting of an open credit account to \_\_\_\_\_(Company Name), I, \_\_\_\_\_ (Owner), whose residence mailing address is \_\_\_\_\_ hereby guarantee to **FLORIDA WATER PRODUCTS, INCORPORATED** its successors and assigns, the full and prompt payment of all monies due on the open credit account for \_\_\_\_\_,(Company Name), including but not limited to, the account stated amount, finance charges, and collection expenses including reasonable attorney's fees and court costs.

This Guarantee of open account credit is an absolute and unconditional guarantee of payment and of performance. It shall be enforceable against Guarantor, its successors and assigns, without the necessity for any suit or proceedings on **FLORIDA WATER PRODUCTS, INCORPORATED** part of any kind or nature whatsoever against the account holder, its successors and assigns, and without the necessity of any notice of non-payment, non-performance or non-observance or any notice of acceptance of this Guarantee of Open Credit Account or of any notice or demand to which Guarantor might otherwise be entitled, all of which Guarantor hereby expressly waives; and Guarantor hereunder shall in no manner be terminated, affected or impaired by any reason of the assertion or the failure to assert by **FLORIDA WATER PRODUCTS, INCORPORATED** against the account holder, its successors or assigns.

The undersigned consents to the personal jurisdiction of the state and federal courts located in the State of Florida in connection with any controversy involving or related to this Guarantee, waives any argument that venue in such forums is not convenient, and agrees that any litigation in connection with this Guarantee shall be venued in the state or federal court sitting in Hillsborough County, Florida. The undersigned knowingly, voluntarily and intentionally waives this right to trial by jury in any judicial proceeding involving, directly or indirectly, any matter (whether sounding in tort, contract or otherwise) in any way arising out of, related to, or connected with this Guarantee.

This Guarantee is unlimited in amount and is a continuing, indivisible, and cumulative guarantee. Revocation of this Guarantee shall be effective as of ten (10) days from the receipt of written notice of revocation sent by the undersigned by registered mail to **FLORIDA WATER PRODUCTS, INC.**, Attn: Credit Dept., 5069 Savarese Circle, Tampa, FL 33634, provided that the liability of the undersigned shall continue with respect to any obligation of the Applicant incurred prior to the effective date of such revocation.

**IN WITNESS WHEREOF**, Guarantor has executed this Guarantee of Open Credit Account on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**GUARANTOR:**

**SIGNED IN THE PRESENCE OF:**

\_\_\_\_\_  
**Guarantor signature** (owner/corp. officer)

\_\_\_\_\_  
**Witness signature**

\_\_\_\_\_  
Printed name above

\_\_\_\_\_  
Print witness name

\_\_\_\_\_  
Residential Address

\_\_\_\_\_  
Residential Address

\_\_\_\_\_  
Spouse's signature (required)

\_\_\_\_\_  
Phone number

\_\_\_\_\_  
Printed name above

**AUTHORIZATION TO RELEASE INFORMATION**

The undersigned hereby consent(s) to Florida Water Products, Incorporated's use of a non-business consumer credit report on the undersigned in order to further evaluate the credit worthiness of the undersigned as principal(s), proprietor(s), and/or guarantor(s) in connection with the extension of business credit as contemplated by this credit application. The undersigned hereby authorize(s) Florida Water Products, Incorporated to utilize a consumer credit report on the undersigned from time to time in connection with the extension or continuation of the business credit represented by this credit application. The undersigned as [an] individual(s) hereby knowingly consent to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15 U.S.C. @ 1681 et seq..

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_