

Credit Agreement and Application



NAME OF CREDIT APPLICANT (s) to be listed on the Account:			
Street Address	City	Zip	Phone
Billing Address	City	Zip	Fax
BUSINESS INFORMATION:			
<input type="checkbox"/> Corporation <input type="checkbox"/> Limited Partners <input type="checkbox"/> Partners <input type="checkbox"/> Sole Owner <input type="checkbox"/> Individual			
Type of Business		IRS #	
Year Established	At Present Location Since	Dun & Bradstreet #	
Annual Sales \$	Terms of Payment	Credit Requested \$	
List of all Owners, Partners or Officers:			
Name		Title	
Name		Title	
Name		Title	
REFERENCES: (Give only names of those you buy from on an open account)			
Name		Phone	Fax
Name		Phone	Fax
Name		Phone	Fax
Bank Name	Account #	Branch	Contact Phone
Anticipated number of shpts per month			
Payable Contact name		Email	Phone Fax

Unless other specific arrangements have been made in advance, each invoice is due and payable upon presentation. This policy is based on our requirement to advance large sums to U.S. Customs, Carriers, and Forwarders on your behalf, often before a shipment can be released for delivery. Disbursement fees shall apply to all disbursements, and shall accrue monthly. Invoices paid within 7 days of issuance will not be subject to disbursement fees. Past due invoices are subject to interest charge. Subsequent payments will be applied first against such interest charges and secondly against past due invoices. Regardless of what credit is agreed to between ClearFreight and the Applicant, ClearFreight reserves the right to modify a client's status without prior notice. Where credit is agreed upon, applicant undertakes to pay within terms and to comply with Customs Regulations. ClearFreight will be held harmless and without liability for Customs penalties, third party claims or losses beyond reasonable control. If it becomes necessary to place a claim in the hands of an attorney or agency for collection, reasonable attorney's or agency's fees will be for the account of the applicant. Applicant hereby represents that as of the date of this application, they are solvent as that term is understood by the application of generally accepted accounting principles. Applicant agrees that the foregoing representation is ongoing and further agrees that any material change in financial information or solvency shall be reported to ClearFreight by facsimile or email within 24 hours of acquiring such status.

All business is conducted according to the National Customs Brokers and Freight Forwarders Association of America, Inc. Terms and Conditions of Service which are included herein. By signing this agreement you acknowledge that you have read, understood and accepted these terms and conditions.

- General Lien and Right to Sell Property:
- a) ClearFreight shall have a general and continuing lien on any and all property (including documents) of the undersigned company coming into its actual or constructive possession or control for monies owed to ClearFreight, its subsidiaries and related entities, including its NVOCC operations, with regard to the shipment on which the lien is claimed, a prior shipment(s) and/or both;
 - b) ClearFreight shall provide written notice to the undersigned company of its intent to exercise such lien, the exact amount of monies due and owing, as well as any ongoing storage or other charges; the undersigned company shall notify all parties having an interest in its shipment(s) of ClearFreight's rights and/or exercise of such lien.
 - c) Unless, within thirty (30) days of receiving notice of the lien, the undersigned company posts cash or a letter of credit at sight, or if the amount due is in dispute, and acceptable bond equal to 110% of the value of the total amount due ClearFreight's favor, guaranteeing payment of the monies owed, plus all storage charges accrued or to be accrued, ClearFreight shall have the right to sell such shipment(s) at public or private sale or auction and any net proceeds remaining thereafter shall be refunded to the undersigned company.

I, the undersigned officer or agent of the applicant, am authorized to prepare and submit this agreement and application. I have read and concur with the terms and conditions contained herein, and affirm that all information provided herein is correct and without omission of any material fact or circumstance which bears upon the applicant's credit worthiness.

Signed _____ By _____ Date _____
 (signature) (Name and Title of person signing)

