



Titan Florida LLC

455 Fairway Drive, Suite 200  
Deerfield Beach, FL 33441  
(954) 481-2800 or Fax (954) 421-0296

# APPLICATION FOR BUSINESS CREDIT AND AGREEMENT

(ORIGINAL DOCUMENT MUST BE MAILED – FAXED COPIES MAY WARRANT DENIAL OF CREDIT)

Your Sales Representative, If Known: \_\_\_\_\_

## Section I Date: \_\_\_\_\_

**Note: Failure to sign or fill out the application completely will cause delays.**

Legal business name (Applicant)			
Business street address (No P.O. boxes please)			
Business mailing address			
City		State	Zip
Years in business			
Phone ( )	Mobile Phone ( )	Fax No. ( )	Contact email address
<b>Check one</b> <input type="checkbox"/> Individual <input type="checkbox"/> MBE <input type="checkbox"/> Partnership (State of organization) _____ <input type="checkbox"/> Corporation (State of organization) _____			
Purchase Orders Required? <input type="checkbox"/> Yes <input type="checkbox"/> No	Are you tax-exempt? <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>IF YES, ATTACH TAX EXEMPTION CERTIFICATE CARD</b>	Federal ID No.
Principal Bank	Branch	Phone No. ( )	Account No.

**Attach a current, audited financial statement. If self-employed 3 years or less include 2 years of Federal Income Tax 1040 Forms.**

## Section II – Owners or Officers

Name	Title	Social Security No.	
Home address (No P.O. Boxes)	No. of Years	Home phone ( )	
Name	Title	Social Security No.	
Home address (No P.O. Boxes)	No. of Years	Home phone ( )	

## Section III

**Trade references: Please provide at least four building material references covering the number of years stated in business.**

Name	City, State	Phone No. ( )	Fax No. ( )
Name	City, State	Phone No. ( )	Fax No. ( )
Name	City, State	Phone No. ( )	Fax No. ( )
Name	City, State	Phone No. ( )	Fax No. ( )

1. Have you or any officers of the company ever done business under another name and/or in a different state? If so, name and address:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
2. Have you or any officers of the company ever filed personal or corporate bankruptcy in the last 7 years? If so, when and where?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
3. Have you or any of the officers of the company ever done business with Titan before? When and under what name?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

The person(s) signing below (must be Owner or Officer) warrants and represents that he/she has the authority to enter into this Agreement on behalf of the Applicant has read and hereby agrees that the Agreement is subject to the terms and conditions listed on the reverse side, including the personal guaranty, which are incorporated, and an integral part of this Agreement. The signature(s) below constitute the acknowledgment of receipt of the terms and conditions, and that Applicant is bound to same even if such is not returned to Titan with the signed Agreement. Applicant agrees that a facsimile or electronic copy of the signature below shall have the same legal effect as an original signature.

Applicants Signature (1)
Title
Printed Name of signer
Date of signature

Applicants Signature (2)
Title
Printed Name of signer
Date of signature

## AGREEMENT

### TERMS AND CONDITIONS

1. **BINDING AGREEMENT** – The Agreement shall be between Applicant and Titan Florida LLC, which includes ALL subsidiary and affiliated corporations, companies, partnerships, and joint ventures (hereinafter Titan). In the event of litigation, suit will be brought against Applicant by the Titan entity from which purchases were made. This Agreement shall inure to the benefit of the successors and assigns of Titan, and shall be binding upon Applicant's heirs, legatees, devisees, personal representatives, successors and assigns. As used herein, the term "Applicant" shall include the guarantors, such that the person(s) signing on the first page hereof agree to personally see payment of the debt as provided in paragraph 11 below, and all other terms and conditions contained herein.
2. **AUTHORIZATION FOR CREDIT REVIEW** – Applicant hereby authorizes Titan to obtain any and all information it deems necessary from any and all sources or references listed on this Credit Application, and from any other credit bureaus, creditors of Applicant, trade references, banks or other financial institutions to supply Titan such information as Titan deems necessary to assist it in its consideration of the Credit Application.
3. **PAYMENT TERMS** – If this Credit Application is accepted by Titan, Applicant agrees to pay in full the invoice price of all purchases now or hereafter made from Titan promptly when due according to the terms set forth on each invoice. If the total invoice price is not paid in full on or before the due date, Applicant agrees to pay a late payment charge on the unpaid delinquent balance, including amounts post judgment, which will prevail over the statutory rate, calculated at the rate of the lesser of: (a) one and one-half percent (1½%) per month, or (b) the highest rate allowed by law. If Applicant should fail to fulfill any of its obligation under this Agreement, or if Titan, in good faith deems itself insecure because the prospect of payment is impaired, or the prospect of performance of any provision of the Agreement is impaired, or if a default occurs for any other reason provided in this Agreement then Titan, at its option and without notice, may declare the entire unpaid balance owed by Applicant to be immediately due and payable, or terminate the credit privileges of Applicant under this Agreement, including refusing to sell further materials to Applicant unless the unpaid balance is paid in full or both. Should it become necessary to place this account for collection, suit or other legal proceedings, Applicant agrees to pay all costs and expenses of collection suit or other legal action, including reasonable attorney fees, and if necessary appellate attorney fees. Applicant hereby waives any and all privileges and rights which Applicant may have under Chapter 47, Florida Statutes relating to venue, as they now exist or may hereafter be amended and waive the right to trial by jury, and further, Applicant agrees that any legal action brought for collection of past-due accounts and/or action arising from this Agreement, may be brought in the court of competent jurisdiction in Broward County, Palm Beach County, Sarasota County, Hillsborough County or Orange County, Florida. The choice of venue in the five counties shall be in the sole discretion of Titan.
4. **DEFAULT** – The occurrence of any of the following events shall constitute a default under this Agreement: (a) Applicant fails to fulfill any obligation of this Agreement or to perform, or rectify the breach of, any warranty, agreement, or other undertaking by Applicant; (b) Applicant or any guarantor of Applicant's indebtedness under this Agreement, dies, terminates existence, abandons its business, becomes insolvent, bankrupt, becomes the subject of bankruptcy, receivership, insolvency, or similar proceedings, or makes an assignment for the benefit of creditors; (c) Any information or other representation now or hereafter made or furnished to Titan by Applicant's request or instruction is, or is believed in good faith by Titan to be inaccurate, incomplete, or false in any material respect; (d) Applicant violates or breaches any provision of this Agreement; (e) Any collateral that is security for Applicant's indebtedness under this Agreement is lost, damaged or destroyed, is levied upon or becomes subject to a receivership, or cannot be located within five days after demand by Titan to inspect the same; (f) Any other event which causes Titan, in good faith, to deem itself insecure or to believe that the prospect of performance of any provision of the Agreement by Applicant is impaired.
5. **WAIVER** – Titan may, at its option, permit Applicant to remedy any default under this Agreement without waiving the default so remedied or any other subsequent or prior default by Applicant. Applicant waives notice of default of this Agreement and waives presentment, demand, protest, and notice of dishonor as to this Agreement or any other instrument.
6. **ACCURACY OF INFORMATION** – Applicant certifies that any and all information now or hereafter supplied to Titan by Applicant, or at Applicant's request or instruction, is both accurate and complete, and Applicant will, upon request, establish the accuracy and completeness of any such information. Applicant shall promptly notify Titan of any change in such information supplied, and of any change in Applicant's residence, primary place of business or mailing address. Applicant shall promptly notify Titan by certified mail if he/she should incorporate Applicant's business at any time subsequent to the date of this application.
7. **PROVISION OF INFORMATION** – Applicant is required to provide Titan, upon request, information regarding bonding companies, general contractors, or owners, for the purpose of serving preliminary notices, claims on payment bonds, or construction liens pursuant to Chapter 713, Florida Statutes.
8. **CORPORATE AUTHORITY AND LIABILITY** – Applicant warrants and represents that it has authority to enter into this Agreement and that any person signing this Agreement has been duly authorized to execute this Agreement for and on behalf of Applicant. If Applicant is not yet a legally organized corporation, or limited liability company, Applicant acknowledges that Titan is relying upon the credit worthiness and financial ability of the owner or owners of the Applicant to discharge any and all obligations of Applicant to Titan. If Applicant, subsequent to this Application, incorporates its business, or contributes it to any other limited liability entity, the owner or owners and the entity shall be jointly and severally liable to Titan for any and all indebtedness to Titan, whether existing prior to formation or subsequently incurred. Nothing contained herein shall vitiate the personal guaranty provided in paragraph 11 hereof.
9. **ADDITIONAL PROVISIONS** – If, at the request of the Applicant, whether prior to or subsequent to the entry of this Credit Application, Titan enters into a written agreement, purchase order, shipping release or any other agreement with the Applicant to furnish materials to or on behalf of the Applicant, each a "Sales Contract", as consideration for Titan extending credit on account to Applicant for such materials furnished, all of the terms and conditions set forth herein shall be deemed to be part of and incorporated by reference into such Sales Contract and, if there is a conflict with terms and/or provisions of Sales Contract the terms contained within this Credit Application shall prevail, control and be determinative. No terms or conditions which conflict with those stated herein, whether or not contained within a Sales Contract and no written or oral agreement that purport to vary these terms and conditions shall be binding upon Titan unless hereafter set forth in a writing signed by Titan's Director of Credit. The rights and remedies of Titan stated in this Agreement are cumulative and are in addition to any other rights or remedies provided by law.
10. **PRODUCT CLAIMS – THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. ALL OTHER WARRANTIES ARE EXCLUDED, WHETHER EXPRESSED OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TITAN SHALL NOT BE LIABLE (DIRECTLY OR INDIRECTLY) UNDER ANY CIRCUMSTANCES FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR ANY OTHER TYPE OF DAMAGES ARISING OR RESULTING FROM A BREACH OF WARRANTY, OR BREACH OF CONTRACT OR ANY OTHER CLAIMS RELATING TO THE SALE, HANDLING, OR USE OF THE GOODS SOLD. TITAN'S LIABILITY HEREUNDER, AND APPLICANT'S AND/OR GUARANTOR'S SOLE AND EXCLUSIVE REMEDY HEREUNDER, EITHER FOR BREACH OF WARRANTY, BREACH OF CONTRACT, FOR NEGLIGENCE, OR FOR ANY OTHER CLAIMS, IS EXPRESSLY LIMITED TO THE GIVING OF CREDIT FOR REPLACEMENT MATERIALS ONLY TO THE EXTENT OF THE PURCHASE PRICE FOR THE MATERIALS. TITAN MUST BE GIVEN WRITTEN NOTICE, IDENTIFYING THE DEFECTIVE GOODS AND SPECIFYING THE DEFECT WITHIN TEN (10) DAYS AFTER RECEIPT OF THE GOODS BY BUYER. TITAN MUST ALSO BE GIVEN THE OPPORTUNITY TO INSPECT THE ALLEGEDLY DEFECTIVE GOODS, AND IF REQUESTED BY TITAN, THE ALLEGEDLY DEFECTIVE GOODS MUST BE RETURNED TO TITAN. FAILURE TO GIVE THE REQUIRED NOTICE WITHIN THE TIME PROVIDED OR FAILURE TO RETURN AN ALLEGEDLY DEFECTIVE GOOD TO TITAN UPON REQUEST CONSTITUTES A WAIVER OF A CLAIM FOR CREDIT OR REPLACEMENT. NO CREDIT FOR GOODS RETURNED BY APPLICANT AND/OR GUARANTOR SHALL BE GIVEN WITHOUT TITAN'S WRITTEN AUTHORIZATION.**
11. **PERSONAL GUARANTY** – In consideration of Titan extending credit for value received, (I) (we), by signing on the front page hereof, jointly and severally, in an individual capacity, and not as an agent for the Applicant described hereinabove, hereby personally and unconditionally guaranty the payment of any balance that may become due Titan, including all attorney's fees and court costs, elaborated in the terms and conditions hereinabove, and hereby incorporate by reference, all of the above terms and conditions. (I) (We), the undersigned, hereby specifically agree that Titan may initiate a lawsuit against the undersigned in (my) (our) individual capacity, without joining or contemporaneously suing the entity named on the first page hereof described above. This is a continuing guaranty, unless terminated in writing, via certified mail, received at the Regional Office of Titan in Deerfield Beach. It is understood that said termination shall be prospective in effect only, and that this guaranty shall remain in effect with regard to any balances incurred prior to the date of termination. It is also understood that revocation of the guaranty may, in Titan's sole discretion, result in termination of further credit privileges.