

PROFAST SUPPLY, LLC
8500 Parkline Blvd.
Suite 106
Orlando, Florida 32809
Phone (407) 858-5288
Fax (407) 858-5289

CREDIT APPLICATION AND AGREEMENT

If there is insufficient space to provide the requested information, please supply the information on separate attached schedules.

I. APPLICANT INFORMATION:		State and date of Registration or Incorporation:		Date	State
Business Name: _____		Number of years in business under current business name: _____			
DBA: _____					
Legal Entity <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> L.L.C. <input type="checkbox"/> Trust					Fed Tax I.D. # _____
Address _____				City _____	State _____ Zip _____
County _____	Telephone () _____	Fax () _____		S.S.N. _____	
Mailing Address (if different) _____			City _____	State _____	Zip _____
Shipping Address (if different) _____			City _____	State _____	Zip _____
Email Address: _____					
Is Applicant tax exempt? Yes No If yes, a tax-exempt certificate must accompany this application.					

ALL OWNERS, PRINCIPALS, PARTNERS (LIMITED AND GENERAL), OFFICERS OR MEMBERS

Name	Title	Address	Social Security #

III. CREDIT INFORMATION

A. BANK REFERENCES

Bank Name/Address	Telephone #	Fax #	Contact

B. HISTORY

Is or has the Applicant or any owner, principal, officer, or any member been subject to any Judgments, Collections, Liens, or Unpaid Taxes within the last 7 years?

Yes No If yes, give details: _____

Is there any Bankruptcy or Receivership related to this or previous company or business owned, controlled, operated, or any interest?

Yes No If yes, when? _____ Disposition? _____

C. MAJOR SUPPLIERS (Trade references)

Company Name	Email or Mailing Address	Telephone
1- _____	_____	_____
2- _____	_____	_____
3- _____	_____	_____

IV. CREDIT REQUEST: LIMIT: \$ _____ TERMS: _____

Branch # _____ Sales Rep. _____

Approved by _____ Customer Acct. # _____

V. SALES TERMS AND CREDIT AGREEMENT

All sales made by ProFast Supply, LLC or its affiliates (collectively referred to as "Company") to Applicant are due and payable upon delivery whether to Applicant or to an applicator on behalf of Applicant, except for sales on accounts which have established a credit relationship with Company ("Credit Sales"). Applicant agrees and acknowledges that delivery of agricultural products ("Products") to an applicator is deemed to be a delivery to and acceptance by Applicant. Unless other written documents signed by Company state otherwise, all Credit Sales are due and payable in full by the due date according to the terms of sale specified on the invoice. No terms or conditions of any sale different from Company terms of sale will become part of any agreement unless approved in writing by Company. A finance charge of the lower of 1.5% per month (18% Annual Percentage Rate) or the highest amount permitted by applicable law may be assessed against sales which have not been paid in accordance with the payment terms under the invoice(s) or other documents. Applicant agrees that all other terms and conditions of sale shall be governed by the label, invoice, or other document, which may be sent to Applicant after delivery of the Products. For those accounts, which incur finance charges, ProFast Supply, LLC may apply payments or credits first to finance charges and subsequently to outstanding invoice balances at the discretion of ProFast Supply, LLC.

Any dispute or claim on this account, under this Agreement, or Product efficacy claims, may, at the sole discretion of ProFast Supply, LLC, be resolved by arbitration under the Commercial Arbitration Rules administered by the American Arbitration Association by a single arbitrator within the state the sale was made. If an award is obtained as a result of arbitration, it may be confirmed and entered as final judgement in any court having jurisdiction. The prevailing party shall be awarded reasonable costs, arbitrator and attorney fees, including anticipated attorney fees necessary to confirm the award in a court of law.

Upon ProFast Supply, LLC approval, Company will assign Applicant a maximum credit amount ("Credit Limit"). Applicant agrees to provide ProFast Supply, LLC with a current financial statement, upon Company's request, which Applicant represents accurately states Applicant's financial condition as of the date of such financial statement and Applicant understands that Company will rely on the accuracy of the financial information in deciding to extend credit and set a Credit Limit. Should the account balance exceed any established Credit Limit, liability for payment additionally extends to the entire balance. ProFast Supply, LLC has the right to reduce the Credit Limit and/or withdraw Applicant credit under this Credit Agreement at any time without prior notice, except as otherwise provided by law. ProFast Supply, LLC reserves the right to revoke credit or demand full payment if Applicant fails to pay when due or, if in the sole discretion of Company, there has been an adverse change in buyer's ability to repay credit extended by Company, whereupon ProFast Supply, LLC shall have the right to demand payment or other assurance which it deems adequate and ProFast Supply, LLC is hereby authorized to file any lien available to vendors and/or applicators of Products in the manner provided by applicable law notwithstanding the terms of invoices or other documents or the existence of an event of default. Default by Applicant under this or any other agreement between Applicant and ProFast Supply, LLC shall be a default under all agreements. ProFast Supply, LLC does not waive its rights by accepting late payments. Applicant agrees to pay reasonable attorney fees and costs of collection.

If any provision contained in this Agreement is determined by a court to be in conflict with applicable law, that provision shall be considered changed or omitted to conform to such law, but all other provisions of this Agreement shall remain in full force and effect. Nothing in this Agreement shall be deemed to limit ProFast Supply, LLC's collection rights or remedies.

Applicant agrees to be bound by the terms of the warranty limitations and the disclaimers contained on the product labels and invoices. APPLICANT UNDERSTANDS SUCH DISCLAIMERS LIMIT ANY RIGHT TO A REFUND OF THE PURCHASE PRICE OR APPLICANT'S OBLIGATION TO REPAY CREDIT EXTENDED BY PROFAST SUPPLY, LLC FOR ANY PORTION OF THE PURCHASE PRICE, AND APPLICANT AGREES THIS IS A REASONABLE LIMITATION. Applicant also acknowledges that neither ProFast Supply, LLC nor the manufacturer assumes any duty to Applicant in the event that any of their respective representatives make a recommendation as to the selection, application or use of a product and that any such recommendation is without consideration and informational only. Applicant shall be solely responsible for the ultimate selection, application, or use of all products purchased from ProFast Supply, LLC.

The undersigned, being either the Applicant or an individual authorized to act on behalf of the Applicant, offers this information to ProFast Supply, LLC to induce consideration for the credit. The undersigned hereby acknowledge and agree to all terms and conditions of this Credit Application and Agreement and to the invoice terms for the sale of Products. The undersigned certifies the information submitted is true and correct, and authorizes ProFast Supply, LLC to verify any information deemed necessary to make a credit determination. The Applicant further authorizes ProFast Supply, LLC to request and obtain a copy of the Applicant's most recent financial statements, if available, from its bank, other agency, or accountant to support application information.

The undersigned individual who is either a principal of the credit Applicant or sole proprietorship, recognizing that his or her individual credit history may be a factor in the evaluation of the creditworthiness of the Applicant, hereby consents to and authorizes the use of a credit report on the undersigned by Company, from time to time as may be needed, in the credit evaluation process.

The undersigned, on his/her own behalf and on behalf of the Applicant, hereby authorizes ProFast Supply, LLC to provide a copy of this Agreement to such parties as evidence of Applicant's consent to release of such information.

The undersigned individual guarantor(s) hereby agree(s) to guarantee payment of, and assume personal liability for payment and all obligations due and owing ProFast Supply, LLC for materials and services to the entity that is the Applicant, pursuant to this request for credit. The undersigned further agrees to pay all ProFast Supply, LLC collection expenses, as stated above, in endeavoring to collect such Applicant's obligations. Guarantor(s) further authorize(s) ProFast Supply, LLC to obtain any and all credit or asset report(s) upon guarantor(s).

This guaranty is absolute, unconditional and continuing and shall remain in effect until Applicant's obligations have been paid, performed, and discharged in full. The death of the undersigned shall not terminate the guaranty.

The undersigned personal guarantor(s), recognizing that his or her individual credit history may be a necessary factor in the evaluation of this personal guarantee, hereby consent(s) to and authorize(s) the use of consumer credit report on the undersigned by Company, from time to time as may be needed, in the credit evaluation process.

Type or Print Names/Title	Date	Name/Title
_____	_____	Signature _____
_____	_____	Signature _____

PERSONAL GUARANTY

TO: ProFast Supply, LLC

Please sell and deliver to

_____ of _____
Purchaser (Name of Company) (City, County and State)

or representatives, on your usual and customary terms of sale, such goods, wares and merchandise as they or their representatives may order or select, and in consideration thereof the undersigned (hereafter called the Guarantor(s) shall be personally responsible, jointly and severally, for the payment at maturity of the purchase price of all such goods, wares and merchandise so sold or delivered, whether evidenced by open account, acceptance, note or otherwise. The Guarantor(s) hereby waive notice of acceptance hereof, amounts of sales, dates of shipments or deliveries, notice of default in payment and legal proceedings against the purchaser.

This is intended to be, and shall be construed to be, a continuing Guaranty applying to all sales made by you to the aforesaid, and shall not be revoked by the death of the Guarantor(s) but shall remain in full force and effect until the Guarantor(s) or their Executors or Administrators shall be given notice in writing to make not further advances on the security of the Guaranty, and until such notice shall have been received by you. Guaranto(s) agrees to notify ProFast Supply, LLC in writing of any change in the form of the purchaser's business or ownership of purchasers business within five says of such change, otherwise this continuing guarantee shall extend to the above named company and any successor companies or related entities.

It is understood and agreed that the Guarantor(s) liability under this Guaranty shall be UNLIMITED.

Should it become necessary to place the Guaranty with an Attorney for collection, suit or other legal proceeding, the Guarantor(s) and Company, and hereby agree, jointly and severally, to pay all costs, expenses of such collections, suit or other legal action including actual attorney's fees, and shall also pay costs expenses and attorney's fees incurred on appeal. Applicant further agrees that, if the amount outstanding is under \$5,000.00, the fee will be deemed on an "actual fee basis". Further, the Gurantor(s) waive any and all privileges and rights, which the Guarantor(s) may have relating to venue, as the applicable law now exists or may hereafter be amended or construed. Guarantor(s) and Seller agree that any legal action brought by either to ensure payment or compliance with Terms and Condition of Sale shall be brought in the following venue of the state where the Guarantor(s) is located, or where the sales occurred, at the seller's election: Florida - Orange County.

IN WITNESS WHEREOF, the undersigned hereby execute(s) the Personal Guaranty this _____ day of _____, 20_____.

_____(L.S.)
Name (PLEASE PRINT) SIGNATURE INDIVIDUALLY

_____(L.S.)
Name (PLEASE PRINT) SIGNATURE INDIVIDUALLY

_____(L.S.)
Name (PLEASE PRINT) SIGNATURE INDIVIDUALLY

_____(L.S.)
Name (PLEASE PRINT) SIGNATURE INDIVIDUALLY

PLEASE NOTE THAT THE PRINCIPALS AND THEIR SPOUSES SHOULD SIGN AS INDIVIDUALS. CORPORATE TITLES ARE TO BE AVOIDED AS THEY ARE NOT APPLICABLE.