



Air Conditioning, Refrigeration Equipment and Supplies. Wholesale only.



**WEST**

7360 N.W. 58 Street  
Miami, Florida 33166  
Tel: (305) 477-9675  
Fax: (305) 477-2408

**MIAMI**

3701 N.W. 51 Street  
Miami, Florida 33142  
Tel: (305) 633-1535  
Fax: (305) 633-6438

**SOUTH**

8884 S.W. 129 Street  
Miami, Florida 33176  
Tel: (305) 251-9675  
Fax: (305) 252-1629

**NORTH**

27 N.E. 179 Street  
Miami, Florida 33162  
Tel: (305) 652-3331  
Fax: (305) 653-6528

**BROWARD**

2601-A Gateway Drive  
Pompano Beach, Florida 33069  
Pompano: (954) 968-1010  
Fax: (954) 968-1019

**WEST PALM BEACH**

1685 Florida Mango Rd. N.  
West Palm Beach, Florida 33409  
Tel: (561) 689-8075  
Fax: (561) 689-8265

**CREDIT APPLICATION**

NAME \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

\_\_\_\_\_

BILLING ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE: ( ) \_\_\_\_\_ FAX: ( ) \_\_\_\_\_

ACCOUNTS PAYABLES CONTACT: **NAME:** \_\_\_\_\_

CERTIFICATE OF COMPETENCY No. : **ATTACH COPY** STATE \_\_\_\_\_ COUNTY \_\_\_\_\_

DATE & STATE OF INCORPORATION: \_\_\_\_\_

CORPORATE CHARTER # \_\_\_\_\_ EMPLOYER ID. # \_\_\_\_\_

TRADING COUNTIES: \_\_\_\_\_

YEARS & KIND OF BUSINESS: \_\_\_\_\_

CORPORATION

PARTNERSHIP

INDV. OWNER

BUSINESS PHOTO **YES**

**NO**

**PRINCIPALS/OFFICERS:**

NAME	TITLE	FULL HOME ADDRESS	HOME PHONE

DO YOU USE PURCHASE ORDERS?: \_\_\_\_\_

WILL YOU PAY SALES TAX? \_\_\_\_\_ (IF NO, PLEASE ATTACH CERTIFICATE OF RESALE)

**FACILITIES:**

TYPE OF BUILDING: \_\_\_\_\_ YEARS CONSTRUCTED \_\_\_\_\_ WAREHOUSE?  YES  NO - TOTAL SQ. FT.: \_\_\_\_\_

LOCATION \_\_\_\_\_ HIGHLY VISIBLE? \_\_\_\_\_ SALES DISPLAY AREA? \_\_\_\_\_

NUMBER OF TRUCKS \_\_\_\_\_ NUMBER OF EMPLOYEES \_\_\_\_\_ UNION \_\_\_\_\_

ANY OTHER PLACE(S) OF BUSINESS? \_\_\_\_\_

GENERAL COMMENTS OF PHYSICAL PLANT & EQUIPMENT: \_\_\_\_\_

\_\_\_\_\_

IDENTIFIED WITH \_\_\_\_\_ ON BUILDING \_\_\_\_\_ ON TRUCKS \_\_\_\_\_

\_\_\_\_\_

# PERSONAL GUARANTY

FOR AND IN CONSIDERATION, of Refricenter, Inc. Including any successors in interest, affiliated companies, subsidiaries, and/or Assigns (Hereinafter "CREDITOR"), extending at your request, an Open Account Credit Agreement to \_\_\_\_\_

(Hereinafter "Buyer"), the following named person or (Print name of Buyer) persons (hereinafter "GUARANTOR"): \_\_\_\_\_

I/We Guaranty to CREDITOR the payment of all monies now or hereinafter-due CREDITOR from BUYER under the following terms and conditions:

1. GUARANTORS personally, jointly, and severally guarantee to CREDITOR the prompt, punctual, and full payment as directed by CREDITOR either verbally and/ or in writing.
2. If BUYER fails to pay CREDITOR any sum invoiced by CREDITOR, GUARANTORS agree to bind themselves to pay CREDITOR on demand any sum, which may become due to CREDITOR by the BUYER. The obligations of GUARANTORS shall, at the election of CREDITOR, be primary and not necessarily secondary to the obligations of BUYER, and CREDITOR shall not be required to exhaust its remedies against BUYER prior to enforcing its rights under this Personal Guaranty against the GUARANTORS. It is understood that this Personal Guaranty shall be a continuing and irrevocable guaranty for such indebtedness of the BUYER to CREDITOR.
3. GUARANTORS waive notice of default, non-payment, and notice thereof, and consent to any modification or renewal of the Open Account Credit Agreement ("AGREEMENT") between CREDITOR and BUYER and guaranteed by this Personal Guaranty. GUARANTORS further waive all surety ship defenses or defenses in the nature thereof, generally. GUARANTORS shall not assign or delegate its rights and obligations herein without the prior written approval of CREDITOR. CREDITOR may assign, transfer or delegate its rights under this Personal Guaranty, to any party, at any time, without notice to GUARANTOR or BUYER.
4. In the event that it becomes necessary to place any account guaranteed by this Personal Guaranty with an attorney and/ or third parties for the collection of any unpaid balances, GUARANTOR agrees to pay all costs of collection, including pre-judgment reasonable attorney fees, collection costs, interest, post judgment attorney fees, interest, collection costs and all costs and fees related to any appellate proceedings, if applicable.
5. GUARANTORS agree that this Personal Guaranty shall be deemed to have been made in the United States in the State of Florida and shall be construed and enforced in accordance with, and the laws of the State of Florida hereof shall govern the validity and performance, without reference to principles of conflicts of laws thereof. To the fullest extent permitted by law, GUARANTORS consent to submit to the jurisdiction of the courts of or for the State of Florida in connection with any action or proceeding arising from or related to this Personal Guaranty. The venue for all suits, counterclaims, causes of actions and/ or legal proceedings arising from or related to this Personal Guaranty shall be instituted and maintained, at CREDITOR'S discretion, in any court of competent jurisdiction in Broward, Miami-Dade, Palm Beach, or Martin Counties, in the State of Florida.
6. This Personal Guaranty shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives.
7. CREDITOR AND THE GUARANTORS KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY SUIT, ACTION, PROCEEDING, OR COUNTERCLAIM CONCERNING ANY RIGHTS UNDER THIS PERSONAL GUARANTY, ANY RELATED DOCUMENT OR UNDER ANY OTHER DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH, OR ARISING FROM ANY RELATIONSHIP EXISTING IN CONNECTION WITH THIS PERSONAL GUARANTY AND AGREE THAT ANY SUCH SUIT, ACTION, PROCEEDING, OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR CREDITOR TO ENTER INTO THIS PERSONAL GUARANTY.
8. THE UNDERSIGNED GUARANTORS, RECOGNIZING THAT HIS AND/OR HER INDIVIDUAL CREDIT HISTORY MAY BE A NECESSARY FACTOR IN THE EVALUATION OF THIS GUARANTEE, HEREBY CONSENTS TO AND AUTHORIZES THE USE OF A CONSUMER CREDIT REPORT OR CONSUMER CREDIT REPORTS ON THE UNDERSIGNED, BY CREDITOR, AND FROM TIME TO TIME AS MAY BE NEEDED, IN THE CREDIT EVALUATION PROCESS.

9. GUARANTOR acknowledges receipt of the following notice:

**Notice:** The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, age, sex, or marital status, the fact that all or part of the applicant's income is derived from a public assistance program, or the fact that the applicant has in good faith exercised any right under the Consumer Protection Act. The Federal Agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Pennsylvania and 6th Street, N.W., Washington, DC 20580

Signed \_\_\_\_\_  
(GUARANTOR / INDIVIDUALLY)

Social Security \_\_\_\_\_ (L.S.)

D.L. # \_\_\_\_\_

Signed \_\_\_\_\_  
(GUARANTOR / INDIVIDUALLY)

Social Security \_\_\_\_\_ (L.S.)

D.L. # \_\_\_\_\_

Signed \_\_\_\_\_  
(GUARANTOR / INDIVIDUALLY)

Social Security \_\_\_\_\_ (L.S.)

D.L. # \_\_\_\_\_

Signed \_\_\_\_\_  
(GUARANTOR / INDIVIDUALLY)

Social Security \_\_\_\_\_ (L.S.)

D.L. # \_\_\_\_\_

STATE OF FLORIDA, COUNTY OF \_\_\_\_\_

THE FOREGOING INSTRUMENT was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ by \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_ who is personally known to me, or who produced a \_\_\_\_\_ for identification, and who executed the above document for the purposes therein set forth.

My Commission Expires: \_\_\_\_\_

Print Name: \_\_\_\_\_ NOTARY PUBLIC

