



USA Hospitality, Inc.
 11505 Satellite Blvd. Orlando, FL. 32837
 Phone: (407) 931-1600 / Fax: (407) 386-9798

USA HOSPITALITY, INC.
 Supplies for Hotels, Restaurants and Facilities

Payment Agreement

Section I: Identification

Bill To:
 Applicant (Legal Name) _____
 Trade Name (DBA) _____
 Mailing Address _____
 City _____ State _____ Zip _____
 Phone _____
 Fax _____
 Email _____
 A/P Contact Person _____
 DR-13 Certificate of Registration# (Tax Exempt): NO YES

Ship To:
 Business Name _____
 Contact Name _____
 Street Address _____
 City _____ State _____ Zip _____
 Phone _____
 Fax _____
 If Yes, place # here: _____

Purchasing & Payment

Terms Requested Net 7 days Net 15 days Net 30 days

Anticipated Monthly Purchases _____
 Name of your Representative: _____

METHOD OF PAYMENT – Mark “X” to choose method(s)
 USA Hospitality Credit Line \$ _____
 Credit Card → Credit Card Authorization Form
 Cash → Credit Card Agreement
 Check → ACH Debit Authorization Form
 → Credit Card Agreement

Buyer

(Procurement or person in charge of entering the P.O.)

Management

(Manager that approves P.O.)

Finance Controller

(Controller that enters invoices to be processed for payment)

Name:			
Address:			
Phone:			
Ext.:			
Fax:			
E-mail:			

*NOTE: If the same person applies to all positions; please write “The Same” on the application.

Is this property managed by a third party management Company? YES NO

If yes, please provide management Company Information below:

Company Name:	
Address:	
Contact Name:	
Phone / Ext.	
Fax:	
E-mail	

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- Please Fill Out For Extension of USA Hospitality Credit Line -

Section II: Management Information:

FEIN# (Federal Employment Identification Number) _____

Business Structure: _____ Proprietorship _____ Partnership _____ Corporation _____ Limited Liability Co.

If business structure is a Partnership, Corporation, or Limited Liability Company, give the legal name and Federal I.D. Number.

Building Facilities: _____ Owned _____ Leased _____ Rented

Mortgage Holder/Landlord Name and Address _____

Equipment: _____ Owned _____ Leased _____ Rented

Length of Time in Business: _____

Gross Annual Income _____

If under two years: Previous Business Name & Address _____

Section III: Complete the following information for all Corporate Officers, Partners, or Proprietor:

Name _____

Name _____

SSN _____

SSN _____

DL# _____

DL# _____

Title _____

Title _____

Home Address _____

Address _____

City _____ State _____ Zip _____

City _____ State _____ Zip _____

Phone# _____ Cell # _____

Phone# _____ Cell # _____

E-mail _____

E-mail _____

If there are additional entries, please list them on the opposite side of this form.

Section IV: Bank References - This information is requested for use in the extension of credit for business purposes only and will be held in strict confidence. We are providing a summary of our experience with the subject of the inquiry.

Bank Name _____

Bank Officer _____

Address _____

Title of Account _____

City _____ State _____ Zip _____

Checking Account # _____

Phone # _____ Fax _____

Loan Number _____

Section V: Trade References – (Preferably Food/Paper Distributor)

1. Name _____

3. Name _____

Address _____

Address _____

City _____ State _____ Zip _____

City _____ State _____ Zip _____

Business Account Number _____

Business Account Number _____

2. Name _____

4. Name _____

Address _____

Address _____

City _____ State _____ Zip _____

City _____ State _____ Zip _____

Business Account Number _____

Business Account Number _____

Section VI: Terms of Payment Agreement

The undersigned represents that he or she is authorized to execute on behalf of "Applicant" as identified in Section I "Identification" of this Payment Agreement, and incorporated herein by reference, (hereinafter "applicant") and that all the information contained in this application is true. The undersigned authorizes USA Hospitality, Inc. and its agents to make a credit check with the bank and/or trade reference noted above, and obtain whatever other credit information is deemed necessary to extend credit hereunder and authorizes any credit reference and any credit bureau or reporting service to release information to USA Hospitality, Inc. The applicant understands that all purchases are subject to the following terms and conditions.

1. All Payments are due to USA Hospitality's office and payable upon agreed terms in this Payment Agreement and confirmed delivery of goods per signed USA Hospitality, Inc. Invoice(s) (USA Invoice). If any account is not paid when due, the account becomes delinquent. Upon delinquency, USA Hospitality, Inc. shall be entitled to charge interest (including post-judgment interest) at the annual rate of 18% until the total account balance is paid in full.
2. In the event that the account becomes delinquent, the applicant agrees to pay for all costs of collection, including all pre- and post-judgment attorney's fees and expenses. Pre-judgment attorney's fees may be liquidated at thirty three percent (33%) of the outstanding balance due on account, at the election of USA Hospitality, Inc.
3. Any dispute between the parties shall be litigated in the appropriate court in Orange County, Florida or such other county as USA Hospitality, Inc. shall in its own discretion, determine is most convenient and otherwise appropriate.
4. USA Hospitality, Inc. shall have a purchase-money security interest in any goods delivered to the applicant necessary to recover all money owed to USA Hospitality, Inc. and shall use Form UCC-1 to record a security interest in the applicant's assets.
5. The signer hereof, individually and not in any representative capacity, shall be responsible for all checks returned to USA Hospitality, Inc., from the bank for any reason whatsoever.
6. USA Hospitality shall assess a \$50.00 fee to applicant for insufficient funds or stop payment checks.
7. The applicant is responsible for all goods and services delivered to the "Ship To" address listed on any signed USA Invoice, the address listed in Section I of this application or such other addresses as is directed by the applicant's employees or agents until the applicant notifies USA Hospitality, Inc. via certified mail, that it no longer wishes to be responsible for deliveries to said addresses.
8. All goods delivered by USA Hospitality, Inc. in reliance on this Payment Agreement shall be deemed authorized by the purchaser hereof if delivered to the "Ship To" address listed on any signed USA Invoice, the address listed in Section I of this application or such other addresses as is directed by the applicant's employees or agents until the applicant notifies USA Hospitality, Inc. via certified mail, that it no longer wishes to be responsible for deliveries to said addresses.
9. The applicant waives any rights to claim improper delivery if the goods delivered are not rejected upon delivery. Any claim for damaged goods must be submitted to USA Hospitality, Inc., in writing within five (5) days of delivery.
10. The applicant shall notify USA Hospitality, Inc., via certified mail of any changes of ownership of the applicant within five (5) days of such change.

Business Name: _____

Witness

Print Name: _____

Print Name: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

Section VII: Guaranty

The undersigned personally guarantees all payments due to USA Hospitality, Inc., by "Applicant" as identified in Section I "Identification" of the Payment Agreement, and incorporated herein by reference, including all costs of collection as set forth in Section VI above and agrees to litigate any dispute in the appropriate court in Orange County, Florida or such other county as USA Hospitality, Inc., and its agents decide to obtain whatever credit information is deemed necessary to extend credit hereunder and authorizes any credit reference and any credit bureau or reporting service to release information to USA Hospitality, Inc. The undersigned consents to garnishment of wages if USA Hospitality, Inc., obtains a judgment against the undersigned. The undersigned ALSO agrees to notify USA Hospitality, Inc., via certified mail of any changes of ownership of the applicant within seven (7) days of such change.

Business Name: _____

Witness

Print Name: _____

Print Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

*****Note: Please submit a copy of your driver license and occupational license with this agreement*****