

# NATIONWIDE TRANSPORT SERVICES LLC

2765 W. Cypress Creek Rd. Fort



Lauderdale, FL 33309

877-278-3135/954-603-2330

## CREDIT APPLICATION

MC # 693977

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### Business Contact Information

Title:

Company Name:

Phone:

Fax:

E-mail:

Registered company address:

State:

ZIP Code:

City:

Date business commenced:

Federal Tax ID or SS#:

Partnership:

Corporation:

Other:

Sole proprietorship:

Has Firm or Principals ever been bankrupt?

No

Yes

Explain

Dunn and Bradstreet #:

### Business and Credit Information

Primary business address:

State:

ZIP Code:

City:

How long at current address?

Fax:

E-mail:

Telephone:

Bank name:

Phone:

Bank address:

State:

ZIP Code:

City:

Account number

Type of account

Savings

CHECKING

### Business/trade references

Company name:

Address:

State:

ZIP Code:

City:

Fax:

E-mail:

Phone:

Type of account:

Company name:

Address:

State:

ZIP Code:

City:

Fax:

E-mail:

Phone:

Type of account:

Company name:

Address:

State:

ZIP Code:

City:

Fax:

E-mail:

Phone:

Type of account:

### Accounts Payable Contact Information

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Agreement

1. I/We certify that the above information is true and correct and we agree to pay this account in accordance with your credit terms. We authorize you to verify this information and/or obtain additional information by securing data from a credit reporting agency. We understand that all past due balances will be subject to a 1.5% per month interest charges. Such interest rates may vary based on state and federal law. We further agree to pay any and all collection charges and court costs in the event of default, if the account is placed with an attorney or collection agency. Assessment of this charge does not sanction payment delays and failure to pay within the authorized credit period will, despite the provisions for such charges, cause Nationwide Transport Services LLC to immediately reassess any further credit to the applicant.
2. In consideration of credit being extended by Nationwide Transport Services LLC to the above-named applicant for services provided to be purchased and whether the applicant be an individual or individuals, a proprietorship, a partnership, a corporation or other entity, the undersigned agrees to sign the Personal Guaranty and abide by all terms.
3. Claims arising from invoices must be made within seven working days of receipt.
4. You agree to make your payment **Electronic Fund Transfer (ACH).**
5. GOVERNING LAW AND CHOICE OF VENUE: This Agreement is made in Broward County, Florida, and the rights and obligations of the parties hereunder shall be interpreted, construed and enforced in accordance with the laws of the State of Florida. The parties agree that the state and federal courts in Broward County, Florida shall retain jurisdiction over this Agreement and all matters arising in connection to this Agreement.
6. WAIVER OF JURY TRIAL. As specifically bargained for inducement for reach of the parties hereto to enter into this Agreement, each party hereto expressly waives the right to trial by jury in any lawsuit or proceeding relating to or arising in any way from this Agreement or the matters contemplated hereby.
7. ATTORNEYS' FEES. If either party incurs any legal fees associated with the enforcement of this Agreement or any rights under this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and any court, arbitration, mediation, or other litigation expenses from the other Party.

Authorized Signature \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title (Authorized Officer, Director or  
Manager): \_\_\_\_\_

Date: \_\_\_\_\_

## PERSONAL GUARANTY

### ARTICLE I. GUARANTY.

The undersigned ("Guarantor") hereby guarantees, absolutely and unconditionally, payment of all liabilities by \_\_\_\_\_ ("Customer") to Nationwide Transport Services LLC ("NTS") at maturity (including accelerated or extended maturity) of whatever nature, whether now existing or hereinafter incurred, whether credited directly or acquired by NTS, by assignment, or otherwise, both matured or unmatured and whether absolute or contingent and the full and prompt performance of all the terms, conditions, and obligations of the Customer and/or any other agreement ancillary thereto or any other agreement existing between NTS and the Customer (this "Guaranty").

### ARTICLE II. TERM.

This is a Guaranty of payment and not of collection and the undersigned waives any right to require that any action be brought against Customer or any other person, or to require that resort be had to any security before proceeding against the undersigned. This Guaranty shall not be limited to any specific time or period, nor shall termination be affected by the death of any or all of the undersigned, and this Guaranty shall remain in effect until all of the terms, conditions, and obligations of the Customer have been fully performed.

### ARTICLE III. WAIVER OF DEFENSES.

The undersigned waives any and all defenses, (except for full payment of all indebtedness owing from Customer to NTS), setoffs and counterclaims, and NTS may, in connection with Customer, without notice to the undersigned, renew, extend, or modify any of Customer's obligations without affecting the undersigned's liability, which shall be total and absolute. NTS may accept partial payment thereof or settle, release by operation of law, or otherwise appoint, compromise, or liquidate the security thereunder; in any manner consent to the release or transfer of the security and bid and purchase at sale, without affecting or impairing the obligations of the undersigned.

### ARTICLE IV. WAIVER OF NOTICE.

Any and all requirements for presentation, demand, protest or other notice of dishonor, are hereby waived by the undersigned, as is the right to trial by jury or any question or dispute arising pursuant to the Customer's payment obligations to NTS. A delay by NTS in accelerating the maturity of the obligations created by this Agreement or in the maintenance of any proceeding relating to this instrument (which is absolute and unconditional), shall not affect NTS's rights to take any other action against the undersigned nor shall it be deemed a novation.

### ARTICLE V. ATTORNEY'S FEES.

The undersigned unconditionally agrees that, whenever an attorney is used to obtain payment or otherwise enforce this Guaranty or to enforce, declare, or adjudicate any rights or obligations under this Guaranty, or with respect to collateral security, whether by suit or by any other means whatsoever, all costs of collection and the fees of an attorney for NTS which shall be payable by Guarantor against whom this Guaranty is sought to be enforced, declared, or adjudicated. The undersigned, if more than one, shall be jointly and severally bound and liable.

### ARTICLE VI. CONSTRUCTION.

This document contains the entire Guaranty and shall be construed and interpreted in accordance with the laws of the State of Florida. Judgment recovered by NTS against Customer shall be conclusive against the Guarantor whether or not they were joined as parties to the action.

### ARTICLE VII. AMENDMENT.

No executory agreement, unless in writing and signed by NTS, and no course of dealing between NTS and/or Guarantor and Customer shall be effective to change, modify, or discharge in whole or in part this Guaranty. No waiver of any rights or powers of NTS or consent by NTS shall be valid unless in writing, signed by an authorized officer of NTS.

### ARTICLE VIII. LIABILITY OF GUARANTOR.

The undersigned waives any right to require NTS to: (1) proceed against any person; (2) proceed against any collateral; or (3) pursue any other remedy in NTS' power; and waives any defense arising by reason of disability or other defense of any other of the undersigned or any other person, or by reason of the cessation, from any cause whatsoever, of the liability of any other of the undersigned or any other person. Until all indebtedness shall have been paid in full, the undersigned shall not have any right to subrogation, and the undersigned waives any right to enforce any remedy that NTS now have or may hereafter have against any other of the undersigned or against any other person, and waives any benefit of and any right to participate in any collateral or security whatsoever now or hereafter held by NTS.

Signed this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

GUARANTOR

\_\_\_\_\_  
[typed name]