



Gulfshore Trucking LLC
12165 Metro Parkway #7
Fort Myers, FL 33966
Phone: 239-288-7140
Fax: 239-288-7282

BUSINESS CREDIT APPLICATION AND AGREEMENT

Thank you for your interest in obtaining a credit account with **Gulfshore Trucking LLC**. We are glad you chose our company to conduct business. We offer you the opportunity to obtain an open account with our company. Please know that we are not a lending institution and want to provide only a convenience credit.

Please fill out all of the pages that follow completely including references and banking information. Once this Business Credit Application and Agreement has been completed it will be submitted for processing. Please be sure to fill everything out completely.

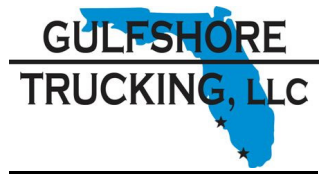
We look forward to working together. Should you have any questions please call our office at the above number.

Sincerely,

Terra Anderson

President

**GULFSHORE
TRUCKING, LLC**



BUSINESS CREDIT APPLICATION

- 1. Company Name: _____
- 2. Physical Address: _____
- 3. Billing Address: _____
- 4. Main Office Phone: _____ Main Office Fax: _____
- 5. Subsidiary of: _____
- 6. Organization of Business: Proprietorship Partnership Corporation LLC
- 7. Type of Business: _____ Years In Business: _____
- 8. Federal I.D. Number: _____
- 9. Who authorizes payment of invoices: _____
- 10. Primary Contact(s):
 - Primary Contact: _____ Phone: _____ Email: _____
 - Accounting: _____ Phone: _____ Email: _____
 - Other: _____ Phone: _____ Email: _____
- 11. Prefer Invoices sent via: Email _____ Fax Mailed
- 12. Expected Monthly Credit Requirements \$ _____ **Terms are Net 30** initial _____
- 13. Credit/Trade References:

Name: _____ Account No.: _____
Address: _____
Phone No.: _____ Fax No.: _____

Name: _____ Account No.: _____
City, State, Zip: _____
Phone No.: _____ Fax No.: _____

Name: _____ Account No.: _____
City, State, Zip: _____
Phone No.: _____ Fax No.: _____

[Signatures intentionally appear on the following page]

I CERTIFY THE INFORMATION ABOVE IS CORRECT AND AUTHORIZE REFERENCES TO RELEASE ANY ACCOUNT INFORMATION REQUESTED. I AGREE TO ABIDE BY ALL THE TERMS AND CONDITIONS INCLUDED IN THE CREDIT APPLICATION ON PAGE FOUR.

COMPANY NAME

DATE

SIGNATURE/NAME PRINTED/TITLE

CREDIT APPLICATION AGREEMENT

This Credit Application Agreement (the "Agreement") is entered into this ____ day of _____, 20__ between _____ (hereinafter, "CUSTOMER") and Gulfshore Trucking LLC (hereinafter, "Gulfshore") for the purpose of establishing a business credit account is set forth as follows:

I. CUSTOMER REPRESENTATIONS

A. Credit will be extended by Gulfshore to CUSTOMER based on the information in this Agreement. CUSTOMER represents and warrants to Gulfshore that all information and/or financial documents provided Gulfshore are true and correct. CUSTOMER represents to Gulfshore that it is solvent as of the date of this Agreement, and that any financial statement attached accurately reflects the present financial condition of CUSTOMER.

B. CUSTOMER expressly authorizes Gulfshore to check CUSTOMER's credit background and history. This may include obtaining a credit report from a credit reporting agency, requesting information from your bank, or inquiring directly with your creditors.

II. OPEN CREDIT ACCOUNT

A. Gulfshore reserves the right to approve or disapprove any request for extension of credit in its sole discretion. The amount of credit extended to CUSTOMER will be determined by Gulfshore and may vary from time to time. CUSTOMER waives notice of any change in CUSTOMER's credit limit. CUSTOMER understands that Gulfshore may cancel credit at any time without notice.

III. OPEN ACCOUNT PAYMENT TERMS

A. In the event credit is extended, CUSTOMER shall pay all invoices when due and pay interest on overdue accounts as recorded on Gulfshore Invoices, and acknowledges that Gulfshore may change such conditions from time to time. Standard payment terms are 30 days for all businesses, unless agreed to in writing and signed by Gulfshore.

IV. DEFAULT

A. All accounts which are 31 days past due will be considered delinquent and subject to review of credit privilege. All sums past due shall bear a late charge of 1.5% per month (18% per annum) until paid in full. In addition, CUSTOMER agrees to reimburse Gulfshore for any collection agency fees, expenses, costs, and attorney's fees incurred or expended by Gulfshore in enforcing any of its rights hereunder and/or collecting any past due sums.

B. CUSTOMER understands that a \$40.00 fee will be assessed on any received checks that are returned by the bank because of insufficient funds.

C. CUSTOMER agrees that Gulfshore may suspend any and all services as the result of CUSTOMER's untimely payment or performance, and/or CUSTOMER's failure to abide by the conditions of the invoice or this agreement.

D. All disputes must be submitted to Gulfshore, in writing, no later than 10 days following the date of billing. Any billing not challenged by CUSTOMER within 10 days will be deemed accepted and it is agreed the billing shall not be subject to dispute by CUSTOMER.

V. **GOVERNING LAW AND VENUE**

A. TO THE EXTENT PERMITTED BY LAW, GULFSHORE AND CUSTOMER AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH GULFSHORE'S EXTENSION OF CREDIT TO CUSTOMER SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN THE STATE OF FLORIDA, VENUE IN LEE COUNTY, FLORIDA, OR AT THE SOLE DISCRETION OF GULFSHORE, IN ANY OTHER COURT IN WHICH GULFSHORE SHALL INITIATE LEGAL OR EQUITABLE PROCEEDINGS AND WHICH HAS SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY. CUSTOMER WAIVES ANY RIGHT IT MAY HAVE TO ASSERT LACK OF PERSONAM JURISDICTION, THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE (OR TO SEEK TO TRANSFER VENUE) TO THE EXTENT ANY ACTION OR PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION.

B. Gulfshore and CUSTOMER agree that should any conflict or litigation arise between the parties to this Agreement, the prevailing party shall be awarded reasonable attorney fees and court costs.

VI. **MISCELLANEOUS**

A. If any one or more of the above terms becomes invalid or illegal in any respect, such terms or terms shall be waived and the validity, legality and enforceability of the remaining terms shall not be affected.

B. This Agreement, together with any attached documents and invoices, constitutes and expresses the entire agreement of the parties and may not be modified or amended except in writing and executed by a Gulfshore officer and CUSTOMER.

"CUSTOMER"

Gulfshore Trucking LLC
"Gulfshore"

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____



AUTHORIZATION TO SIGN ON ACCOUNT

Please list all authorized personnel to sign on account.

Account Name: _____

1. _____

2. _____

3. _____

4. _____

5. _____

Signature: _____ Date: _____