



200 W Forsyth Street, 7th Floor / Jacksonville, FL 32202
Telephone: 904-396-5733 / Fax: 904-353-7862

COMMERCIAL CREDIT APPLICATION

Date: _____
Sales Rep: _____
Terminal: _____

Business Name _____

P. O. Box _____ Street Address _____

City _____ County _____ State _____ Zip _____

Phone Number () _____ Fax Number _____

Business is a: Corporation () F.I.D. # _____ SS # _____
LTD Partnership () Partnership () SS # _____

Date and State Incorporated _____

Primary Type of Commodity Transported () Gasoline () Chemical () Other
Estimated Monthly Credit Required \$ _____

Name and Address of Principal Officers, Owners or Partners:

Name _____ Title _____ Address _____

Name _____ Title _____ Address _____

Name _____ Title _____ Address _____

If you have ever had an account with Florida Rock & Tank Lines, Inc. before, please advise when and where: _____

Please furnish at least three (3) TRADE REFERENCES with phone numbers and addresses and at least one BANK REFERENCE:

TRADE REFERENCES

Name	Phone No.	Address
_____ () _____	_____	_____
_____ () _____	_____	_____
_____ () _____	_____	_____

BANK REFERENCES

Name	Account No.	Phone No.	Address
_____ () _____	_____	_____	_____
_____ () _____	_____	_____	_____

(The attached Credit/Sales Agreement Must Be Completed)



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CREDIT/SALES AGREEMENT

In consideration of the extension of credit by Florida Rock & Tank Lines, Inc., under its terms of sale as stated herein, the undersigned hereby agrees to its terms of sale as follows or as amended by written notice.

TRANSPORTATION GROUP CREDIT TERMS OF SALE:

Terms are net cash within fifteen (15) calendar days beginning on the day following presentation of the freight bill as authorized by Part 1320.2, CFR 49, amended. The weights of the shipper will be the absolute billing quantities. Interest will accrue at the highest rate allowed by law on past due invoices. If the account is placed in the hands of an attorney for collection, the customer shall be liable for all costs of collection, including a reasonable attorney's fee. All amounts due shall be paid to Florida Rock & Tank Lines, Inc., at the address shown or at such other address as may be furnished from time to time in writing.

The laws of the State of Florida shall govern the terms of this Agreement and the parties agree to submit to the jurisdiction of the State of Florida. Venue for settlement of any disputes arising under this Agreement, including litigation, regardless of place of payment, shall be in a forum or court, as required, of competent jurisdiction in Duval County, Florida, and the undersigned waives any venue rights he may possess and agrees that he shall not contest that Duval County, Florida, is a convenient forum. The undersigned hereby certifies that the information contained on this application is true and correct and further agrees that any changes of ownership, officers or form in which the business operates shall be made known to Florida Rock & Tank Lines, Inc., in writing mailed by certified United States mail, return receipt requested to Florida Rock & Tank Lines, Inc., Attn: Credit Department at 200 W Forsyth Street, 7th Floor, Jacksonville, Florida 32202 or said changes shall be ineffective as to Florida Rock & Tank Lines, Inc.'s enforcement of the terms of this Agreement.

This Agreement contains the entire Agreement between the parties and may not be modified or amended except in writing, signed by both parties hereto. The singular herein shall include the plural, and the masculine shall include the feminine and neuter gender, as the context requires. **It is understood the customer is responsible for all accessories.**

The undersigned authorizes Florida Rock & Tank Lines, Inc., to seek credit information from our vendors and banks.

Business Name

Signed _____

Title _____
Company Officer

Date _____



GUARANTEE AGREEMENT

In consideration of extension of credit to the business entity on this application under the terms of sale shown above in the Credit/Sales Agreement, I, the undersigned hereby fully guarantee and hold myself personally responsible for payment at maturity of the purchase price of all hauling services whether evidenced by open account, acceptance, note or otherwise, including interest thereon. I hereby waive Notice of Acceptance hereof, amounts of sale, dates of shipments or deliveries, notice of default of payment and legal proceedings against the business entity.

This is intended to be, and shall be, construed to be a continuing guarantee applying to all sales made to the business entity, and shall not be revoked by death of the guarantor, but shall remain in force until I, or my executors or administrators shall have given notice, in writing, to make no further advances on the security of this Guarantee, such notice to be mailed to Florida Rock & Tank Lines, Inc., Attn: Credit Department at 200 W Forsyth Street, 7th Floor Jacksonville, FL 32202 by certified U. S. mail, return receipt requested.

It is understood that there is no limit to my liability under this Guarantee.

Should it become necessary to place this Guarantee with an attorney or collection agency for collection, suit or other legal action, I hereby agree to pay all costs of collection including, but not limited to, a reasonable attorney's fee. The terms of this Guarantee shall be governed by the laws of the State of Florida and the undersigned agrees to submit to the jurisdiction of the State of Florida. Venue for settlement of any disputes arising under this Guarantee, including litigation, regardless of place of payment, shall be in a forum or court, as required, of competent jurisdiction in Duval County, Florida, and the undersigned waives any venue rights he may possess and agrees that he shall not contest that Duval County, Florida, is a convenient forum.

This Guarantee contains the entire agreement between the parties and may not be modified or amended except in writing and signed by both parties hereto. The singular herein shall include the plural, and the masculine shall include the feminine and neuter gender, as the context requires.

WITNESS	DATE	PERSONAL GUARANTOR SIGNATURES	SOCIAL SECURITY NUMBERS
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____