



**NEW ACCOUNT / CREDIT APPLICATION FORM**

<b>B I L L  T O</b>	Exact Business Name ("Purchaser")	<b>S H I P  T O</b>	Name
	Trade Name (d/b/a)		Address
	Address		City County State Zip
	City County State Zip		Phone No ( )
	Phone No ( )		Fax No ( )
	Fax No ( )		Attention of
Email address	Email address		

**BUSINESS FACTS**

Proprietorship     
  Corporation     
  Partnership     
  LLC     
  Other

**Type of Business Establishment**

Restaurant \_\_\_\_\_ Seating Capacity     
  In Plant Facility     
  Franchise  
 Hospital \_\_\_\_\_ No. of beds     
  School     
  Other \_\_\_\_\_  
 Nursing Home \_\_\_\_\_ No. of beds     
  Hotel Motel \_\_\_\_\_  
 Length of time in business \_\_\_\_\_ At present location \_\_\_\_\_  
 Previous location \_\_\_\_\_

**DELIVERY INFORMATION**

Delivery Days Open \_\_\_\_\_ M T W TH F SAT  
 Delivery Time Window Open \_\_\_\_\_ TO \_\_\_\_\_

Hours of Operation: Open \_\_\_\_\_ Close \_\_\_\_\_

**ACCOUNTING INFORMATION**

Accounts Payable Name/Email \_\_\_\_\_ / \_\_\_\_\_ Phone No. ( )  
 Purchase Order Required Yes/No

**BUILDING/FACILITIES**

Owned     
  Leased

Name of Mortgagor	Name of Lessor
Address	Address
City State Zip	City State Zip
Phone No. ( )	Phone No. ( )

**Complete the following information for all corporate officers, partners, or an individual proprietor (add additional sheets if necessary)**

Name and title	Name and Title
Home Address	Home Address
City/State/Zip	City/State/Zip



NEW ACCOUNT / CREDIT APPLICATION FORM

Home Phone No.	Business Phone No.
Social Security No.	Date of Birth
Drivers License No. (copy of DL or Photo ID required)	

Home Phone No.	Business Phone No.
Social Security No.	Date of Birth
Drivers License No. (copy of DL or Photo ID required)	

**BANK REFERENCES**

1. Name _____	2. Name _____
City _____	City _____
Account # _____	Account # _____
Phone # _____	Phone # _____
Person to Contact _____	Person to Contact _____

**TRADE REFERENCES (Preferably Food Distributors)**

1. Name _____	4. Name _____
Phone # _____	Phone # _____
2. Name _____	5. Name _____
Phone # _____	Phone # _____
3. Name _____	6. Name _____
Phone # _____	Phone # _____

Purchaser hereby authorize the bank and trade references to verify the information in the credit application and to disclose all account information for the specified accounts. Lombardi's Seafood is further authorized to conduct a credit check through Equifax or other credit-reporting agency on the Purchaser, Guarantor(s) and each individual officer, owner, partner or proprietor identified herein, each of whom hereby agrees to submit a copy of his/her driver's license or photo ID and any other identifying information requested as identification for this purpose. This form may be transmitted to any of the bank references, trade references, and credit-reporting agencies as proof of authorization. Additionally, Purchaser and Guarantor agree to provide supplemental credit information upon request.

The undersigned (a) represents that the above information is submitted for the purpose of obtaining commercial credit and is true and correct, (b) represents that he or she has authority to sign on behalf of and bind Purchaser, and (c) agrees to the Terms and Conditions of Sale attached hereto as Exhibit 1 and incorporated herein by reference by reference.

**Authorized Signature of Purchaser**

X \_\_\_\_\_  
 By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

<b>Lombardi's Seafood's Use Only</b> Sales Representative: _____ Sales Manager: _____
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**PLEASE OBTAIN A COPY OF RESALE CERTIFICATE**

Please return completed application, together with the attached Terms and Conditions of Sale and the executed Personal Guaranty, to:  
**Denise Smith**  
[Denise@lombardis.com](mailto:Denise@lombardis.com)  
 1884 W Fairbanks Ave  
 Winter Park, FL 32789



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### EXHIBIT 1

#### TERMS AND CONDITIONS OF SALE

1. All sales made by Lombardi's Marketplace, LLC d/b/a Lombardi's Seafood or any of its related or affiliated entities ("**Lombardi's Seafood**") are subject to these Terms and Conditions of Sale, which shall prevail over any inconsistent terms of Purchaser's purchase order or other documents. There are no terms, conditions, understandings, or agreements other than those stated herein, and all prior proposals and negotiations are merged herein.
2. Lombardi's Seafood does not guarantee that Purchaser will be granted any terms of credit. Granting of credit terms, if any, is solely in Lombardi's Seafood's discretion. If at any time Purchaser fails to comply with these Terms and Conditions of Sale or Purchaser's credit becomes unsatisfactory in Lombardi's Seafood's sole discretion, Lombardi's Seafood reserves the right to terminate or restrict any order, to require Purchaser to make payment in advance as a condition to Lombardi's Seafood's performance, or to close Purchaser's account. Unless otherwise agreed in writing, upon closure of account, payment of all outstanding balances is due within seventy-two (72) hours. In the event of any change in Purchaser's name, location, authorized agents, ownership, or form of ownership, Lombardi's Seafood must be notified in writing within five (5) days of such change. Purchaser certifies that it is solvent and that it will immediately advise Lombardi's Seafood if Purchaser becomes insolvent.
3. Prices in quotations made by Lombardi's Seafood are subject to change without notice, and all quotations expire and become invalid if not accepted within 30 days from the date of issue, unless otherwise noted by Lombardi's Seafood in writing. Price extensions when made, are for Purchaser's convenience only, and they, as well as any mathematical, stenographic or clerical errors, are not binding on Lombardi's Seafood. Prices shown do not include any sales, excise, or other governmental tax or charge payable by Lombardi's Seafood to Federal, State or local authority. Any taxes imposed upon sales of shipments will be added to the purchase price or otherwise paid or reimbursed by Purchaser, unless Purchase timely provides Lombardi's Seafood with an acceptable tax exemption certificate. Any change in quantities or destination may result in a price adjustment by Lombardi's Seafood. Lombardi's Seafood shall not be liable for delay or default in delivery and all quotations and agreements are contingent upon any cause beyond Lombardi's Seafood's reasonable control, including, but not limited to, governmental action, strikes, or other labor troubles, fire, damage or destruction of goods, inability to obtain goods, fuels, or supplies, acts of God, or any other cause beyond Lombardi's Seafood's reasonable control.
4. All amounts owed for goods and services purchased from Lombardi's Seafood are due and payable in full, at the address shown on Lombardi's Seafood's invoice or statement, no later than seven (7) days from the date of invoice or statement and are not payable in installments. No payments shall be subject to any setoffs, deductions, or claims. Regardless of any statement appearing on a check or otherwise, any amount received by Lombardi's Seafood may be applied against any amount owing by Purchaser in Lombardi's Seafood's discretion, and Lombardi's Seafood's acceptance of a payment in an amount less than that due shall in no way be an accord and satisfaction or prejudice Lombardi's Seafood's rights and remedies to collect the full amount due. If purchase or payment is permitted to be made by credit card (requires separate authorization and form), Purchaser and the cardholder waive all right to dispute or protest any and all such charges with the credit card company or bank. Charges, once made, are final and may only be disputed directly with Lombardi's Seafood.
5. Ownership of the goods and services does not transfer to Purchaser until paid in full, unless otherwise stated. At any time prior thereto, Lombardi's Seafood reserves the right, in its sole discretion, to confiscate such goods or cease such services in the event Purchaser fails to meet its payment obligations. Unless otherwise agreed in writing, any products or equipment leased or loaned to Purchaser must be returned within seventy-two (72) hours or Purchaser will be billed for cost of same at the full retail price of said products or equipment. Purchaser acknowledges that the goods and products purchased from Lombardi's Seafood may be subject to the Perishable Agricultural Commodities Act and that Lombardi's Seafood shall be entitled to all rights associated therewith, including, without limitation, status as a priority creditor in any relevant proceeding.
6. Purchaser must inspect goods within twenty-four (24) hours after delivery and notify Lombardi's Seafood in writing of any damage or non-conformity. Failure to make inspection and deliver written notice of damage or non-conformity within such twenty-four (24) hour period shall constitute irrevocable acceptance of the delivered goods and a waiver of any damage or non-conformity. As Purchaser's sole remedy for any damaged or non-conforming goods of which Purchaser has delivered to Lombardi's Seafood timely notice, Lombardi's Seafood, at Lombardi's Seafood's election, shall either: (a) replace the damaged or non-conforming goods or (b) refund or credit the price paid by Purchaser to Lombardi's Seafood for such damaged or non-conforming goods. If required by Lombardi's Seafood, Purchaser shall return to Lombardi's Seafood such damaged or non-conforming goods. Before Lombardi's Seafood replaces, or issues any refund or credit for, any damaged or non-conforming goods, Lombardi's Seafood shall have the opportunity to inspect the damaged or non-conforming goods to determine, in its discretion, their eligibility for replacement, credit, or refund. Except as set forth in this Section, goods cannot be returned for replacement, credit, or refund without Lombardi's Seafood's prior written consent, which may be granted or withheld in Lombardi's Seafood's sole and absolute discretion. No credit shall be given for goods returned without Lombardi's Seafood's prior written consent.
7. EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS, LOMBARDI'S SEAFOOD DOES NOT MAKE AND, TO THE FULLEST EXTENT PERMITTED BY LAW, EXPRESSLY DISCLAIMS, ANY AND ALL REPRESENTATIONS, WARRANTIES, AND GUARANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY AND ANY AND ALL OTHER IMPLIED WARRANTIES OTHERWISE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. IN NO EVENT SHALL LOMBARDI'S SEAFOOD'S LIABILITY TO PURCHASER EXCEED THE AMOUNTS PAID



## NEW ACCOUNT / CREDIT APPLICATION FORM

BY PURCHASER FOR THE GOODS. IN NO EVENT SHALL LOMBARDI'S SEAFOOD BE LIABLE FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR SIMILAR DAMAGES OF ANY KIND.

8. If any amount due Lombardi's Seafood is not timely paid, a delinquency charge in the amount of 1 1/2% per month, or any higher amount as permitted by Florida law, on the unpaid balance, shall be added to the total amount due. The interest rate stated herein shall continue to accrue after Lombardi's Seafood obtains a judgment against Purchaser. If any check or other payment instrument is protested, stopped, returned, deemed worthless, or otherwise dishonored due to a lack of funds, lack of credit, lack of an account, or for any other reason, then, in addition to the delinquency charge, the Purchaser agrees, pursuant to Florida Statute, Section 68.065, to pay Lombardi's Seafood: (a) the greater of (i) 5% of the face value of the check or other payment instrument, and (ii) the service charges specified in Florida Statute, Section 68.065; plus (b) three (3) times the amount of the face value of the check or payment instrument along with any court or other costs and reasonable attorneys' fees, including but not limited to in-house attorneys' fees, in any action or efforts to recover the sums set forth herein.
9. Any attorneys' fees and costs incurred in connection with Lombardi's Seafood's efforts to collect any sums due shall be added to the total amount due, including but not limited to in-house counsel and outside counsel attorneys' fees and costs incurred in pre-litigation collection efforts, as well as attorneys' fee at the trial level, on appeal, or in any bankruptcy or other proceeding. Venue for all actions arising out of or relating to this credit application or the transactions contemplated herein shall be exclusively in Orange County, Florida. All transactions and agreements between the parties shall be governed by and interpreted in accordance with the laws of the State of Florida without regard to conflicts of law. Purchaser submits to personal jurisdiction in the State of Florida with respect to any and all matters arising out of or relating to this credit application and any dealings with Lombardi's Seafood. Any cause of action which Lombardi's Seafood may have against Purchaser may be assigned by Lombardi's Seafood without the consent of Purchaser. **PURCHASER EXPRESSLY WAIVES THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY CONTROVERSY, CLAIM, OR DISPUTE ARISING OUT OF OR RELATED TO THE CREDIT APPLICATION OR ANY DEALINGS WITH LOMBARDI'S SEAFOOD.**
10. Lombardi's Seafood may assign any and all of its rights and obligations herein to its affiliates as well as its successors and assigns. Purchaser may not assign any of its rights or obligations hereunder without written consent of Lombardi's Seafood. **THERE ARE NO THIRD-PARTY BENEFICIARIES TO THIS CREDIT APPLICATION. PURCHASER AND LOMBARDI'S SEAFOOD ARE THE SOLE INTENDED BENEFICIARIES OF THIS CREDIT APPLICATION.**



NEW ACCOUNT / CREDIT APPLICATION FORM

**CONTINUING PERSONAL GUARANTY**

To induce Lombardi's Marketplace, LLC d/b/a Lombardi's Seafood to make, extend, or renew commercial credit to or for the benefit of \_\_\_\_\_ ("**Purchaser**") pursuant to the Terms and Conditions of Sale attached to the Purchaser's credit application and incorporated herein by reference, which is and will be to the direct interest and advantage of the undersigned guarantor(s) (collectively and individually, as applicable, "**Guarantor**"), Guarantor hereby, jointly and severally (if more than one), absolutely, irrevocably, and unconditionally guarantees to Lombardi's Seafood and its successors and assigns the timely payment and performance of all liabilities and obligations of Purchaser to Lombardi's. Without limitation, Guarantor hereby binds itself to pay on demand any sum which may become due to Lombardi's Seafood from purchaser, including service charges, attorneys' fees and costs and potentially treble damages associated with any collection activities. The interest rate applicable to the Purchaser's account shall continue to accrue after Lombardi's Seafood obtains a judgment against Guarantor. Guarantor hereby waives notice of acceptance hereof, amounts of sale, dates of shipments or deliveries, and notice of default in payment by and legal proceedings against Purchaser. Guarantor acknowledges that the Guaranty is a condition for extending commercial credit to Purchaser. Guarantor hereby consent to any modification or renewal of the credit agreement hereby guaranteed and to all renewals of extension of credit.

This is intended to be, and shall be construed to be, a continuing personal guaranty applying to all sales made by Lombardi's Seafood to Purchaser, and shall not be revoked by: (1) the death of the Guarantor(s); (2) the sale or transfer of Purchaser subsequent to the execution of this Guaranty; or (3) the departure, resignation and/or disassociation for any reason, of Guarantor(s) from Purchaser. This Guaranty shall remain in full force and effect until the Guarantor(s) shall have given notice in writing to Lombardi's Seafood to make no further advances on the security of this Guaranty, and until such notice shall have been received by an authorized agent of Lombardi's Seafood. Unless Lombardi's Seafood agrees in writing otherwise, this Guaranty shall extend to the transactions between Lombardi's Seafood and Purchaser, as well as any successor or related business entities or to any other business entity in which the undersigned owns or holds an Interest. Guarantor(s) agrees to notify Lombardi's Seafood in writing of any changes in the form of the Purchaser's business or ownership of Purchaser's business within five (5) days of such change, otherwise this Guaranty shall extend to Purchaser, and any successor companies, individuals or assignees, or related entities, as a condition of maintaining an open account with Lombardi's Seafood. It is understood and agreed that the Guarantor(s) liability under this Guaranty shall be unlimited.

**GUARANTOR**

X \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



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## Authorization for Credit Card Use

PRINT AND COMPLETE THIS AUTHORIZATION AND RETURN.  
All information will remain confidential

Name on Card: \_\_\_\_\_

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

Billing Address of C.C: \_\_\_\_\_  
\_\_\_\_\_

City \_\_\_\_\_, State \_\_\_\_\_, ZIP \_\_\_\_\_

Credit Card Type:    \_\_\_ Visa        \_\_\_ Mastercard        \_\_\_ Discover    \_\_\_ AmEx

Credit Card Number: \_\_\_\_\_

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

Card Identification Number: \_\_\_\_\_ (last 3 digits located on the back of the credit card)

I authorize LOMBARDI'S MARKETPLACE, L.L.C. to charge to the credit card provided herein. I agree to pay for this purchase in accordance with the issuing bank cardholder agreement. I acknowledge that this form allows Lombardi's Seafood to charge this credit card for any unpaid invoices. Purchaser/cardholder waives all right to dispute or protest any and all such charges with its credit card company or bank. Charges, once made, are final and may only be disputed directly with Lombardi's Seafood.

Cardholder - Please Sign and Date

Signature: \_\_\_\_\_

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

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

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

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

**Return the completed and signed form to the following:** Lombardi's Market Place, LLC. (d.b.a.) Lombardi's Seafood. 1884 Fairbanks Ave., Winter Park, FL 32789 or email to [denise@lombardis.com](mailto:denise@lombardis.com).