



Credit Application

Simnitt Nursery 138 NE 22nd ave
Canby, Oregon 97013
503-266-9640 FAX 503-263-6330, email simnittnsy@canby.com
(PLEASE FILL OUT COMPLETELY)

We appreciate the opportunity to be of service to you. Please help us in processing your order by filling out the required items below. We regret not having the chance to sit down and discuss the opening of your account. Thank you again for your interest in our nursery.

BUSINESS INFORMATION

Business Name: _____ Phone: _____ Fax: _____

Billing Address: _____ City: _____ State: _____ Zip: _____

Shipping Address: _____ City: _____ State: _____ Zip: _____

Date Business Established: _____ # of Employees _____ Federal ID #: _____

Accounts Payable

Contact: _____ City: _____ State: _____ Zip: _____ Phone: _____

Type of Business:

Grower Wholesale Nursery Retail Nursery Other: _____

Contractor-State: _____ License #: _____ Bond Co: _____ Bond # _____

Are you owned by any outside Entity? Yes No If Yes: Name _____

Address: _____ Phone: _____

Ownership

Type of Organization: Sole Proprietor Partnership LLC Corporation

If a Corporation, Registered Agent Is: _____

Subsidiary; Parent Co.: _____

Give Name(s), Title(s), % of Ownership. Address and Social Security #'s of all Owners and Officers:

Name: _____ Title: _____ % of Ownership: _____ SS#: _____

Home Address: _____ City: _____ State: _____ Zip: _____ Drivers License# _____

Name: _____ Title: _____ % of Ownership: _____ SS#: _____

Home Address: _____ City: _____ State: _____ Zip: _____ Drivers License# _____

REFERENCES Bank References:

Name: _____ Checking Account#: _____

Address: _____ Savings Account#: _____

City/St/Zip: _____ Loan(s)Account#: _____

Phone #: _____ Do you have an Operating Line of Credit? Yes No

Contact Person: _____ Operating Credit Line Account#: _____

Commercial References: (Please use largest available nursery references • Similar in dollar amount to credit requested).

Name: _____ Contact: _____ Phone # _____

Address _____ City: _____ State: _____ Zip: _____ Fax: _____

Name: _____ Contact: _____ Phone # _____

Address _____ City: _____ State: _____ Zip: _____ Fax: _____

Name: _____ Contact: _____ Phone # _____

Address _____ City: _____ State: _____ Zip: _____ Fax: _____

Total Sales Per Year: _____ What percent of annual sales do you buy in? _____.

CREDIT APPLICATION MUST BE SIGNED ON THIS PAGE TO BE VALID

Applicant has carefully reviewed the representations set forth above and certifies all such representations to be complete and correct to the best of his/her knowledge. Permission is hereby granted to verify credit information from trade & bank references and information provided, and to make all other pertinent credit inquiries as deemed necessary to make a credit determination.

X Signed: _____

TERMS OF SALE

Applicant agrees to pay it's account within the terms of sale stated upon each invoice. Applicant further agrees to pay a service charge of 1.5% per month (18 percent per annum) on any amount(s) not paid within stated terms of sale/invoice. Applicant agrees to pay all cost of collection incurred including, but not limited to collection agency fees and attorney fees, whether or not any legal proceeding is initiated. In any action to collect indebtness of applicant, the prevailing party shall be entitled to recover its costs, disbursements, and attorney fees in connection with such action and any appeal or review. Should it become necessary to file suit to enforce payment, applicant and guarantor(s) agree that such suit may be brought in the County of Clackamas, or in the County in which the Creditor has its principal place of business, State of Oregon. Applicant hereby warrants that all purchases for which credit is extended will be used solely for commercial purposes and furtherance of it's business. The applicant agrees to notify Company in writing of any change in the form of ownership within ten (10) days of such change. A facsimile copy of my signature is intended to be an original and binding electronic signature.

Date: _____

Company Name: _____

PLEASE SIGN BELOW:

X Signed: _____

Title: _____

X Signed: _____

Title: _____

CONTINUING PERSONAL GUARANTY

The Undersigned Guarantor absolutely and unconditionally guarantees, as a principal, on a continuing basis and promises to pay when due all indebt ness of every nature now or hereafter at any time owing by applicant to company. This Guaranty covers the performance of the person or entity guaranteed, principal, interest, service charges, collection agency fees, attorney fees, and all other obligations of applicant hereunder. This is a continuing, irrevocable guaranty. This guaranty shall remain fully enforceable despite any change in terms of any agreement between applicant and company or person guaranteed, including but not limited to future changes, increases or termination of sales or credit to applicant, any changes in collateral position for applicant's obligation, insolvency, bankruptcy or reorganization of applicant, incorporation of applicant (if not already a corporation) or any change in the organization, management, ownership or business of applicant including the sale of the company, unless otherwise agreed in writing. This guaranty shall remain fully enforceable not withstanding any defense(s) asserted by applicant. This guaranty may be modified only in writing, signed by company. The undersigned consents to any extension or alteration of credit or terms, change of terms or waiver of default of any obligation owed by the principal and guarantees such without prior notice, notice, demand or pursuit of remedies against the party primarily liable. Guarantor shall pay all attorney fees, collection agency fees, and cost incurred by company enforcing this guaranty whether or not any legal proceeding is initiated, If this guaranty is signed by two (2) or more persons their obligations shall be joint and several.

Dated: _____

Guarantor Printed Name: _____

X Guarantor Signature: _____