

ACCOUNT APPLICATION & PERSONAL GUARANTEE

MANNY’S ENTERPRISE, INC.
306 International Parkway
Sunrise, Florida 33325

Phone (954) 472-4008

Legal Business Name: _____ Trade Name (D/B/A): _____
Billing Address: _____
Shipping Address: _____
Phone: _____ Cell: _____ Corporation Partnership Sole Proprietorship LLC
FEIN: _____ Email: _____
Management Company: _____ Landlord Name: _____
Lease Expiration: _____ Phone #: _____ Date Business Established _____

Principals / Owners

Name: _____ Title: _____ Phone: _____
Driver’s License #: _____ State: _____ DOB: _____
Name: _____ Title: _____ Phone: _____
Driver’s License #: _____ State: _____ DOB: _____

Trade References: (Please provide 3 established seafood or meat suppliers)

Company: _____ Contact: _____ Phone: _____
Company: _____ Contact: _____ Phone: _____
Company: _____ Contact: _____ Phone: _____

Terms and Conditions

- 1) The undersigned authorizes Manny’s Enterprise Inc. (Hereinafter referred to as the “Company”) to investigate all credit history, bank references and any other information deemed necessary to extend credit.
- 2) The parties hereby acknowledge that the goods and/or services purchased from the Company are not payable in installments but payable in full.
- 3) If terms are not met within said period, a delinquency charge of 1-1/2% per month of the delinquent balance shall be added to the sum due. In the event the account is turned over for collection, the undersigned agrees to pay fees equal to 15% of the balance due plus all attendant collection/court costs and fees including reasonable attorney’s fees through appeal.
- 4) The undersigned purchaser agrees to pay the Company a service charge as defined by specific state law in the event a check is dishonored.
- 5) The undersigned agrees to notify the Company by certified mail of any change in ownership and further agrees to be liable for all purchases should the undersigned fail to comply with said notification. In the event more than one person executes this guarantee, the liabilities and obligations of the undersigned shall be joint and several and the words herein shall be read as if written in the plural. Failure to provide such notice shall constitute a material breach of this agreement, and the undersigned shall remain jointly and severally liable for all purchases made before and after such change.
- 6) The undersigned hereby consent(s) to the Company having the option to obtain, at their discretion, a non-business consumer credit report on the undersigned in order to evaluate the credit worthiness of the undersigned as a principal, proprietor, or guarantor of applicant in connection with the extension of business credit contemplated by the execution and submission of this document. The undersigned authorizes the Company to obtain additional credit reports as deemed necessary to update and evaluate account.
- 7) In the event suit must be instituted to collect, the undersigned purchaser hereby agrees that jurisdiction shall lie in the courts of the state of Florida and venue shall be proper in Broward County, Florida.
- 8) This agreement shall be binding upon and enforceable against the applicant and any successor, transferee, or entity or individual that acquires or continues the business.

PERSONAL GUARANTEE: In consideration of Manny’s Enterprise, Inc., I agree to pay all invoices according to your terms and to pay reasonable attorney fees if it becomes necessary to enforce collection. The undersigned principal owner(s) hereby personally, individually, and unconditionally guarantee(s) prompt payment of all invoices due or to become due, owing to the company. Said agreement shall have no expiration date. It is understood that this guarantee shall be a continuing and irrevocable guarantee of payment and identify for such indebtedness of the company. I do hereby waive notice of default and or nonpayment notice thereof. This guarantee shall remain in full force and effective regardless of any change in ownership, name, structure, or transfer of the business. Signers are executing this guarantee in their individual capacity and not on behalf of any entity.

Authorized Signature: _____ Authorized Signature: _____
Print Name: _____ Print Name: _____
Title: _____ Title: _____