



7375 NW Roy Road • Cornelius, Oregon 97113
(503) 693-1125 • Toll Free: 1-866-776-0774

CREDIT APPLICATION

PLEASE FAX CREDIT APPLICATION TO:

FAX: 503-616-9026
P.O. BOX 280 • BANKS, OREGON 97106
TOLL FREE: 1-866-776-0774
E-MAIL: creditdept@gwnursery.com



7375 NW Roy Road • Cornelius, Oregon 97113
(503) 693-1125 • Toll Free: 1-888-741-6560

BUYER NAME ("BUYER"):			DATE:
MAILING ADDRESS:			TELEPHONE: ()
CITY:	STATE:	ZIP CODE:	FAX: ()
NATURE OF BUSINESS:			E-MAIL:

YEAR BUSINESS ESTABLISHED: CORPORATION PARTNERSHIP SOLE PROPRIETOR LLC

NAME OF OFFICERS OR PARTNERS, OWNERS (IF SOLE PROPRIETOR):

BUYER'S SOCIAL SECURITY NUMBER OR FED ID NUMBER:	PURCHASE ORDER REQUIRED? <input type="checkbox"/> YES <input type="checkbox"/> NO	STATE TAX NUMBER:
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BANK REFERENCE

PRINCIPAL BUSINESS BANK:	BRANCH:	TELEPHONE: () FAX: ()	
ADDRESS:	CITY:	STATE:	ZIP CODE:
ACCOUNT NUMBER:	SAVINGS? <input type="checkbox"/> YES <input type="checkbox"/> NO	CHECKING? <input type="checkbox"/> YES <input type="checkbox"/> NO	LOAN? <input type="checkbox"/> YES <input type="checkbox"/> NO

CREDIT REFERENCES (LIST 4 BUSINESS REFERENCES)

1 2 3 4	NAME:	ADDRESS:	TELEPHONE: () FAX: ()
	NAME:	ADDRESS:	TELEPHONE: () FAX: ()
	NAME:	ADDRESS:	TELEPHONE: () FAX: ()
	NAME:	ADDRESS:	TELEPHONE: () FAX: ()

HAS BUYER OR ANY OF ITS OWNERS OR OFFICERS EVER FILED FOR BANKRUPTCY? YES NO

AGREEMENT – MUST BE SIGNED BY AN OFFICER OR OWNER OF APPLICANT

Everything that I have stated in this Credit Application is true and correct. Buyer's request for credit is subject to Seller's approval, in Seller's sole discretion. Buyer understands that Seller will keep this Credit Application whether or not credit is approved or extended to Buyer. Seller is authorized to obtain a credit report or other investigative or consumer report(s) on Buyer and any officer, manager or owner of Buyer who sign this Credit Application, and to take any actions to verify the credit experience or history of Buyer, or any of Buyer's officers, managers or owners who sign this Credit Application.

Each person signing below or on the reverse side of this Credit Application is authorized to sign as or on behalf of Borrower, and each represents and warrants to Seller that Buyer and each such person signing has full authority and power to execute this Credit Application. If Seller approves Buyer's request for credit, then the terms and conditions of this Credit Application will constitute a valid and binding obligation of Buyer.

Buyer and each person signing below understand and acknowledge the terms and conditions contained on the reverse side of this Credit Application.

UNDER OREGON LAW, MOST AGREEMENTS, PROMISES, AND COMMITMENTS MADE BY LENDERS AFTER OCTOBER 3, 1989, CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY THE BORROWER'S RESIDENCE, MUST BE IN WRITING, EXPRESS CONSIDERATION, AND BE SIGNED BY THE LENDER TO BE ENFORCEABLE.

By _____ Date _____ Title _____

PLEASE INCLUDE RESALE CERTIFICATE (OR SALES TAX EXEMPTION FORM)
APPLICATION NOT COMPLETE UNLESS SIGNED ON BOTH SIDES

Without limiting any other term or condition contained herein, Buyer's order, statement of intent to purchase or direction to proceed with shipment of any goods or services ("Product" or "Products") offered for sale by Seller, or Buyer's acceptance of all or any part of such Products, constitutes Buyer's assent to the terms and conditions contained herein. If Buyer's request for credit is approved by Seller, the terms and conditions contained in this Credit Application represent the entire agreement as to all purchases of Product by Buyer from Seller *except* to the extent Seller otherwise agrees in writing (including, without limitation, any written invoice or monthly or other statement issued by Seller).

Except as otherwise set forth herein, Buyer and Seller agree as follows:

1. Payment terms are net thirty (30) days (meaning payment is due from Buyer in cash or other readily available funds not later than thirty (30) days after the date of any written invoice issued by Seller), unless otherwise specified on such written invoice. Any obligation of Buyer not paid by its due date will accrue a late charge equal to the highest legal interest rate authorized by the state of Buyer's location.
2. Seller reserves the right, in its sole discretion, to refuse shipment to Buyer if any amount owing by Buyer to Seller under this Credit Application is more than thirty days past due.
3. Buyer agrees to pay reasonable collection costs of whatever kind or nature Seller expends to collect or enforce any obligation of Buyer arising under or related to this Credit Application. Buyer further agrees that all the collection costs, attorney fees and costs and disbursements will be added to the unpaid obligations of Buyer and when so added will accrue late charges at the rate described herein until paid. Venue will be at sole discretion of Seller.
4. Except as otherwise provided in paragraph 13 below, Buyer agrees that invoices and monthly or other statements (if any) are conclusive and accurate in all respects unless Buyer notifies Seller in writing of any objection within ten (10) days after Buyer's receipt of such invoice or statement.
5. All sales of Product must be prepaid until Seller approves (in its discretion) of the extension of credit to Buyer.
6. Should Product order adjustments be required, Seller will substitute the closest possible size (not more than one size up or down on field stock).
7. Seller will bear no liability for Product damaged during unloading or after delivery.
8. Short counts of Product or transit damage must be noted in writing on the shipper's bill of lading before delivery shipper's vehicle departs from Buyer's location and driver's signature must be clearly notated and dated thereon.
9. All Product prices are FOB Seller's location (nursery) unless otherwise stated in writing by Seller.
10. All freight charges are additions to Product prices and are due shipper upon completion of delivery.
11. Seller's delivery dates are estimates only. Seller accepts no liability for deliveries which are not made in accordance with Buyer's shipping schedules.
12. All claims of unsatisfactory Product must be made in writing and received by Seller within 48 hours after delivery.
13. All Product orders are subject to stock on hand, crop conditions, acts of God and availability.
14. Prices are subject to change at the sole discretion of Seller.
15. Seller accepts no liability for any financial losses due to unavailability or physical condition of Product. Except as otherwise set forth herein, Seller disclaims all warranties, either express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose with respect to the Product.
16. Product order cancellations or revisions can be made not later than thirty (30) days before scheduled delivery.
17. Without limiting the foregoing, no claim will be honored by Seller if the Product in question has been sold or otherwise disposed of prior to inspection.
18. Without limiting the foregoing, no claim will be honored by Seller for Product that has been mishandled, maintained or stored incorrectly. Including frost and drought damage.

By _____ Date: _____ Title: _____

CONTINUING PERSONAL GUARANTEE

In consideration of the extension of credit from Seller to Buyer as stated in this Credit Application, the undersigned (individually and collectively referred to as "Guarantor"), jointly and severally, hereby absolutely and unconditionally guarantees, on a continuing basis, the full, prompt and unconditional payment and performance of all Buyer's obligations owing to Seller, including without limitation, the timely payment of all present and future indebtedness, whether secured or unsecured and regardless of how such indebtedness is represented or incurred ("Obligation" or "Obligations"). Guarantor consents to any extension or alteration of any Obligation and guarantees such without prior notice, demand or pursuit of remedies against Buyer or any other party primarily liable. Notice of acceptance of this guarantee, as well as all demands, presentments notices of protest or dishonor, and notices of every kind or nature are hereby fully waived by each Guarantor under this guarantee and under any other agreement between Guarantor and Seller. This guarantee shall continue in effect as to each Guarantor until the Guarantor has notified the Seller in writing of his or her cancellation; provided however, that such cancellation shall not alter any Obligation of such or any other Guarantor arising hereunder prior to receipt of such written notice; provided, further, however, such cancellation shall be effective only upon acceptance thereof by Seller, in Seller's sole discretion. Guarantor hereby further agrees to indemnify and hold Seller harmless from any loss, damage, liability, cost or expense (including, without limitation, attorney fees incurred at trial and on appeal and in bankruptcy) caused by or arising out of or related to any default of any obligation of Buyer guaranteed hereunder. Guarantor further agrees to pay all reasonable costs, expenses and attorney's fees incurred in the enforcement of this guarantee, or in the enforcement of any obligation arising as a result of the extension of credit from Seller to Buyer, including without limitation, the collection of any past due indebtedness owed by Buyer to Seller, whether or not suit is filed. This agreement shall bind the heirs and personal representatives and successors of the undersigned. This continuing guarantee shall be governed by the laws of the state of Seller and venue shall be in same, at the sole discretion of Seller.

By: _____ Date: _____