



Credit Application

Date:

Please fill out form completely. Failure to do so will delay processing.

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Fax: _____

Email Address: _____

Billing Address (If different from above) _____

This Business is a:

Corporation _____ Partnership _____ Sole Proprietorship _____ LLC _____

Officer/Owner's Name _____

Home Address: _____

Have any of the principals of this company ever filed bankruptcy? _____

Date Business Started _____

Federal ID# _____ Resale Permit# _____

Contractor's License# _____

Name of Bank: _____ Phone Number: _____

Address: _____

Agreement

This application for the extension of credit, made on the date stated on the previous page hereof and on the information provided herein is given by the undersigned credit application, hereinafter referred to as "Applicant," in order to induce FRANTZ WHOLESALE NURSERY, LLC, hereinafter referred to as "Seller," to open a credit account. This agreement is a credit application to FRANTZ WHOLESALE NURSERY, LLC. In consideration of Seller reviewing this information, making credit inquiries and/or opening an account for Applicant, and other good and valuable consideration, the receipt of which is hereby acknowledged, Applicant represents that it has the authority to enter into this agreement, and does hereby agree as follows:

1. Applicant does hereby authorize and consent to Seller obtaining any and all information it deems necessary from any and all sources. Applicant hereby waives any and all rights it has or may have to recover damages for any reason whatsoever from said sources of information concerning Applicant.
2. If Applicant is a contractor: Applicant represents that Applicant is a duly licensed contractor and that any plant material supplied by Seller pursuant hereto is intended for the direct use of a landscaping contractor.

If the Applicant is a Reseller, the proceeds that Applicant receives on each and every resale job, to the extent of Applicant's obligation to Seller, shall promptly be paid to Seller. Applicant hereby assigns to Seller all rights of receipts from those individuals to whom Applicant sells, to the extent credit has been extended to Applicant. This shall include all rights to collect funds that Seller has against any third party who purchased product from Applicant which came from Seller. In the event Seller collects on said assignments, the funds received shall go first to the cost of collection, including attorney's fees and accrued interest, and then to the principal due.

3. Applicant, if the account is opened, does hereby agree that all sales are FOB Seller's nursery and further agrees to pay the amount due by the 10th of the month following the date of purchase or otherwise provided in any written contract between the parties. Applicant does hereby agree to pay interest on any balance remaining unpaid after due date at the rate of 1-1/2% per month, or 18% per annum, or the maximum permitted by law, whichever is greater. In the event the account is past due, Applicant does hereby agree that Seller shall have the right to terminate all deliveries and the right to declare the entire balance due and payable without notice or demand. Applicant does hereby authorize and consent to Seller applying all payments and credits as follows: First to the cost of collection, if any, next to interest accrued, and finally to such unpaid invoice amounts as Seller shall determine.
4. Applicant does hereby agree to provide Seller with a current financial statement, including Balance Sheet and Statement of Profit or Loss within a reasonable time after Seller requests the same. Applicant does thereby waive any right it may have against Seller by reason of the fact that Seller withholds shipments in the reasonable belief that its ability to collect is in doubt. Any change in Applicant's form of business organization shall be effective between the parties only upon Seller's receipt of notice thereof by certified mail and Seller's consent.
5. Applicant does hereby waive any claim not asserted within 30 days after delivery of plants for non-conformity to specifications or failure to conform to quantity ordered. It is agreed that Seller's liability or any express or implied warranties are limited to delivery of the same

quantity as that claimed to be defective, or the original cost of the plants. Applicant waives all claims for any other consequential damages or losses arising out of the transaction.

6. Applicant does hereby agree to pay on demand to Seller any and all court costs, actual attorney's fees without reference to any court fee schedule, recording fees, title reports and other expenses or charges, incurred by Seller in collecting or attempting to collect money from Applicant or enforcing or defending or prosecuting any claim against bonding companies, disbursing officers, the filing of mechanic's liens, stop notices, claims in bankruptcy, or with any assignee for the benefit of creditors.
7. Applicant agrees that place of payment for all sums going to Seller and shall be in Stanislaus County, California, and if an action or proceeding is initiated in connection with recovery of such sums, venue for such action will be Stanislaus County, California, or if in Federal court, the Eastern District of California. California law shall apply to this agreement.
8. This agreement shall be binding upon the heirs, personal representatives, successors and assigns of the parties. Signatories represent that they have the authority to sign this contract.

Dated this _____ day of _____, 20____.

Seller: FRANTZ WHOLESALE NURSERY, LLC

Applicant:

By: _____

By: _____

Title: _____

Title: _____

PERSONAL GUARANTEE

We hereby jointly and severally guarantee the performance by Buyer of all its obligations set forth in the Agreement.

Dated this _____ day of _____, 20____.

By: _____

By: _____

Title: _____

Title: _____

Trade References:

1. Company Name: _____
Address: _____ City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____
2. Company Name: _____
Address: _____ City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____
3. Company Name: _____
Address: _____ City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____
4. Company Name: _____
Address: _____ City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____

List all persons authorized to sign for this account:

| | | |
|-------------|------------------|--------------|
| Name: _____ | Signature: _____ | Title: _____ |
| Name: _____ | Signature: _____ | Title: _____ |
| Name: _____ | Signature: _____ | Title: _____ |
| Name: _____ | Signature: _____ | Title: _____ |