

CREDIT APPLICATION and ACCOUNT TERMS

Return completed Credit Application to Emerald Desert Nursery, LLC, via facsimile to (509) 787-7725; by email to robin@emeralddesertnursery.com; or, by mail to: 7499 Road L.5 N.W., Quincy, WA 98848

Applicant's Legal Name: _____ Trade Name, if different: _____
Type of Business (select one): Sole proprietor ___ LLC ___ Corporation ___ Partnership ___ Other (specify) _____
Year of Formation: _____ State of Incorporation/Formation: _____
Federal Tax Identification (EIN or SSN): _____ UBI: _____
Mailing Address: _____ Phone: _____ Fax: _____
Physical Address, if different: _____ Email Address: _____
Contact Person: _____ Title: _____
Contact Phone: _____ Alternate Contact Phone: _____

Applicant's Ownership Information (attach additional pages to provide information on 100% ownership)

Full Legal Name: _____ Ownership Percentage: _____
Title: _____ Contact Phone Number: _____ Fax: _____
Social Security Number: _____ Spouse's Full Legal Name: _____
Mailing Address: _____
Physical Address, if different: _____

Full Legal Name: _____ Ownership Percentage: _____
Title: _____ Contact Phone Number: _____ Fax: _____
Social Security Number: _____ Spouse's Full Legal Name: _____
Mailing Address: _____
Physical Address, if different: _____

Bank References

Primary Bank/Financial Institution: _____ Contact Person: _____
Physical Address (including city/state/zip code): _____
Length of business relationship: _____ Contact Phone Number: _____
Type & Number of Accounts maintained with institution: _____

Secondary Bank/Lender Reference: _____ Contact Person: _____
Physical Address (including city/state/zip code): _____
Length of business relationship: _____ Contact Phone Number: _____
Type & Number of Loans/Accounts with Bank/Lender: _____

Trade References

Legal Name of Business Reference: _____ Contact Person: _____
Physical Address (including city/state/zip code): _____
Length of business relationship: _____ Contact Phone Number: _____

Legal Name of Business Reference: _____ Contact Person: _____
Physical Address (including city/state/zip code): _____
Length of business relationship: _____ Contact Phone Number: _____

Terms and Conditions of Credit Account

This Credit Application ("Application") must be completed in full in order to establish credit with Emerald Desert Nursery, LLC ("Nursery") and by making and submitting this Application the undersigned Applicant and Guarantor accept the financial responsibility for all nursery materials received on credit and, in the absence of special written terms, does hereby promise to pay all invoices for such nursery materials and delivery fees, if any, in full within thirty (30) days of being invoiced therefore after which the account shall be delinquent. Interest shall accrue on the unpaid account balance of delinquent accounts at 1.5% per month from the date the nursery materials were received through the date paid in full, including accrued unpaid interest. Applicant and Guarantor agree to pay any and all collection costs, court costs, or attorney's fees incurred in connection with the collection of any delinquent amount, with or without suit, or assignment to a collection agent. Payments shall first be applied to costs incurred to collect a delinquent account, if any, then to accrued interest and then to the principal unpaid invoice balance. Venue for any action to enforce the terms hereof or any court proceeding shall be in Grant County, Washington. The undersigned Applicant does hereby authorize Nursery, its agents or affiliates, to make any and all communications with the references identified herein and to obtain any commercial and/or consumer credit reports deemed necessary in order to determine the credit worthiness of Applicant or its principals and to file UCC Financing statements or materialmen's liens against the real property on which the nursery materials received on account are installed. Applicant further certifies that the information contained in this Application is true, correct and complete to the best of its knowledge, information and belief and that the undersigned has authority to contractually bind Applicant, if other than a sole proprietor business, and promises to provide Nursery supplemental information immediately upon any change to any representation contained herein and Applicant will timely provide Nursery any additional information or documentation reasonably requested and in connection with this Application or Credit Account. Nursery reserves the right to terminate credit and/or availability of goods and materials in its sole discretion.

Under the penalty of perjury pursuant to the laws of the State of Washington, the information contained in this Application for Credit is true and correct. Dated this ___ day of _____, 20__.

Print Name: _____ Title: _____ Signature: _____

Personal Guaranty

As an inducement to the granting of credit to the above named Applicant, the undersigned does hereby personally guaranty all sums which may become due and owing by Applicant to Emerald Desert Nursery, LLC ("Nursery") whether said indebtedness is due now or hereafter incurred, and to timely pay all sums due said Nursery upon demand and upon the terms and condition set forth above, acknowledging Nursery may demand payment directly from Guarantor on any sums owed them without first looking to Applicant for such payment. Should Applicant's account become delinquent, the undersigned further agrees to pay all interest and all collection fees, including but not limited to court costs and reasonable attorney fees incurred in connection with enforcing this Guaranty. The undersigned Guarantor does hereby waive notice of execution of this Guaranty and, if married, does explicitly bind Guarantor's marital community assets. This Guaranty shall be construed in accordance with and governed by the laws of the State of Washington. Venue for enforcement of this Guaranty shall be in Grant County, Washington. Dated this ___ day of _____, 20__.

Signature: _____ Signature/Spouse: _____
Print Name: _____ Print Name/Spouse: _____
Social Security Number: _____ Social Security Number/Spouse: _____

Office Use Only:

Application Received: _____ Additional Information Requested: _____/Received _____
Application Verified: _____ Verification of Additional Information: _____
Date Account Offered & Limit: _____