



Confidential Terms and Credit Application

Customers requesting COD terms, please complete Section 1.
Customers requesting Credit terms, please complete Sections 1 and 2.

Section 1

Full Firm Name: _____
Trade Name: _____
Parent Company: _____
Street Address: _____ City: _____ State: _____ Zip: _____
Billing Address: _____ City: _____ State: _____ Zip: _____
Delivery Address: _____ City: _____ State: _____ Zip: _____
Main Number: _____ Fax Number: _____

Buyer Contact: _____ Phone: _____ Email: _____
Account Contact: _____ Phone: _____ Email: _____

Federal ID # _____ Corporate Structure: _____
Principle: _____ Title: _____ Phone: _____
Principle: _____ Title: _____ Phone: _____
Principle: _____ Title: _____ Phone: _____

Bank Name: _____ Branch: _____
Checking Act. # _____ Phone: _____
Bank Contact: _____ Email: _____

Authorized Signature to obtain bank reference: _____

Signature permits Lombardi's Seafood to obtain bank reference and inquire as to bank balance.

Term of COD Deliveries

- 1. All payments are due and payable in full at the time of delivery.
- 2. In the event that the payment is not made or a check is returned for any reason, the Applicant agrees to pay for all costs of collection, including attorney's fees and expenses.
- 3. Any dispute between the parties will be litigated in the appropriate court in Orange County, FL.
- 4. Applicant agrees to pay a service charge in the amount of \$25.00 for any check returned by Applicant's bank.
- 5. The signer hereof individually and not in any representative capacity shall be responsible for all checks returned unpaid to Lombardi's Seafood for any reason whatsoever. Likewise, the individual signing below agrees personally to inform Lombardi's Seafood of any change in ownership of the Applicant's business and shall become personally responsible for any deliveries made to a new owner prior to Lombardi's Seafood receiving said notice by registered mail.

Signature of Officer/Owner _____ Printed Name: _____ Date: _____



Section 2

Food Trade Reference 1

Food Trade Reference 2

Name		Name	
Address		Address	
City, ST, Zip		City, ST, Zip	
Phone #		Phone #	
Terms		Terms	

Food Trade Reference 3

Food Trade Reference 4

Name		Name	
Address		Address	
City, ST, Zip		City, ST, Zip	
Phone #		Phone #	
Terms		Terms	

The undersigned (“Purchaser”) agrees that all purchases made by the Purchaser from Lombardi’s Marketplace, LLC d/b/a Lombardi’s Seafood (“Seller”) are subject to the following terms and conditions.

- All amounts due for goods and services purchased from Seller are payable at the Seller’s distribution from which goods and services are delivered. Purchaser acknowledges that such amounts are not payable installments, but are payable in full as stated herein, unless Seller has arranged other terms with Purchaser in writing.
- All amounts due Seller are payable in accordance with the payment terms granted by Seller’s credit department from which the goods are services are delivered. If any amount due Seller is not paid in accordance with such payment terms, a delinquency charge will be added to the sum due, which charge amount shall equal the amount by multiplying delinquent balance by the lesser of (a) two percent (2%) per month or (b) the maximum lawful rate permitted to be charged under the applicable state’s law.
- Purchaser shall pay Seller a service charge in the amount of \$25.00 for all checks returned by Purchaser’s bank; provided, however, that such service shall be due and payable in the event such payment would result in the violation of the usury laws of applicable jurisdiction.
- In the event the account is turned over to an attorney or other agency for collection or suit is brought on same, or the same is collected through any judicial proceeding whatsoever, purchaser shall pay all reasonable attorney’s fees and court costs incurred by Seller. Venue will be in Orange County, Florida.
- Purchaser shall notify Seller by certified mail of any change of ownership of Purchaser. Purchaser warrants to Seller that all financial information furnished for the purpose of obtaining credit is true, correct and complete in all material respects, and Purchaser authorizes Seller to investigate all references furnished pertaining to the credit and financial responsibility of Purchaser.

Signature of Corporate officer, Owner, Partner

SS#

Print Name of Corporate officer, Owner, Partner

Date: