



ACCOUNT APPLICATION

Phone 305 591 7713
 Fax 305 591 7731
 email back to: accounting@e-logistics.us

Sales Representative:		Date:
Business Contact Information		
Company Name:		
Phone:	Fax:	e-mail:
Date business commenced:	Industry business:	
Type of Business	Sole Proprietorship/Partnership/Corp/LLC :	
Accounts Payable Information		
Contact name:		
Phone:	Fax:	e-mail:
Business and Credit Information		
Primary Business Address:		
City:	State:	Zip Code:
Years at current location:	Website:	
Telephone:	Fax:	email:
FEID:	Expected Monthly Shipping:	
Bank Name:	Contact:	
Bank Address:	Phone:	
City:	State:	Zip Code:
Type of Account:	Savings:	Checking:
Account Number:		
Business References		
Company Name:	Contact:	
Address:		
Phone:	Fax:	e-mail:
Company Name:	Contact:	
Address:		
Phone:	Fax:	e-mail:
Company Name:	Contact:	
Address:		
Phone:	Fax:	e-mail:
Signature of officer:		Title:
Printed Name:		Date:

This application is submitted to Evolution Logistics Corp. (hereinafter "Evolution Logistics") for the purposes of obtaining credit. The undersigned is authorized to make this application on behalf of the above-named company, herein referred to as "The Customer", and certifies that all information is correct to the best of his or her knowledge. Should credit be approved, the Customer agrees to pay all invoices within 15 day terms and agrees to pay the interest that will be applied to all past due accounts at the rate specified in the Credit Terms and Conditions. All collection costs, including but not limited to attorney/agency fees and court costs, will be the responsibility of the Customer. Evolution Logistics Credit Terms and Conditions are clearly listed on the reverse side of this application and is available on Evolution Logistics website at <http://e-logistics.us/downloads/>. This application covers a series of shipments to be made. The Customer acknowledges that all bookings and shipments carried by Evolution Logistics are subject to its Bill of Lading Terms and Conditions, and that all goods stored at Evolution Logistics' warehouses are subject to its Warehousing Terms and Conditions, all are acknowledged to have been provided and agreed to by the Customer. They are also available in writing upon request. These terms include Customer's grant to Evolution Logistics' "A GENERAL AND CONTINUING LIEN ON ANY AND ALL PROPERTY (AND DOCUMENTS RELATING THERETO) OF THE CUSTOMER COMING INTO EVOLUTION LOGISTICS ACTUAL OR CONSTRUCTIVE POSSESSION, CUSTODY OR CONTROL" which Customer hereby expressly agrees to grant. Exclusive jurisdiction over any dispute is agreed to lie with courts located in the State of Florida, United States of America, with venue in Miami-Dade County, FL. By signing this application, I, the Customer, acknowledge that I have personally guaranteed the debts and obligations of the Customer and agree that I am personally obligated to perform all of the terms of and make all payments to Evolution Logistics required by the agreement of which this application is a part.

CREDIT TERMS AND CONDITIONS

Evolution Logistics, Corp. (the "Company") standard payment terms require receipt of cash in advance of performance. If the Company extends credit to the Customer (hereinafter "Applicant"), the following additional Credit Terms and Conditions are hereby agreed to be applicable. The amount of credit issued to the Applicant is subject to periodic revisions and the Company may decide to decrease, increase or revoke the monetary limits and at the company's sole discretion, any debt may be declared immediately due and payable upon demand at any given time. This may be done at the sole discretion of the Company. By establishing a credit account for the Applicant, the Company shall be under no obligation to incur any expense, guarantee payment, or advance money on behalf of the Applicant. The fact that the Company has made a payment, advance or guarantee shall not be construed as a waiver of this provision.

The Applicant shall remain absolutely responsible and unconditionally liable for all payments due to the Company pursuant to this Agreement and guarantees payment of all such amounts if the Applicant's forwarder, broker or other agent fails for any reason to make such payment to the Company. The Applicant recognizes that the issuance of any Bill of Lading marked "Prepaid" or "Freight Prepaid" shall not be a representation or acknowledgement by the Company that such freight has in fact been paid. The Applicant, their owners and their principals, shall be jointly and severally liable to the Company for the payment of all invoices due, without discount, together with any Court costs, expenses, and reasonable attorney fees incurred in collecting any sums due the Company.

The Applicant agrees to keep the account current and agrees to pay each invoice in full within the time provided by applicable law or tariff. If no time is provided by law or tariff, Applicant promises to pay each invoice in full within 15 days of the date of the invoice. If the Applicant fails to keep the account current, all amounts owed by the Applicant shall immediately become due and payable. If the account is not paid when due, a delinquency charge shall accrue on the unpaid amount at the rate of 1.5% per month or part thereof. If the delinquency charge exceeds that permitted by applicable law, the charge shall be the maximum permitted by applicable law. If any invoices remain unpaid for thirty (30) days after demand for payment, the Company may, in addition to any other rights it has under other agreements and/or applicable law, exercise any or all the rights of a secured party under the Uniform Commercial Code now in effect in the State of Florida. The foregoing shall be construed according to the internal substantive laws of the State of Florida, without regard to the conflict of law principles of such State.

As security for Applicant's obligations hereunder, Applicant hereby executes **this security agreement and grants the Company a general and continuing lien on all property of the Applicant coming into Company's actual or constructive possession or control for monies owed to Company with regard to the shipment on which the lien is claimed, a prior shipment(s) and/or both.** Applicant hereby appoints the Company as its lawful attorney-in-fact for the limited purpose of executing and/or filing on its behalf any further documents necessary to evidence or perfect the Company's security interest hereunder, including without limitation executing UCC-1 Financing Statement and filing it in the appropriate governmental records. It is understood this Applicant profile/credit application in no way obligates the Company to extend credit to Applicant.

If the Applicant fails to perform any obligation under this agreement or any tariff, Bill of Lading or contract with the Company, the Company may immediately terminate this agreement without demand or notice, require that all amounts owed become immediately due and payable, refuse to issue or release Bills of Lading marked "Prepaid" or "Freight Prepaid" even though cargo was so booked, foreclose its lien(s) and security interest on any and all cargo that comes into Company's actual or constructive possession or control, and exercise any other right or remedy available under law. The Applicant acknowledges that they have read and understand the Company's Bill of Lading terms and conditions, a copy of which has been provided to the Applicant.

Applicant agrees to pay the Company for costs of collection, including reasonable attorney fees incurred in connection with the collection of this account, or if this account is placed in the hands of a collection agency, then the Applicant agrees to pay the Company as additional and liquidated damages an amount equal to 50% of the amount unpaid thereon, together with such reasonable attorney fees as may be incurred in connection with the collection.

Applicant acknowledges that this application has been submitted with the knowledge that it will be relied upon in extending credit. Applicant further agrees to give the Company permission to make inquiry on financial and related matters at Applicant's bank, bonding company or lending firms and authorizes such firms to give same to the Company. Applicant's signature is authorization for release of information from both bank and credit references.

These terms and conditions and the relationship of the parties shall be construed according to the laws of the State of Florida, without considering principles of conflict of law. Applicant and Company (a) irrevocably consent that the United States District Court and the State courts of Florida located in the Miami-Dade County shall have the exclusive jurisdiction over any action arising out of or in any way relating to these credit application and terms and conditions; (b) consent to the exercise of in personam jurisdiction by said courts over it, and (c) further agree that any action to enforce a judgment may be instituted in any jurisdiction. The prevailing party in any such litigation shall be entitled to recover its costs incurred therein, including reasonable attorney's fees. The Applicant acknowledges, by signing this application, that Miami-Dade County, Florida is the place of venue for all purposes, and that all collection costs including but not limited to attorney/agency fees and court costs incurred by the Company will be the responsibility of the Applicant. The Applicant further states that it has read and agreed to the Company's Terms and Conditions of Service, which shall be binding upon Applicant.

The undersigned _____ (print name) for value does hereby agree to the above terms and conditions on behalf of the Applicant.

Name _____ Title _____
Signature _____ Date _____