

ABC COMPANY
ABC's Address
_____, Florida

APPLICATION FOR COD ACCOUNT

LEGAL NAME: _____ TRADE NAME: _____
ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____
TELEPHONE NO.: _____ FEDERAL TAX IDENTIFICATION NO.: _____
FAX NO.: _____ LENGTH OF TIME IN BUSINESS: _____

BANK INFORMATION

BANK NAME: _____
ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____
CONTACT PERSON: _____
CHECKING ACCOUNT NO.: _____

TERMS OF COD DELIVERIES

1. All payments are due and payable in full at the time of delivery.
2. All orders will be deemed accepted unless rejected at the time of delivery. Once the driver leaves, no credits will be given for subsequent claims.
3. 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 attorneys' fees and expenses (pre- and post-judgment, including appeals). Attorneys' fees may be liquidated at thirty-three percent (33%) of the outstanding balance due on account, at the election of ABC Company.
4. Any dispute between the parties shall be litigated in the appropriate court in Orange or Dade County Florida.
5. ABC Company shall have a purchase-money security interest in any goods purchased pursuant to the extent necessary to recover all moneys owed ABC Company from the Applicant.
6. The signer hereof individually and not in any representative capacity shall be responsible for all checks returned unpaid to ABC Company for any reason whatsoever. Likewise, the individual signing below agrees personally to inform ABC Company 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 ABC Company receiving said notice by registered mail.

DATE: _____, 20____

Witness

Printed Name

Owner/ Partner/ Officer Signature

Printed Name