



**\*\* Confidential Credit Application Agreement \*\***

Name of Firm _____	Purchase Order Required? _____
Name of Individual _____	Tax Exempt-If yes, attach certificate _____
Address (PO Box & Street) _____	Referred By: _____
Location of Home Office _____	_____ Corporation      _____ Individual (please check one)
Phone Number      Fax Number _____	Years in Business      Date of Incorporation _____

Company Officers:

<u>Name</u>	<u>Title</u>
_____	_____
_____	_____
_____	_____

Bank: \_\_\_\_\_ Checking Account # \_\_\_\_\_

Bank Contact Name: \_\_\_\_\_ Phone # \_\_\_\_\_ Fax # \_\_\_\_\_

Credit References (3):

<u>Name</u>	<u>Address</u>	<u>Phone #</u>	<u>Fax #</u>
1) _____	_____	_____	_____
2) _____	_____	_____	_____
3) _____	_____	_____	_____

The above listed companies and banks are hereby authorized to and shall release any and all information requested by Seller. It is understood that the Seller is relying on the statement and information contained herein to extend credit to the Buyer. The Buyer, through the undersigned, represents that all information contained hereof is true and accurate. Buyer acknowledges that it has read the terms and conditions found on the reverse side hereof and that these terms and conditions found on the reverse side hereof shall govern the sale of Goods or services between the parties.

**THE UNDERSIGNED HAS READ AND ACCEPTS THE TERMS AND CONDITIONS CONTAINED ON THE REVERSE SIDE HEREOF.**

<b>Officer's Signature</b>	<b>Date</b>
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**Home Address** \_\_\_\_\_

<b>Officer's Signature</b>	<b>Date</b>
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**Home Address** \_\_\_\_\_

## **TERMS AND CONDITIONS**

Sales are subject to the following terms and conditions and any additional terms shall not be binding unless they are in writing and accepted by an officer of Seller.

**TERMS:** Terms of all sales are Seller's standard terms unless otherwise agreed upon in writing. Seller will invoice at prices in effect at the time of sale, unless a firm price has been confirmed by written quotation.

**GOODS:** The term Goods used herein shall mean anything sold to Buyer by Pine Lake Nursery.

**TAXES:** Any sales tax or government charge, federal, state or local, applicable now or imposed under future statutes, shall be added to the price and shall be paid by the Buyer unless proper exemption certificates have been filed with Seller prior to sale.

**PAYMENTS:** Unless otherwise stated payments will be applied to oldest invoices.

**ACCOUNT STATED:** Buyers shall review any pay invoices promptly. If Buyer disputes an invoice, Buyer must notify Seller in writing within ten (10) days of the date of the invoice. If buyer fails to so notify Seller, then the amount of the invoice shall be deemed correct and an account stated.

**CREDIT CHECK:** Seller is hereby authorized to contact banking, trade and customer references listed for the purpose of extending credit privileges.

**COLLECTION:** In the event of collection, Seller will be entitled to all costs of collection, including reasonable attorneys fee, fees paid to a collection agency, court costs, and other reasonable non-court costs. Venue and jurisdiction over the parties and all depositions in any legal action shall be solely and exclusively in Hillsborough County, Florida, and the laws of the State of Florida shall govern. Buyer agrees that the court shall award reasonable attorneys fees and cost incurred by Seller in connection with execution and collections of a judgment. Interest on any judgment rendered in a legal proceeding shall bear interest at the rate of eighteen (18%) per annum after judgment. Interest on any account not paid when due shall be at the rate of one and one half percent (1 ½%) per month.

**FORCE MAJEURE:** Seller shall not be responsible for any resulting loss if the fulfillment of any of the terms or provisions of this agreement is delayed or prevented by riots, wars, acts of enemies or God, national emergency, strikes, flood, fires, adverse weather conditions or by any other cause not within the control of the Seller.

**NOTICE:** All notices provided for this agreement shall be sent to the Seller by certified mail, return receipt requested, at the following address: 19619 N. Dale Mabry Hwy, Lutz, FL 33548

**BUYER AND AGENT FOR BUYER WARRANTIES AND GUARANTEES:** The Buyer and person signing for the Buyer on front side hereof make the following warranties and guarantees: (i) he/she/they is/are liable for all Buyers debts on behalf of the business entity referenced hereof (ii) the Seller will be notified immediately of any change in form or ownership of said business entity, and (iii) that the person(s) signing on front side hereof has/have the authority to bind the business entity referenced herein

**GOODS SOLD "AS IS":** All Goods sold herein are sold in "AS IS" condition. Except as provided herein, SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES AS TO MERCHANTABILITY OR AS TO THE FITNESS OF THE GOODS FOR ANY PARTICULAR USE OR PURPOSE, AND SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, DIRECTLY OR INDIRECTLY, ARISING OUT OF THE USE OF SUCH GOODS.

**EQUAL CREDIT:** Pine Lake Nursery is an equal credit opportunity creditor. Buyer acknowledges receipt of a written statement disclosing its rights in the event Buyer's application for credit is denied.

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