

## New Customer Application and Agreement

### **LATIN SPECIALTIES, INC.**

924 Adele Street  
Houston, Texas 77009  
(713) 861-8107 Fax (713) 861-8121

#### **FOR INTERNAL USE ONLY**

Salesman: \_\_\_\_\_

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

#### **ACCOUNT BILLING INFORMATION:**

CORP. OR LEGAL NAME:
D/B/A TRADE NAME:
CONTACT:
ADDRESS:
CITY/STATE/ZIP:
AREA CODE/ PHONE:
AREA CODE/FAX:

<b>TYPE OF ENTITY:</b>	Proprietorship [ ]	Partnership [ ]	Corporation [ ]
		General [ ]	OTHER [ ]
		Limited [ ]	
Years in Business: _____	REDBOOK Credit NO. _____		
USDA PACA License No: _____	BLUEBOOK Credit NO. _____		

**\*\*Note: If less than 5 years in business or if your Blue Book rating is less than XXXa/b an individual personal guaranty must be filled out and included with this application\*\***

**Complete the following information for all Corporate Officers, Partners, or an Individual Proprietor:**

**Owner/Partner 1:**

Name & Title:
Home Address:
City, State, Zip:
DL #:
Area Code/Phone:

**Owner/Partner 2:**

Name & Title:
Home Address:
City, State, Zip:
DL #:
Area Code/Phone:

**TRADE/CREDIT REFERENCES (If none, please attach financial statement)**

	NAME	ADDRESS	PHONE #
1)			
2)			
3)			
4)			

<b>BANK REFERENCE:</b> Address:	BANK NAME: _____ Checking Acct. No. _____
Bank Officer Name:  Telephone:	CERTIFICATE OF DEPOSIT [ ] YES [ ] NO

<b>BANK REFERENCE:</b> Address:	CERTIFICATE OF DEPOSIT [ ] YES [ ] NO
Bank Officer Name:  Telephone:	

**CONDITIONS FOR THE EXTENSION OF CREDIT**

**FOR THE PURPOSES OF OBTAINING AN EXTENSION OF CREDIT, I/WE ("Applicant") STATE THAT ALL OF THE INFORMATION CONTAINED IN THIS APPLICATION IS TRUE AND CORRECT. THE APPLICANT UNDERSTANDS THAT ALL GOODS SOLD ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

- (1) All goods are sold on open account. All invoices are due and payable without discount on or before expiration of the terms assigned to the account. Payment of invoices shall be made at the offices of Latin Specialties, Inc. ("Latin Specialties"), 924 Adele Street, Houston, Texas 77009. All payments are to be made in cash, check, or cash equivalent payable to Latin Specialties, Inc. A service charge of \$20.00 per check will be assessed for all checks returned by the bank on which they are drawn.**
- (2) Applicant will notify Latin Specialties within 48 hours of any change of ownership of business. Applicant agrees to be liable for the obligations of subsequent owners/operators if the required notification is not provided.**
- (3) Accounts past due may be charged a 1 1/2% (or highest rate allowed by law) service charge each month until the unpaid balance is paid in full. Latin Specialties reserves the right to require payment in advance, or such other security or guarantee of payment of invoices as may be appropriate. Applicant shall provide adequate assurances of ability to pay within twenty (20) days from any request to do so. If Applicant fails to do so, or fails to comply with any other term of this agreement, Latin Specialties shall have the right to withhold goods ordered but not paid for, and all unpaid accounts shall be due and payable without prejudice.**
- (4) If a collection action is undertaken, Latin Specialties shall be entitled to recover a reasonable attorneys' fee, all attendant collection costs, all court costs, and all legal interest accrued on past due principal amounts.**
- (5) THIS IS AN APPLICATION FOR CREDIT. NOTHING HEREIN IS INTENDED BY LATIN SPECIALTIES AS A WAIVER OF ANY RIGHT IT HAS UNDER THE PERISHABLE AGRICULTURAL COMMODITIES ACT, AS AMENDED, 7 U.S.C. §499a, ET SEQ. (PACA). THIS AGREEMENT AND THE RELATIONSHIP BETWEEN THE PARTIES SHALL BE GOVERNED BY APPLICABLE FEDERAL AND TEXAS LAW. APPLICANT SUBMITS TO THE NONEXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN DALLAS, DALLAS COUNTY, TEXAS. VENUE FOR ALL LEGAL PROCEEDINGS SHALL BE IN DALLAS COUNTY, TEXAS; PROVIDED, HOWEVER, WITH RESPECT TO ANY ACTION TO RECOVER MONEY OWED OR FOR INJUNCTIVE OR EXTRAORDINARY RELIEF, THE PARTIES MAY BRING THE ACTION IN ANY FEDERAL OR STATE COURT WHICH HAS JURISDICTION. APPLICANT AND GUARANTOR(S), IF ANY, HEREBY WAIVE ALL QUESTIONS OF PERSONAL JURISDICTION FOR THE PURPOSE OF CARRYING OUT THIS PROVISION. APPLICANT AND GUARANTOR(S), IF ANY, HEREUNDER WAIVE A RIGHT TO TRIAL BY JURY OF ANY ISSUES BETWEEN THE PARTIES.**
- (6) Applicant agrees that this application constitutes the required writing for approve credit terms extended beyond the ten (10) day terms permitted by the PACA.**
- (7) I (We) hereby authorize banks and creditors listed above to release information needed to establish our account.**

Print Name and Title:
Signature:

Approved       Denied      Authorization: \_\_\_\_\_