



PARDEE TREE NURSERY CREDIT APPLICATION

P.O. BOX 240

BONSALL, CA 92003

(760) 630-5400 OFFICE (760) 630-4952 FAX

Company Name _____ Date _____

Billing Address _____

Physical Address: _____

Phone #: _____ Fax #: _____ Resale Permit No. _____

How Long At Present Address _____ Rent _____ Own _____

Type Of Business _____ Year Business Established _____

Contractor's License No. _____ Federal I.D. No. _____

OWNERS/OFFICERS: (Sole Proprietor, Partnership, Corporation, LLC) (PLEASE CIRCLE ONE)

Name _____ Title _____ Phone _____

Address _____ Rent _____ Own _____

Social Security No. _____ Drivers License No. _____

Name _____ Title _____ Phone _____

Address _____ Rent _____ Own _____

Social Security No. _____ Drivers License No. _____

Date Incorporated _____ State _____ Parent Co. _____

BANK REFERENCES:

Bank Name _____ Branch _____

Address _____

Checking Account No. _____ Savings Account No. _____

Phone No. _____ Commercial Loan No. _____

BUSINESS CREDIT REFERENCES:

Company Name _____ Account No. _____

Address _____ Phone/Fax No. _____

Company Name _____ Account No. _____

Address _____ Phone/Fax No. _____

Company Name _____ Account No. _____

Address _____ Phone/Fax No. _____

Has applicant or any of its owners, principals, partners, officers, or directors ever filed a voluntary petition of bankruptcy, been adjudged bankrupt, or made an assignment for the benefit of creditors? YES _____ NO _____

Has applicant or any of its owners, principals, partners, officer, or directors ever applied for or been extended credit at Pardee Tree Nursery? YES _____ NO _____

TO BE SIGNED BY PRINCIPALS ONLY. The information provided is supplied for the purpose of obtaining credit with Pardee Tree Nursery and is warranted to be true and complete. The undersigned has read and agrees to Pardee Tree Nursery's TERMS AND CONDITIONS OF SALE and authorizes their bank and/or suppliers to release information regarding their accounts.

Company Name _____

By _____ Title _____ Date _____

By _____ Title _____ Date _____

PARDEE TREE NURSERY

TERMS AND CONDITIONS OF SALE

PRICES AND CONDITIONS

Pardee Tree Nursery's ("Seller") prices are wholesale, F.O.B. Seller's yard, and are subject to change without notice. All orders acknowledged or accepted are subject to availability of stock on hand at time of delivery. Applicable sales tax will be added to all purchases unless the resale certificate of the buyer is on file at Seller's office.

TERMS

The terms of all sales shall be C.O.D. unless the buyer has established credit with Seller, in which event all accounts are NET 30 are due and payable within thirty (30) days following the date of delivery. These terms are the full and final agreement between buyer and seller and supercede all other agreements, including terms stated on purchase orders.

The buyer shall pay finance charges on any balances that are not paid within thirty (30) days from the date of delivery. Finance charges on all past due accounts will be calculated from the date due until the date paid at the rate of 1-1/2% per month (18% per annum). In the event Seller institutes any action to enforce any of the terms and conditions of any sale, buyer shall pay all costs of said collection, including court costs and reasonable attorney's fees. Buyer agrees that in the event suit is commenced to enforce collection, the jurisdiction and venue of the action shall be exclusively in the Superior Court for the County of San Diego, San Diego Branch, except if the amount is within the jurisdiction of the Municipal Court, the jurisdiction and venue shall be exclusively in the North County Municipal Court for the County of San Diego, San Diego Judicial District.

DELIVERIES

All orders that are shipped via Seller's equipment are subject to delivery charges based on quantity and size of containers shipped and overall trip mileage per Seller's Schedule of Delivery Charges available at Seller's office.

In any event in which Seller delivers nursery stock to a buyer, Seller shall only be obligated to deliver the nursery stock to the curb of the premises to which buyer requests delivery. Seller shall have no liability for any damages caused or claims made, as a result of deliveries to any locations, other than the curb, as requested by buyer, including but not limited to damages to sidewalks, curbs and other property. Buyer hereby releases Seller from any such damages or claims, and indemnifies and holds Seller harmless therefrom.

In any event in which the buyer arranges for its own transportation of nursery stock purchased from Seller, buyer shall be responsible for any liabilities or claims of damage which occur after the nursery stock leaves Seller's premises, and Seller shall have no liability therefore.

Buyer shall be responsible for having adequate personnel and equipment at the delivery site for off-loading nursery stock. Orders requiring more than one hour to off-load are subject to a \$15.00 per quarter hour Standby Charge. Buyer shall be responsible for loss or damage to Seller's equipment resulting from off-loading of nursery stock by personnel and/or equipment other than Seller's.

NURSERY STOCK HELD FOR FUTURE DELIVERY

Seller shall not hold any orders at its premises for more than ninety (90) days without receipt of a deposit equal to 25% of the purchase price for said stock, unless other special arrangements have been made between buyer and Seller in advance. Deposits received by Seller for orders are non-refundable. In the event buyer does not take delivery of the nursery stock, said deposits shall be deemed to compensate Seller for the cost of storing and caring for the nursery stock and other damages suffered as a result of buyers not completing the sale, and are agreed to be a reasonable estimate of the damages to Seller for buyer not completing the transaction and shall constitute liquidated damages.

With respect to orders held by Seller for more than one hundred twenty (120) days, buyer shall pay to Seller, in addition to all other amounts payable by buyer, a monthly maintenance fee equal to 5% of the purchase price for said stock, from the 91st day after the order date to the date of delivery.

WARRANTIES

Seller warrants that all nursery stock delivered hereunder shall be in good condition at the time of delivery to buyer. This warranty does not apply to, and Seller shall have no obligation or responsibility for, any losses or alleged defects which occur or appear after delivery of the nursery stock to buyer. In the event buyer wishes to make any claim pursuant to this warranty, buyer must deliver to Seller written notice of any such claim within forty-eight (48) hours of the delivery of the subject nursery stock to buyer; otherwise this warranty shall automatically expire with respect to said nursery stock at the end of said forty-eight hour period. In no event shall Seller have any liability to buyer pursuant to this warranty or otherwise for any amount in excess of the purchase price actually paid by buyer for the nursery stock in question. Seller further reserves the right to determine the reasonableness of any claim and make whatever adjustments it deems proper and adequate. Except as expressly set forth above, Seller makes no warranties or representations, expressed or implied, with respect to merchantability, fitness for particular purpose, or otherwise with respect to any of the nursery stock which it sells.

RESTOCKING CHARGE

In the event that buyer returns, cancels, or refuses to accept delivery of any nursery stock ordered or purchased from Seller, or does not provide payment upon delivery for C.O.D. orders, buyer shall pay to Seller a minimum of 25% of the purchase price of said nursery stock to reimburse Seller for the cost of assembling, loading, delivering and restocking. Credit is contingent upon inspection of returned nursery stock and approval by Seller. Plants returned via Seller's truck are subject to a \$60.00 per hour trucking fee in addition to a minimum 25% restocking charge.

PARDEE TREE NURSERY

AUTHORIZATION TO CHARGE

To Pardee Tree Nursery:

This will serve as authorization to charge my (our) account for any and all merchandise ordered by:

Purchase Order required? Yes _____ No _____

I (we) hereby accept full responsibility for payment of such charges in accordance with the terms extended by Pardee Tree Nursery.

This authorization may be revoked only after Pardee Tree Nursery has received, in writing, the cancellation of this privilege. It is also my (our) responsibility to submit any changes.

Company Name _____

Address _____

Signature _____
(Owner/Officer)

Type or print name _____

Date _____

**PARDEE TREE NURSERY
CLIENT RELEASE AUTHORIZATION FORM**

For Use of Consumer Credit Reports

I hereby authorize Pardee Tree Nursery to obtain copies of my consumer credit report(s) solely for the purpose of considering the establishment of a commercial business account.

Last Name _____ First _____ M.I. _____

Home Address _____ City _____ Zip _____

S.S. # _____ Date of Birth _____ Phone _____

Signature

Date

PERSONAL GUARANTEE

For value received, and for the purpose of enabling the Buyer (as identified below) to obtain credit from Pardee Tree Nursery (hereinafter referred to as "Seller"), the undersigned (hereinafter referred to as "Guarantor", jointly and severally if more than one), hereby guarantees absolutely and unconditionally the prompt and complete payment to Seller, its successors and assigns, of the sale prices of all sales heretofore or hereafter made by the Seller to:

Name of Buyer, hereinafter collectively referred to as "Buyer")

Guarantor also guarantees all costs of collection including, but not limited to, attorney fees and all obligations under Buyer's Credit Application including the "Terms and Conditions of Sale".

The obligations of Guarantor are independent of the obligations of Buyer. A separate action may be brought and prosecuted against Guarantor, whether action is brought against Buyer or Buyer is joined in any such action. Guarantor agrees to venue in the California state courts in San Diego County.

Guarantor waives all notice of sale, notice of default, presentment for payment, notice of non-payment, protest, and notice of acceptance of this Guarantee. Extensions, amendments, renewals, indulgences, transfers, transfers to creditors, committees or trustees, settlement and compromises, is the Seller's sole discretion and, with or without notice to the Guarantor, will not relieve the Guarantor of any liability hereunder. Guarantor also waives the benefit of any statute of limitations affecting Guarantor's liability.

Guarantor waives any right to require Seller to proceed against Buyer, or proceed against or exhaust any security held by Seller from Buyer, or pursue any other remedy in Seller's power whatsoever. Guarantor hereby waives all rights that Guarantor might have under Section 2845 of the Civil Code of the State of California. Guarantor waives any defense arising by reason of any disability or other defense of Buyer or by reason of the cessation from any cause whatsoever of the liability of Buyer.

This is a continuing Guarantee and shall remain in effect as to all sales made by the Seller to the Buyer (or any of them) prior to actual receipt by the Seller of either written notice from the Guarantor of termination of this Guarantee or written notice of death of the Guarantor. Said notices shall be sent by certified or registered mail to Pardee Tree Nursery, Attention: Credit Manager.

There are no conditions or limitations in this Guarantee except as expressly stated herein. There will be no amendments, additions, or deletions except as may be agreed upon by the Seller and the Guarantor in writing.

Dated this _____ day of _____, 20 _____.

I have read and agree to the above Personal Guarantee:

Witness

Sign _____
(Individually)

Print _____

Witness

Sign _____
(Individually)

Print _____