

All Seasons

All Seasons Horticultural Products Inc.

CREDIT APPLICATION AND AGREEMENT FOR CREDIT SALES

MAIL THIS APPLICATION TO:

To **All Seasons Horticultural Products Inc.:** For the purpose of procuring and establishing credit, from time to time, the undersigned Applicant furnishes the following information, including the attached Financial Statement. Applicant represents and warrants said information is true and correct and a true and complete statement of its financial condition.

APPLICANT: BUSINESS OR CORPORATE NAME					APPLICATION DATE	
1. BUSINESS STREET ADDRESS			BILLING ADDRESS: STREET OR P.O. BOX			
2. CITY	STATE	ZIP	CITY	STATE	ZIP	
3. BUSINESS TELEPHONE NO.	FAX NO.	E-MAIL	YEAR BUSINESS WAS ESTABLISHED	NO. OF EMPLOYEES		
4. WE ARE ENGAGED IN THE BUSINESS OF:		MONTHLY STATEMENT OF ACCOUNT REQUIRED?	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> SOLE PROPRIETOR <input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> CORPORATION <input type="checkbox"/> LLC	
5. CONTRACTOR'S LICENSE NO.	STATE ISSUED	A/P CONTACT NAME FAX # / EMAIL	BUSINESS BUILDING IS <input type="checkbox"/> OWNED <input type="checkbox"/> RENTED			

OWNERS (IF APPLICANT IS A SOLE PROPRIETOR OR PARTNERSHIP)

OFFICERS (IF A CORPORATION)

7. NAME	TITLE	HOME ADDRESS	HOME PHONE NO.
8. NAME	TITLE	HOME ADDRESS	HOME PHONE NO.
9. NAME	TITLE	HOME ADDRESS	HOME PHONE NO.

BANK OR SAVINGS AND LOAN ASSOCIATION:

10. NAME	BRANCH ADDRESS	ACCOUNT NO.	TYPE OF ACCOUNT
11. NAME	BRANCH ADDRESS	ACCOUNT NO.	TYPE OF ACCOUNT

APPLICANT'S PRINCIPAL CREDIT REFERENCES (LIST AT LEAST THREE)

12. NAME	ADDRESS, CITY, STATE & ZIP	PHONE NUMBER	AMOUNT OWING
13. NAME	ADDRESS, CITY, STATE & ZIP	PHONE NUMBER	AMOUNT OWING
14. NAME	ADDRESS, CITY, STATE & ZIP	PHONE NUMBER	AMOUNT OWING
15. NAME	ADDRESS, CITY, STATE & ZIP	PHONE NUMBER	AMOUNT OWING

16. Has Applicant or any of its Owners, Principals, Partners, Officers, or Directors ever filed a voluntary petition in bankruptcy, been adjudged bankrupt, or made an assignment for the benefit of creditors? WRITE ANSWERS YES OR NO

17. Are taxes owed by Applicant to any taxing authority past due? Has a tax lien or civil suit been filed against Applicant or any of its Owners, Principals, Partners, Officers, or Directors within the past six years?

18. Is Applicant or any of its Owners, Principals, Partners, Officers, or Directors, a guarantor or endorser of debts or notes owed by others?

19. Does Applicant now have a merchandise order pending with All Seasons Horticultural Products Inc.? If yes, what is the approximate amount of the order? \$

APPLICANT: 1) Please complete and sign the reverse side of this form, 2) Please attach a current financial statement, 3) If a contractor, please include a copy of your registration surety bond.

SPACES BELOW ARE FOR All Seasons Horticultural Products Inc. USE ONLY

P.C. NO.	P.C. MGR APPROVAL	1035	SALES TAX	D & B RATING	CREDIT APPROVAL	APPROVAL DATE
----------	-------------------	------	-----------	--------------	-----------------	---------------

AGREEMENT

In consideration of **All Seasons Horticultural Products Inc.**, and all assumed or fictitious names under which it does business, and all of its affiliates, parents, subsidiaries, and related companies, (hereinafter collectively Seller) extending credit to the Applicant, Applicant agrees to pay for all items delivered to or at the request of the Applicant by the 15th of the month following purchase. The applicable cash discount may be taken if Seller's invoice is paid not later than the 10th of the month following purchase. All accounts are due and payable at the remittance address shown on the Seller invoice. Applicant acknowledges that a monthly service charge may be issued on all sums due to Seller, which have not been paid within thirty (30) days from the invoice date, and Applicant agrees to promptly pay said service charge. The service charge shall be 1½ %per month, but not to exceed the highest amount lawfully allowed by contract in the state in which this application is executed; it shall be issued on the thirty-first (31st) day after the original invoice date; and an additional service charge, computed on the same basis, shall be made every thirty (30) days thereafter. Waiver of any one or more service charges shall not be deemed to be a waiver of future service charges. Applicant further agrees with regard to such service charges, Applicant and Seller are parties to a written contract. Applicant agrees to notify Seller in writing of any changes in ownership or status of ownership and further agrees that, notwithstanding any change in ownership, status of ownership, business form or entity, all charges incurred will remain the responsibility of Applicant unless agreed to by Seller in writing.

By his signature hereon, Applicant agrees that each of the terms and conditions of sale stated on the front and back of the Seller's invoice shall be a term of the contract of each sale from Seller to Applicant.

In case of any default in relation to any transactions made pursuant to this Application, Applicant shall pay Seller's reasonable attorneys' and collection fees and costs, whether or not any action is filed, including without limitation such fees and costs related to collection, arbitration, trial and on any appeal, review or reconsideration thereof, and any such fees or costs incurred after any award or judgment is entered. Jurisdiction and venue for any legal action shall be in the state and county of: (a) where this agreement is signed, (b) where the materials at issue were purchased, (c) where the materials were incorporated, and (d) as otherwise provided by law, with Seller having sole right to choose among these jurisdictions and venues for any particular dispute. This Application shall be governed by and construed in accordance with the law of the jurisdiction in which Seller elects to bring an action without resort to principles of conflicts of law. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remainder of this agreement will continue in full force and effect. The undersigned warrants that the above agreement has been carefully read and the Applicant understands the same.

BY SIGNATURE BELOW, APPLICANT EXPRESSLY AGREES TO ALL THE TERMS OF THE APPLICATION AND TO THE FOLLOWING:

1. Applicant authorizes Seller to obtain credit and financial information concerning Applicant at any time and from any source for the purpose of evaluating Applicant's creditworthiness in connection with this Application.
2. **(Sole Proprietor or Partnership Only)** The undersigned expressly consent(s) to Seller obtaining credit and financial information concerning Applicant and/or a consumer credit report on _____ (Sole Proprietor/Partner) at any time and from any source for the purpose of evaluating Applicant's creditworthiness in connection with this Application.

Signed by:

Sole Proprietor/Partner

Authorized Signature

Signature of individual named in #2 above.

Name: _____
Title: _____

Name: _____
Address: _____

SSN: _____

PERSONAL GUARANTY

The undersigned, jointly and severally, in consideration of the monthly billing privileges requested by the Applicant, do hereby unconditionally guarantee and promise to pay any and all obligations of said Applicant which have in the past or may in the future be owing to the Seller on open-account or otherwise, including without limitation service charges. The undersigned agree to all the terms of the aforementioned Sales Agreement. The undersigned waive any right to require Seller to proceed against Applicant or pursue any other remedy and any statute of limitations pertaining hereto; and the undersigned further waive all presentments, demands for performance, notices of non-performance, protests, notices of protest, notices of dishonor and notices of acceptance of this Guaranty and of the incurrence or modification of existing or additional indebtedness. No delay in the enforcement of this Guaranty shall affect the liability of any of the undersigned. In case Seller enforces the Guaranty, the undersigned, jointly and severally, shall pay Seller's reasonable attorneys' and collection fees and costs, whether or not any action is filed, including without limitation such fees and costs related to collection, arbitration, trial and on any appeal, review, or reconsideration thereof, and such fees and costs incurred after any award or judgment is entered. The undersigned, jointly and severally, agree to the same jurisdiction and venue for any legal action on this Guaranty as agreed to by Applicant above in the Agreement, with Seller having the sole right to choose among these jurisdictions and venues for any particular dispute. If any provision of this Guaranty is held to be invalid, illegal or unenforceable, the remainder of this Guaranty will continue in full force and effect.

The undersigned Guarantor(s) authorize Seller to obtain a consumer credit report on Guarantor(s) at any time and from any source for the purpose of evaluating their creditworthiness.

Signed by:

Signed by:

Guarantor

Guarantor

Name: _____
Address: _____

Name: _____
Address: _____

SSN: _____

SSN: _____