



**Commercial C.O.D. Application**  
**Gemaire Distributors LLC, Air Systems Distributors LLC,**  
**and Affiliated Companies**



Please complete this Application ("Agreement") to establish a Cash On Delivery ("C.O.D.") account with Gemaire Distributors LLC, and/or Air Systems Distributors LLC ("CREDITOR"). This Agreement will also apply to any of CREDITOR'S successors in interest, affiliated companies, subsidiaries, and/or assigns with whom you may do business with in the future. All information below must be completed before this Agreement is reviewed. CREDITOR will rely on this information to sell goods to you.

Business' Legal or Incorporated Name: \_\_\_\_\_

DBA's, Fictitious, or Tradenames Used (if applicable): \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip code: \_\_\_\_\_ County: \_\_\_\_\_

Phone#: \_\_\_\_\_ Fax#: \_\_\_\_\_ Federal ID #: \_\_\_\_\_

Business Status:  Corporation  Partnership  Limited Liability Company  
 Sole Proprietorship  Other \_\_\_\_\_

**NOTE: ALL PURCHASES ARE SUBJECT TO SALES/USE TAX. IF YOUR COMPANY IS EXEMPT, A COPY OF YOUR TAX/USE EXEMPTION CERTIFICATE MUST BE ATTACHED TO THIS APPLICATION.**

**A. PROVIDE THE FOLLOWING INFORMATION FOR AN OFFICER or PRINCIPAL OF THE BUSINESS ENTITY**

1. Name: \_\_\_\_\_ SSN: \_\_\_\_\_

Home Address: \_\_\_\_\_ Driver's License#: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip code: \_\_\_\_\_ Phone: \_\_\_\_\_

Title With Company: \_\_\_\_\_ Mobile Phone: \_\_\_\_\_

2. Contractor License # (Enclose Copy): \_\_\_\_\_ EPA Certification # (Enclose Copy): \_\_\_\_\_

**TERMS AND CONDITIONS**

The above-mentioned Business ("BUYER") acknowledges and agrees that CREDITOR'S corporate address is located at 2151 W. Hillsboro Blvd, Suite 400, Deerfield Beach, Florida 33442. BUYER agrees that this AGREEMENT shall be deemed to have been made in the United States in the State of Florida and shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by the laws of the State of Florida, without reference to principles of conflicts of laws thereof. To the fullest extent permitted by law, BUYER consents to submit to the jurisdiction of the courts of or for the State of Florida in connection with any action or proceeding arising from or related to this AGREEMENT. The venue for all suits, counterclaims, causes of actions and/or legal proceedings arising from or related to this AGREEMENT shall be instituted and maintained, at CREDITOR'S discretion, in any court of competent jurisdiction in Broward, Dade, Miami- Dade, Palm Beach, or Martin Counties, in the State of Florida. In the event that it becomes necessary to place the account with an attorney and/or third parties for the collection of any unpaid balances, BUYER agrees to pay all costs of collection, including pre-judgment reasonable attorney fees, collection costs, interest, post judgment attorney fees, interest, collection costs and all costs and fees related to any appellate proceedings, if applicable.

This Agreement can be executed in an original format or in a facsimile format. Either format constitutes an original document.

The undersigned certifies that all of the information on this AGREEMENT is complete, factual, correct, and understands that the CREDITOR will rely on the accuracy of this information for any credit that may be extended. By signing below, the undersigned agrees to the Terms and Conditions stated herein the undersigned hereby represents that he/she is authorized by the BUYER to execute this legally binding AGREEMENT.

\_\_\_\_\_  
Signature of Authorized Person Title Date

\_\_\_\_\_  
Printed Name of Authorized Person