



# **APPLICATION FOR CREDIT**

(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. All references **MUST HAVE** complete address.

## **BUSINESS INFORMATION**

Business Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Main Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

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

State of Incorporation: \_\_\_\_\_ Registered Agent: \_\_\_\_\_

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: \_\_\_\_\_ DL#: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_ % of Ownership: \_\_\_\_\_ SS#: \_\_\_\_\_

Home Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ DL#: \_\_\_\_\_

## **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:\_\_\_\_\_

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

Name:\_\_\_\_\_ Contact:\_\_\_\_\_ Phone #:\_\_\_\_\_

Address:\_\_\_\_\_ City:\_\_\_\_\_ State:\_\_\_\_\_ Zip:\_\_\_\_\_

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

Name:\_\_\_\_\_ Contact:\_\_\_\_\_ Phone #:\_\_\_\_\_

Address:\_\_\_\_\_ City:\_\_\_\_\_ State:\_\_\_\_\_ Zip:\_\_\_\_\_

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

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 and bank references and information provided, and to make all other pertinent credit inquiries as deemed necessary to make a credit determination.

Signed: \_\_\_\_\_

### **TERMS OF SALE**

Applicant agrees to pay its account within the terms of sale stated upon each invoice. Applicant further agrees to pay a service charge of 2% per month (24% 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 indebtedness 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 Marion, 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 its 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. Supplemental terms and conditions can be found in Appendix A.

Applicant agrees to all Terms and Conditions: ☐ Yes ☐ No

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

### **PLEASE SIGN BELOW:**

Signed: \_\_\_\_\_ Title: \_\_\_\_\_

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 indebtedness of every nature now or hereafter at any time owing by applicant to company. The 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 included but not limited to future changes, increases or termination of sale 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 sign by two (2) or more persons, their obligations shall be joint and several.

Dated: \_\_\_\_\_

Guarantor Printed Name: \_\_\_\_\_

Guarantor Signature: \_\_\_\_\_

## **Appendix A: Terms and Conditions**

### Orders

Orders are booked in good faith and subject to crop growing conditions. All orders will be acknowledged based upon estimates in the field. KG Farms, Inc. offers no warranty, expressed or implied, as to the productivity or survivability of any plant offered for sale.

### Substitutions

We do our best to fill your order with the sizes and varieties that you order. However, if we are not able to meet your requests, we will offer a substitution when possible. It is our normal practice to substitute one full grade lower or higher at prevailing prices if necessary to fill an order without prior customer notification. Customers requesting no substitutions should indicate this on their order.

### Cancellations

Following allocations and confirmations for spring shipping, KG Farms will only accept cancellations through January 31st with no penalty. All cancellations or adjustments must be submitted in writing. Orders submitted for short-term shipping and spring orders cancelled after January 31st may be charged a 25% restocking fee.

### Warranty and Claims

All plant material sold by KG Farms is true to name, healthy and in good condition at the time it is shipped from our farm. Claims of any kind must be made in writing within 10 days of receipt of the plants. KG Farms will not assume liability for any amount in excess of the purchase price or for any liability to fill orders due to conditions beyond our control. Unsatisfactory material must be held for our advisement by your sales representative. A picture of the material will be required to process a credit. Claims from damages incurred during shipping should be made directly to the carrier.

### Prices

This is strictly a wholesale listing and is intended for those licensed and engaged in buying and selling nursery products. Prices are F.O.B. KG Farms, Woodburn, Oregon, and are subject to change without notice.

### Terms of sale

All sales are cash in advance unless approved credit terms have been established. New customers will be asked to fill out our confidential credit application and make a 25% deposit at the time of placing the order. For customers with established credit, payment terms are net 30 days from the shipment date. A finance charge of 2% per month (24% annually) will be assessed on past due accounts. Credit cards are an accepted method of payment; a 3% convenience fee will be added to credit card transactions.