

USA Hospitality, Inc. 11505 Satellite Blvd. Orlando, FL. 32837

Phone: 407-903-1600 / Fax: 407-386-9798

CUSTOMER APPLICATION (Credit Card, CASH & CHECK)

Section I: IDENTIFICATION **BILL TO:** SHIP TO: Applicant (Legal Name): _____ Business Name: _____ Trade Name (DBA): _____ Contact Name: _____ Mailing Address: Street Address: City: State: City: State: Zip: _____-Zip: ______-Phone: _____ Phone: _____ E-Mail: E-Mail: A/P Contact Person: _____ Anticipated Monthly Purchases \$ FEIN# (Federal Employment Identification Number): DR-13 Certificate of Registration# (Tax Exempt): NO ☐ YES ☐ If Yes: **Section II: Purchasing & Payment** Buver Management Finance Controller (Procurement or person in charge of entering the P.O.) (Manager that approves P.O.) (Controller that enters invoices to be processed for payment) Name: Address: Phone: Ext.: Fax: E-mail:

^{*}NOTE: If the same person works on positions Buyer/Management/ Finance Controller. Please write "The same" on the application.

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Section VI: Terms of Payment Agreement

Business Name: ___

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.

- 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.
- The signer hereof, individually and not in any representative capacity, shall be responsible for all cheeks 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.

Witness

- 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.

Print Name:	Print Name:
Signature:	Signature:
Title:	Title:
Date:	Date:
herein by reference, including all costs of collection as set forth i county as USA Hospitality, Inc., and its agents decide to obtain v credit bureau or reporting service to release information to USA	
Signature:	
Date:	Date:

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