

# **CREDIT APPLICATION**

PLEASE FILL OUT FORM COMPLETELY. FAILURE TO DO SO WILL DELAY PROCESSING.

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ FAX: \_\_\_\_\_

Email Address: \_\_\_\_\_

Billing Address (If different from above)

\_\_\_\_\_

Have you spoken to a salesperson?: \_\_\_\_\_ If yes, who? \_\_\_\_\_

This Business is a:

(Please check one)

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: \_\_\_\_\_



FRANTZ WHOLESALE NURSERY LLC  
12161 DELAWARE RD, HICKMAN CA 95323

## **AGREEMENT**

This application for the extension of credit, made on the date stated on the previous page hereof and on the information provided herein if 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 shall further operate as a credit application on behalf of FRANTZ WHOLESale NURSERY, LLC. In consideration of Seller reviewing this information, making credit inquiries and/or opening such an account, and other good and valuable consideration, the receipt of which is hereby acknowledged. Applicant, representing that Applicant has the authority to enter into this agreement, 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 in damages for any reason whatsoever from said sources of information concerning Applicant.
2. If Applicant is a contractor: Applicant represents that Applicant is a fully licensed contractor and that any plant material supplied by Seller pursuant hereto are intended for the direct performance of a landscaping contractor.

If the Applicant is a Reseller: Applicant receives on each and every resale job, that the proceeds from that job shall promptly be paid the Seller. Applicant hereby assigns to Seller all rights of payment against those individuals 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, accrued interest and then to the principle due.

3. Applicant, if the account is opened, does hereby agree that all sales are FOB nursery and further agrees to pay the amount due by the 10<sup>th</sup> 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, until paid. 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 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 applicants 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 limited to delivery of the same quantity as that claimed to be defective, or the original cost of the plant. Applicant waives all claims for any other damages or loss arising out of the transaction.
6. Applicant does hereby agree to pay on demand to Seller any and all court cost, 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. Seller does hereby waive any other legal rights or remedies Applicant may have.
8. Contractor agrees that place of payment for all sums goes to FRANTZ WHOLESALE NURSERY, LLC 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.
9. This agreement shall be binding upon the heirs, personal representatives and assigns of the parties. Signatures represent that they have the authority to sign this contract. Declared under the penalty of perjury under the laws of the United States, that the foregoing is true and correct.



FRANTZ WHOLESALE NURSERY LLC  
12161 DELAWARE RD, HICKMAN CA 95323

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 dues and obligations set forth in the Agreement. We waive all rights of reimbursement subrogation or indemnification from the Buyer arising from or related to this Personal Guarantee, performance, or our obligation hereunder or payments made by us to FRANTZ WHOLESALE NURSERY, LLC pursuant to this Guarantee.

**By:** \_\_\_\_\_ **By:** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**List all persons authorized to sign for this account:**

**Name** \_\_\_\_\_ **Signature** \_\_\_\_\_

**Name** \_\_\_\_\_ **Signature** \_\_\_\_\_

**Name** \_\_\_\_\_ **Signature** \_\_\_\_\_

**Name** \_\_\_\_\_ **Signature** \_\_\_\_\_

**Name** \_\_\_\_\_ **Signature** \_\_\_\_\_



FRANTZ WHOLESALE NURSERY LLC  
12161 DELAWARE RD, HICKMAN CA 95323

**Trade References:**

(PLEASE PROVIDE FAX OR EMAIL)

1. **Company Name:** \_\_\_\_\_

2. **Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Email:** \_\_\_\_\_

3. **Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Email:** \_\_\_\_\_

4. **Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Email:** \_\_\_\_\_

5. **Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Email:** \_\_\_\_\_

