

# CHECK PAYMENT APPLICATION

COMPLETE THIS FORM IN ITS ENTIRETY

AND RETURN BY FAX: (305) 663-5613 Toll Free fax: 866 376 2779



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## Company Information:

FULL LEGAL NAME OF APPLICANT	TODAY'S DATE
DBA	PHONE
STREET ADDRESS	FAX
CITY STATE ZIP	INTERNET ADDRESS
ACCOUNTS PAYABLE CONTACT TITLE	ACCOUNTS PAYABLE DIRECT PH# OR EXT.

## Company History:

FEDERAL ID NUMBER	D&B NUMBER	RESALE ID NUMBER
FORM OF BUSINESS: <input type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> LIMITED PARTNERSHIP <input type="checkbox"/> SOLE PROPRIETORSHIP		STATE AND DATE OF INCORPORATION
BUSINESS OPERATED FROM: <input type="checkbox"/> HOME <input type="checkbox"/> STOREFRONT <input type="checkbox"/> OFFICE BUILDING		YEARS IN BUSINESS
LANDLORD OR MORTGAGE HOLDER NAME, ADDRESS & PHONE		YEARS AT PRESENT LOCATION
PREVIOUS BUSINESS ADDRESS		YEARS AT PREVIOUS LOCATION
FORMER COMPANY NAME (IF APPLICABLE)	EVER DECLARED BANKRUPTCY? <input type="checkbox"/> YES <input type="checkbox"/> NO	DATE AND PLACE OF BANKRUPTCY

## Are you a subsidiary or division of a parent company?

PARENT NAME	PHONE
STREET ADDRESS CITY STATE ZIP	

## Bank Information:

NAME AND ADDRESS OF FINANCIAL INSTITUTION	ACCOUNT #	CONTACT NAME AND PHONE
CHECKING		
SAVINGS		
LINE OF CREDIT		

## Principal Officers / Owner(s):

NAME:			TITLE		
DATE OF BIRTH	SOCIAL SECURITY #	HOME PHONE	BUSINESS PHONE		
NAME:			TITLE		
DATE OF BIRTH	SOCIAL SECURITY #	HOME PHONE	BUSINESS PHONE		
NAME:			TITLE		
DATE OF BIRTH	SOCIAL SECURITY #	HOME PHONE	BUSINESS PHONE		
NAME:			TITLE		
DATE OF BIRTH	SOCIAL SECURITY #	HOME PHONE	BUSINESS PHONE		

## Industry Credit References (3 required):

COMPANY NAME	CONTACT	PHONE
STREET ADDRESS CITY STATE ZIP	TERMS/LIMIT	ACCOUNT #

COMPANY NAME			CONTACT		PHONE
STREET ADDRESS		CITY	STATE	ZIP	TERMS/LIMIT      ACCOUNT #
COMPANY NAME			CONTACT		PHONE
STREET ADDRESS		CITY	STATE	ZIP	TERMS/LIMIT      ACCOUNT #

**Account Name(s) to which this applies:** \_\_\_\_\_

**Terms and Conditions:**

1. \_\_\_\_\_ (hereinafter, the "Company"), hereby applies for the right to pay for products/services with Company checks.  
(NAME OF COMPANY)
2. The information and statements in this application are true and complete. Computer Office Solutions, Inc. (hereinafter "COFS.NET") is hereby authorized to obtain any information necessary from any source concerning the statements in this application, and a photocopy of this application shall serve as a release to permit such sources to disclose information about the Company to COFS.NET. In addition, COFS.NET is hereby authorized to send advertisements via facsimile or email to the Company and include the Company's name on its facsimile broadcast list.
3. The Company understands and agrees that, unless otherwise agreed in writing, all purchases must be paid in accordance with COFS.NET' normal terms of sale. The Company also understands and agrees that any past due amount shall be subject to late payment charges of the lesser of (i) 1.5% per month or (ii) the then maximum legal monthly rate of interest permitted by applicable law. The Company will pay a \$25.00 service charge in the event that any check written by the Company is dishonored for any reason.
4. The Company agrees that it will not stop payment on any checks issued to COFS.NET for product(s) and/or service(s) that the Company is purchasing. The Company recognizes that stopping payment in that manner would cause COFS.NET damage, the exact amount of which cannot be determined with reasonable certainty. Therefore, if the Company breaches this paragraph, the Company agrees to pay liquidated damages of \$500 for each breach.
5. In the event that the Company utilizes a credit card to purchase products, the Company agrees that it will not unnecessarily dispute such charges and further agrees to use its best efforts to resolve any good faith dispute.
6. The Company hereby grants to COFS.NET a security interest in any and all goods purchased by the Company from COFS.NET to secure any and all obligations of the Company to COFS.NET, including but not limited to any obligation of payment. The Company agrees to execute any additional documents necessary to perfect or continue the security interest created by this application.
7. To the extent that the Company is provided with company check status, the Company understands that COFS.NET reserves the right at all times, either generally or with respect to any specific order to change or revoke this status. COFS.NET shall have the right without notice to the Company, to declare all invoice amounts due and payable.
8. In the event COFS.NET should commence any action or actions, or otherwise seek to enforce this agreement against the Company or any Guarantor, the Company agrees to pay reasonable attorney(s) fees, collection fees, court costs and other expenses incurred by COFS.NET, whether or not suit is filed. The Company understands and agrees that all sales and other transactions between the Company and COFS.NET will be governed by the laws of the State of Florida, and any dispute arising from this business relationship will be litigated exclusively in the courts of Florida. The Company consents to the jurisdiction of Florida courts.
9. The Company authorizes COFS.NET to run a personal credit report on all of its owners and/or officers.
10. All products sold by COFS.NET to the Company shall be sold and shipped F.O.B., whereupon title and possession of the products and damage relating thereto shall pass to the Company. All insurance charges shall be the sole responsibility of the Company. Freight expenses, if any, shall be charged to the Company in accordance with the then-current COFS.NET freight policy.

The information provided to COFS.NET by the Company will be utilized for the purpose of providing the Company with check payment status. By signing this agreement, the Company agrees to be bound by the terms hereof and asserts that all information contained herein is accurate. The Company agrees to adhere to service policies and procedures established by COFS.NET. The Company further authorizes COFS.NET to obtain any information necessary for the purpose of establishing company check payment status. This agreement is not transferable or assignable without the prior written consent of COFS.NET. This agreement shall become effective upon acceptance by COFS.NET.

WITNESS \_\_\_\_\_ BY: \_\_\_\_\_  
 PRINT NAME \_\_\_\_\_ NAME, TITLE (AS AUTHORIZED SIGNATOR FOR THE COMPANY) \_\_\_\_\_  
 DATE \_\_\_\_\_ DATE \_\_\_\_\_

**Individual Continuing Personal Guarantee:**

I, \_\_\_\_\_, residing at \_\_\_\_\_ for and in  
 (NAME) (ADDRESS)  
 consideration of your extending check payment status at my request to \_\_\_\_\_ (hereinafter referred to as the  
 "Company"),  
 (NAME OF COMPANY)  
 of which I am \_\_\_\_\_ hereby personally and unconditionally guarantee to Computer Office Solutions, Inc. (hereinafter  
 (TITLE)

referred to as 'COFS.NET'), in the State of Florida, any obligation of the Company now existing or hereafter anytime created and I hereby agree to bind myself to pay COFS.NET on demand any sum which may become due to COFS.NET by the Company whenever the Company shall fail to pay the same. It is understood that this guarantee shall be continuing and irrevocable guarantee and indemnity for such indebtedness of the Company. I do hereby waive notice of default, non-payment and notice hereof and consistent to any modification or renewal of check payment agreement hereby guaranteed.

WITNESS \_\_\_\_\_ SIGNATURE \_\_\_\_\_  
 PRINT NAME \_\_\_\_\_ NAME & TITLE \_\_\_\_\_  
 DATE \_\_\_\_\_ DRIVER'S LIC # \_\_\_\_\_  
 & STATE \_\_\_\_\_  
 DATE \_\_\_\_\_