



TERMS & CONDITIONS

This Customer Account Application (“Application”) is made to Sunshine Provisions for the purpose of including Sunshine Provisions to extend credit accommodations to the Applicant named below, and in accordance with the following terms:

1. Upon approval of this application, Sunshine Provisions in its sole discretion, and notwithstanding any request of Applicant, shall have the right to terminate Applicant’s credit privileges under this Application at any time without prior notice to Applicant, except as otherwise provided by law.
2. All purchases by Applicant of goods and/or services from Sunshine Provisions will be made in accordance with the terms and conditions of this Application and any invoices and/or other documents evidencing Applicant’s obligations to Sunshine Provisions, all of which are incorporated herein by this reference.
3. The entire outstanding balance due to Sunshine Provisions on all invoices shall become due in full immediately upon default in the payment of any invoice. Applicant agrees to pay interest in the amount of 1.5% per month, or the highest rate permitted by law, whichever is less, on any past due amounts until collected and Applicant agrees to pay all costs of collection incurred by Sunshine Provisions, including attorney’s fees and expenses, should a default in payment or any other obligation of Applicant to Sunshine Provisions occur.
4. If this application is not fully approved or if any other adverse action is taken with respect to Applicant’s credit with Sunshine Provisions, Applicant has the right to request within 60 days of Sunshine Provisions’s notification of such adverse action, a statement of specific reasons for such action, which statement

APPLICANT BY:

SIGNATURE

PRINTED NAME

DATE

INDIVIDUAL PERSONAL GUARANTEE

The provisions of the Terms and Conditions set forth above are incorporated in this Guarantee by reference. The undersigned (“Guarantor”), having a financial interest in Applicant and benefiting from the transactions contemplated by the Application, hereby personally guarantees the payment by Applicant to Sunshine Provisions of all amount due and owing now and from time to time hereinafter from Applicant to Sunshine Provisions (“the Liabilities”). Guarantor expressly waives notice from Sunshine Provisions of its acceptance and reliance on this Guarantee, notice of sales made to Applicant, and notice of default by Applicant. The obligations of Guarantor hereunder shall not be affected, excused, modified, or impaired upon the happening from time to time of any event. No set-off, counterclaim, or reduction of any obligation, or any defense of any kind or nature which Guarantor has or may have against Applicant or Sunshine Provisions shall be available hereunder to Guarantor against Sunshine Provisions. In the event of a default by Applicant on its obligations to Sunshine Provisions, Sunshine Provisions may proceed directly to enforce its rights hereunder and shall have the right to proceed first against Guarantor, without proceeding with or exhausting any other remedies. Guarantor, in consideration of Sunshine Provisions’s extending financial accommodation to Applicant hereby waives and relinquishes any rights of indemnification, contribution, reimbursement, or exoneration which may be asserted against Applicant if Guarantor performs his or her obligations under this Guarantee and Guarantor understands the benefit of such rights. Guarantor agrees to pay all fees, costs and expenses, including reasonable attorney’s fees, costs and expenses, which may be incurred by Sunshine Provisions in enforcing this Guarantee or protectings its rights following any default on the part of Guarantor. This Guarantee shall be binding upon Guarantor and Guarantor’s representatives, heirs, successors, and assigns and shall insure to the benefit of Sunshine Provisions and may be assigned by Sunshine Provisions without notice to Guarantor. This Guarantee shall be governed by and interpreted under the laws of the state of FLorida, Guarantor and Sunshine Provisions irrevocably agree, and hereby consent and submit to the non-exclusive jurisdiction of the state of Florida with regard to any actions or proceedings arising from, relating to or in connection with the Liabilities and this Guarantee. If executed by more than one, the obligations of Guarantor shall be joint and several and all references to the singular shall be deemed the plural.

SIGNATURE 1

PRINTED NAME 1

DATE

DRIVER’S LICENSE #1

PRINTED NAME 2

SOCIAL SECURITY #1

SIGNATURE 2

DATE

DRIVER’S LICENSE #2

SOCIAL SECURITY #2

WITNESS SIGNATURE

WITNESS PRINTED NAME

DATE

☐ I am choosing to opt-out of personal guarantee and I am aware that my payment terms are now restricted to 14 days maximum, subject to the processing of the rest of this application.

SIGNATURE 1

DATE

AUTHORIZATION FOR CREDIT REPORT

The undersigned is executing this Authorization for Credit Report individually for the purpose of authorizing Sunshine Provisions to obtain a consumer credit report from time to time on the undersigned individual(s) through credit and consumer reporting agencies or other sources, in order to further evaluate the creditworthiness of such individual in connection with the credit evaluation process and the proposed extension of business credit to the Applicant. The undersigned, as an individual, hereby knowingly consents to the use of such credit report in accordance with the federal fair credit report act as contained in 15 U.S.C.1681, et seq., as amended from time to time.

SIGNATURE 1

PRINTED NAME 1

DATE

SIGNATURE 2

PRINTED NAME 2

DATE

FOR SUNSHINE PROVISIONS USE ONLY

Notwithstanding the signature below of a sales representative, evidencing only the optional review of the foregoing, the credit department of Sunshine Provisions shall in no way be bound thereby to at upon this Application or extend credit to Applicant.

SALES REPRESENTATIVE SIGNATURE

SALES REPRESENTATIVE PRINTED NAME

DATE

DATE:

SHIPPING / BILLING ADDRESS

SHIP TO

NAME

ADDRESS

CITYSTATEZIP

PHONE NUMBER

BILL TO

COMPANY NAME

ADDRESS

CITYSTATEZIP

AP CONTACTEMAIL

PHONE NUMBERFAX NUMBER

REFERENCES (FOOD DISTRIBUTORS PREFERRED)

BUSINESS NAME	BUSINESS NAME	BUSINESS NAME
STREET ADDRESS	STREET ADDRESS	STREET ADDRESS
CITY , STATE, ZIP	CITY , STATE, ZIP	CITY , STATE, ZIP
PHONE NUMBER	PHONE NUMBER	PHONE NUMBER

ABOUT YOUR BUSINESS

NEW OWNER ☐ YES ☐ NO PURCHASE DATE LENGTH OF PRESENT OWNERSHIP

BUILDING/FACILITIES ☐ OWNED ☐ LEASED OWNER'S NAME

☐ PARTNERSHIP ☐ LIMITED PARTNERSHIP ☐ CORPORATION ☐ PROPRIETORSHIP ☐ LIMITED LIABILITY COMPANY

FEIN# TERMS REQUESTED CREDIT LIMIT REQUESTED

APPROX. WEEKLY PURCHASES FREQUENCY OF DELIVERIES

PREFERRED METHOD OF PAYMENT:

☐ CASH/MONEY ORDER/WIRE ☐ AUTOMATIC ACH INITIATED BY SUNSHINE ☐ ZELLE

☐ COD CHECK ☐ CREDIT CARD W. TERMS (3% FEE) ☐ VENMO

☐ COD CREDIT CARD ☐ ACH INITIATED BY CUSTOMER ☐ BILL.COM

THE FOLLOWING INFORMATION TO BE PROVIDED FOR INDIVIDUAL PROPRIETORS, GENERAL PARTNERS, OR CORPORATE OFFICES

NAME & TITLE	NAME & TITLE	NAME & TITLE
HOME ADDRESS	HOME ADDRESS	HOME ADDRESS
CITY , STATE, ZIP	CITY , STATE, ZIP	CITY , STATE, ZIP
HOME PHONE NUMBER	HOME PHONE NUMBER	HOME PHONE NUMBER

BANKING INFORMATION

BANK NAME OFFICER ACCOUNT NUMBER

STREET ADDRESS, CITY, STATE, ZIP

FOR OFFICE USE

SALES PERSON ORDER PENDING CREDIT TERMS ISSUED

BLANK SALES TAX RESALE (EXEMPTION) CERTIFICATE

Purchaser hereby certifies to

SUNSHINE PROVISIONS
2665 South Park Rd
Pembroke Park, FL 33009

That:

Name of Company

Account Number

1. Purchaser holds valid registration - Permit Number _____
2. The tangible property purchased on each order we shall give, unless such order shall otherwise specify that until this notice is revoked by us in writing is:
 - ☐ For resale reported on sales tax filings as sales of tangible personal property
 - ☐ Exempt because we are a tax exempt institution
(copy of exemption letter attached)
 - ☐ Exempt for other reasons

3. The undersigned purchaser further certifies that he or she will assume liability for payment of tax if he or she uses or consumes the property herein purchased in such a manner as to render the sales subject to tax.

REGULATIONS PROVIDE THAT CERTIFICATE MUST HAVE REGISTRATION NUMBER, ADDRESS, AND SIGNATURE IN ORDER TO BE EFFECTIVE.

By: _____

Title: _____

Date: _____

