

West Coast Associates of Tampa, Inc.
2720 N. 36th Street
Tampa, FL 33605
813 247-7202 - Telephone
813 248 6673 - Fax

APPLICATION FOR CREDIT

Type of business entity: () Corp. () LLC State of Inc. ____ () Individual/Sole Proprietorship () Partnership
(X) County Government

Applicant Name: Sumter County Board of County Commissioners Date: 1-25-2011

Address: 7375 Powell Rd., Suite 206 Years in Business 158

Wildwood, Florida Zip 34785 Type of Business: County Government

Telephone No. 352-689-4400

Fax No. 352-689-4401

E-Mail Address _____

Purchase Order Required? Yes

Salesperson _____

List below the following information: Corporate Officers, *Individual Owner or *Partner:

Name:	Title:	*Home Address:	Telephone:	*Social Security No.	*Date of Birth
Don Burgess	Chairman	7375 Powell Rd. Wildwood, FL 34785	352-689-4400		

(*Individual Owner or Partner Only)

Are you Florida or Georgia sales tax exempt? () yes () no If yes for either or both attach exemption certificate.

VALUE OF APPLICANT'S BUSINESS- FINANCIAL STATEMENT OF PERIOD ENDING: _____

Total Assets: \$ 490,022,347 Total Liabilities: \$80,841,908 Capital & Net Worth: \$,409,180,439

TRADE REFERENCES:

Name:	Telephone:	Fax:	Contact:
Emmett Sapp Builders	352-748-1949	352-748-1949	Emmett Sapp
Greg Construction	352-794-4140	352-794-4144	
KP Studio Architects	352-622-7163	352-622-6556	

BANK REFERENCES:

The undersigned authorizes all banks, financial institutions or creditors of any kind to provide full financial and credit information and any requested account information to West Coast Associates of Tampa, Inc. ("WCA").

Name:	Address:	Acct #:	Telephone:
Suntrust Bank	401 E. Jackson St, 10 th Fl Tampa, FL 33602	0416500006854	813-224-2552

Contact Adam Horn

The undersigned, ("Applicant"), understands that credit may be extended by WCA, that the repayment terms shall be as specified in the applicable WCA invoice and WCA's standard terms and conditions, a copy of which the undersigned acknowledges it has received, ~~and agrees that past due balances shall be assessed a service charge, and interest at the highest rate allowed by law until payment is made. If the debt that is not paid when due the undersigned agrees to pay to WCA reasonable attorney's fees and costs incurred relative to collection of the debt, whether suit is instituted or not.~~ All debts due and payable to WCA are due and payable at 2720 N. 36th Street, Tampa, FL 33605. Should a lawsuit be instituted to collect any sums due WCA the undersigned consents to venue in **Hillsborough Sumter** County, Florida and submits to the personal jurisdiction of such courts. The undersigned knowingly and voluntarily WAIVES THE RIGHT TO A TRIAL BY JURY in any action related to this application or a claim arising hereunder. A facsimile or copy of this application shall be enforceable as an original. This application shall be binding upon the parties, their successors and assigns. Applicant acknowledges, agrees and accepts the Terms & Conditions of Sale set forth below.

Witness:

Print Name and Title: Don Burgess
Chairman of the Board of County Commissioners

Signature: _____

Sumter County is a government entity and no personal guaranty of payment is applicable

GUARANTY OF PAYMENT

As an inducement to West Coast Associates of Tampa, Inc., a Florida corporation (“WCA”) to extend credit to or for the account of, or on behalf of the applicant identified on the first page of this Application, (the “Applicant”) the undersigned (the “Guarantor(s)”) absolutely and unconditionally guaranty to WCA the punctual payment in full of the principal, interest, and all other obligations due and to become due from the Applicant to WCA, now or hereafter made, incurred, or created, whether voluntary or involuntary and however arising, whether due or not due, absolute or contingent, liquidated or unliquidated, and whether recovery upon such indebtedness may be or hereafter become barred by any statute of limitations, or whether such indebtedness may be or hereafter become invalid or otherwise unenforceable, from time to time, from the date hereof until the termination of this Guaranty, and whether otherwise guaranteed or secured, and whether on open account or evidenced by a note, draft, letter of credit, or other instrument or document. The Guarantor(s) expressly waives the following: notice of the incurring of indebtedness by the Applicant; the acceptance of this Guaranty; presentment and demand for payment, protest, notice of protest and notice of dishonor or nonpayment of any instrument evidencing indebtedness of the Applicant; any right to require suit against the Applicant or any other party before enforcing this Guaranty; and any right of indemnity, reimbursement, contribution or subrogation from the Applicant. The Guarantor(s) further waives any defense arising by reason of any disability or other defense of Applicant or by reason of the cessation from any cause whatsoever of the liability of Applicant, or by reason of any act or omission of WCA or others which directly or indirectly results in or aids the discharge or release of Applicant of any indebtedness or of any security therefor by operation of law or otherwise. The Guarantor(s) agrees to remain bound under this Guaranty, notwithstanding WCA’s extension of time, the granting of any other modification of any obligation of the Applicant and/or the acceptance alteration or release of any security, whether provided by the Applicant or any other person. The undersigned waives all right of subrogation and/or contribution. This Guaranty is a guaranty of payment and not of collection and is unlimited in amount, and is a continuing, cumulative Guaranty. The laws of the State of Florida shall govern the validity, construction, interpretation and administration of this Guaranty without regards to principles of conflicts of laws. The undersigned consent to venue of any litigation related to this Guaranty in Hillsborough County, Florida and submits to the personal jurisdiction of such courts The liability of the undersigned shall be joint and several.

This Guaranty is fully enforceable irrespective of any defenses that the Applicant asserts, including but limited to failure of consideration, breach of warranty, payment, statute frauds, statute of limitations, accord and satisfaction and usury. The Guarantor(s) further agrees to pay the WCA any and all costs, expenses and reasonable attorneys' fees paid or incurred by the WCA in collecting or endeavoring to enforce this Guaranty, including but not limited to any attorneys' fees which the WCA might incur in representation of its interest with respect to any bankruptcy proceeding of the Applicant or the Guarantor(s), whether such bankruptcy proceeding is voluntary or otherwise, including the amount of any preference liability and the costs of any preference, or on appeal. Should a suit be instituted to collect any debt due and owing to WCA, the undersigned consents to venue in Hillsborough County, Florida and consents to the personal jurisdiction of any such court. The Guarantor knowingly and intentionally WAIVES THE RIGHT TO A TRIAL BY JURY in any action related to this Guaranty. This Guaranty shall not be modified unless evidenced by written instrument signed by the WCA. The signature below is the personal guaranty of that person, regardless if that person is identified in any other capacity. A facsimile or copy of this Guaranty shall be enforceable as an original. If any provision contained in this Guaranty shall for any reason be held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Guaranty shall be construed as if any such invalid, illegal or unenforceable provision had not been contained herein. This Guaranty shall be binding upon the Guarantor(s), their successors and assigns.

Witness:

GUARANTOR(S):

Name: **This form is not applicable to government entities**

Signature: _____

Address: _____

Name: _____

Signature: _____

Address: _____

Terms & Conditions of Sale

West Coast Associates of Tampa, Inc. is herein referred to as the "Company".

1. All prices are F.O.B. shipping point unless otherwise specified. The prices quoted herein are subject to addition for federal, state, or local taxes.
2. Claims for shortages, losses, and apparent or concealed damages sustained in transit shall be made by the Purchaser with the carrier.
3. Shipping dates are approximate and are dependant upon prompt receipt of all necessary information by the Company. The Company shall not be liable for late delivery due to fire, strike, civil or military authority, insurrection or riot, unavailability of materials or parts and for other causes beyond its reasonable control and the Company shall not be liable for incidental or consequential damages arising from late delivery.
4. All equipment and supplies shall be installed by and at the expense of the Purchaser unless otherwise stipulated in writing. The Company may furnish, at its option, personnel to observe the installation of the equipment. Such expenses shall be borne by Purchaser. Purchaser accepts responsibility for all loss occurring during the erection of the equipment by events including, but not limited to, fire and disaster or other casualty.
5. The parties hereto acknowledge and agree that the Purchaser must pay the entire purchase price according to the Company's terms of sale [need to note standard term – i.e., net 30?]. In the event the Purchaser defaults, the Company may charge and collect a late charge of 1½ per month of the past due balance. The Company shall also be entitled to all costs of collection, including court costs and attorneys fees in the event of the default by the Purchaser.
6. No terms or conditions or purchase orders and/or contracts different from the terms of the Company will become a part of any sales agreement, purchase order or other document(s) unless specifically approved in a separate writing by the Company.
7. The Purchase agrees to provide the Company upon request a statement representing that the Purchase is and remains solvent.
8. The Company warrants [that the equipment, materials and supplies are warranted to conform to the specifications provided to Company]. THE COMPANY MAKES AND GIVES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND IT IS EXPRESSLY UNDERSTOOD THAT IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY EXCLUDED WITH REPECT TO ANY AND ALL GOODS, MATERIALS, OR SERVICES FURNISHED BY THE COMPANY. This general warranty policy supersedes any other warranties contained in plans or specifications on which a quotation or proposal from the Company may be based and cannot be expanded with out the prior and specific written consent of the Company.
9. The Company shall not under any circumstances be liable for special or consequential damages, such as, but not limited to, damages or loss of other property or equipment, loss of profits or revenue, cost of capital, cost of purchased or replacement goods or claims of customers of Purchaser for service interruptions. Any remedy of Purchaser is limited solely to a repair or replacement, at Company's option, of [any goods or materials that do not conform to the specifications provided to the Company]. The remedy set forth herein is exclusive, and the liability of the Company with respect to any contract, or anything done in connection therewith such as the performance or breach thereof, or from the sale, delivery, resale, installation or use of any goods sold, whether arising out of any contract, negligence, strict tort, or under any warranty or otherwise, shall not exceed the price of the goods upon which such liability is based.
10. Purchase waives any and all privileges and rights that it may have under Chapter 47, Florida Statutes, relating to venue, as it now exists or may hereafter be amended and further agrees that any action brought against Company must be brought solely in the appropriate courts of the State of Florida in ~~Hillsborough~~ Sumter County, Florida.
11. If Purchaser provides a non-written acceptance of Company's bid, quotation of proposal, any exception must be made in writing to the Company within 10 days or the quotation, bid or proposal is accepted by the Purchaser without exceptions.
12. An order may be canceled by the Purchaser only if agreed to by the Company and upon payment of reasonable charges based upon the expenses incurred and commitments made by the Company.
13. The Company and Purchaser agree that the Company may assign all of its right, title and interest in and to any contract or account created hereby including without limitation, its collection remedies; and, Purchaser shall attorn to such assignee.
14. Purchaser agrees that all funds owed to Purchaser from anyone or received by Purchaser to the extent that those funds result from the labor or equipment or materials furnished by the Company shall be held in trust for the benefit of the Company ("Trust Funds"). Purchaser agrees that it has no interest in Trust Funds held by anyone and to promptly account for and pay to the Company all Trust Funds.
15. If Purchaser is not a corporation or limited liability company and subsequent to making this application incorporates the business or forms a limited liability company for the business, with or without the knowledge of Company, Purchaser agrees to be jointly and severally liable to the Company for any indebtedness incurred by or transferred to such corporation or limited liability company.
16. Purchaser waives the right to a trial by jury of an action or claim brought by Purchaser against Company or by Company against Purchaser.
17. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES, AND MAY NOT BE ALTERED EXCEPT IN WRITING SIGNED BY AN OFFICER OF THE COMPANY AND THE PURCHASER AND SHALL BE CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF FLORIDA.