

Confidential Credit Application

BUSINESS NAME: _____
PHYSICAL ADDRESS: _____
BILLING ADDRESS: _____
TELEPHONE NUMBER: _____ FAX NUMBER: _____ CONTRACTOR LICENSE #: _____
IF LESS THAN 2 YEARS: _____
PRIOR BUSINESS NAME: _____
ADDRESS: _____
IS YOUR PURCHASE TAXABLE: _____ IF NO, RESALE NUMBER: _____

SALES TAX WILL BE CHARGED UNLESS WE HAVE A PROPERLY COMPLETED RESALE CARD
PLEASE COMPLETE THE APPROPRIATE SECTIONS BELOW (A, B, C)

A. PROPRIETOR: _____
NAME STREET ADDRESS CITY STATE ZIP
SOCIAL SECURITY NUMBER: _____ TELEPHONE NUMBER: _____
IF LESS THAN 2 YEARS PRIOR BUSINESS NAME: _____

B. PARTNERSHIP: _____
PARTNERS NAME STREET ADDRESS CITY STATE ZIP SOCIAL SECURITY #

PARTNERS NAME STREET ADDRESS CITY STATE ZIP SOCIAL SECURITY #

PARTNERS NAME STREET ADDRESS CITY STATE ZIP SOCIAL SECURITY #

PARTNERS NAME STREET ADDRESS CITY STATE ZIP SOCIAL SECURITY #

C. CORPORATION: DATE INCORPORATED: _____

PRESIDENT: _____
NAME STREET ADDRESS CITY STATE ZIP SOCIAL SECURITY #
TREASURER: _____
NAME STREET ADDRESS CITY STATE ZIP SOCIAL SECURITY #
SECRETARY: _____
NAME STREET ADDRESS CITY STATE ZIP SOCIAL SECURITY #
VICE PRES: _____
NAME STREET ADDRESS CITY STATE ZIP SOCIAL SECURITY #

BANK INFORMATION

NAME OF YOUR BANK: _____ ADDRESS: _____ CITY: _____ STATE: _____

CHECKING ACCOUNT NUMBER: _____ BANK OFFICER: _____

1. _____
VENDOR NAME STREET ADDRESS CITY STATE ZIP TELEPHONE #
2. _____
VENDOR NAME STREET ADDRESS CITY STATE ZIP TELEPHONE #
3. _____
VENDOR NAME STREET ADDRESS CITY STATE ZIP TELEPHONE #
4. _____
VENDOR NAME STREET ADDRESS CITY STATE ZIP TELEPHONE #

EMAIL ADDRESS: _____

AUTHORIZATION TO OBTAIN CONSUMERS CREDIT REPORT

The undersigned hereby gives consent for Village Nurseries to obtain a consumer credit report on me/us for the express purpose of evaluating my/our credit worthiness in connection with this application for credit.

NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

SOCIAL SECURITY NUMBER: _____

NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

SOCIAL SECURITY NUMBER: _____

NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

SOCIAL SECURITY NUMBER: _____

CONTINUING GUARANTEE

For valuable consideration given, or to be given. The undersigned hereby personally guarantees to pay all indebtedness or liability incurred in the name of the applicant firm without qualification or limitation. This guarantee shall inure to the benefit of and bind heirs, administrators, executors, successors, and assigns of the parties hereto. The undersigned waves notice of default, diligence, resort of security, joiner of debtor, or obligation to proceed first against debtor. Guarantor hereby authorizes Village Nurseries to obtain consumer credit reports during the life of this agreement.

SIGNATURE OF APPLICANT

DATE

Credit Terms and Conditions

COMPANY NAME _____

- 1. Terms and Conditions of Payment.** Net 30 days from invoice date. In the event it becomes necessary for Village Nurseries to file suit to enforce payment of past due amounts, such suits may be brought in Orange County, California, at the option of Village Nurseries. Village Nurseries shall be entitled to collect reasonable attorney fees, court costs, and SERVICE CHARGES at 1.5 % per MONTH (18% PER ANNUM), or such other legal maximum rate as allowed in any state other than the principle place of business of Village Nurseries at Orange, California.
- 2.** Interest will accrue after 60 days on unpaid invoices from the last day of the month, following delivery or shipment. Interest will accrue at the rate of 18% ANNUAL PERCENTAGE RATE or 1.5% PER month.
- 3.** It shall be the Buyers responsibility to verify the accuracy of the delivery upon receipt, and all claims of shortages must be made within 3 days of delivery and receipt. Such claims must be in writing.
- 4.** Buyer acknowledges, guarantees and warrants to Village Nurseries, that the person signing this contract, Financing Statement, Bill of Lading, delivery ticket or receipt is a person authorized to sign the same. In the event the Buyer wishes to specify or limit persons in authority to order and purchase on their behalf, it shall be the Buyers responsibility to submit and update such a list.
- 5.** Financial statements, credit information, information supplied by the Buyer or by others on the Buyers behalf, or agreements are part of this contract. Any false or misleading information constitutes a fraudulent misrepresentation. The Buyer hereby authorizes verification of the information provided herein including original and supplemental credit checking during the time business is conducted with Village Nurseries.
- 6.** All promises of shipment of delivery are approximated as closely as possible by the Seller, but are subjected to weather conditions, fires, strikes, disputes with workmen, floods, accidents, embargoes, delays in transportation, mechanical breakdowns, shortages of fuel, water or other material, shortages of labor, action by any governmental agency, and to any other cause beyond the reasonable control of Village Nurseries. In no event will the Seller assume any responsibility for delays in shipment or delivery.
- 7.** The acceptance of any individual order and terms of payment on all sales and orders are subject to approval by the Credit Department of Village Nurseries.
- 8.** Buyer grants to Village Nurseries, retains a security interest, pursuant to the California Uniform Commercial Code, in the plant material and in all additions and accessions hereto and title to all said plant materials shall not pass to Buyer until all sums hereunder are fully paid. Buyer assumes all risk of loss or damage to said plant materials. All parties agree that this document constitutes a security agreement. This security agreement covers all property of the same character as that covered by this agreement, which Buyer may hereafter acquire at anytime until the termination of this agreement.
- 9.** All sales are made pursuant to these conditions and all orders are received with the understanding that they are placed under these conditions.
- 10.** Buyer guarantees and warrants that plant materials designated to the identified job or project will be delivered to be used and made part of said identification job or project.
- 11.** Signatories acknowledge that Village Nurseries will rely, in the extension of credit pursuant hereto, to any personal guarantee.

Signature of Applicant

Title

Date