

CONFIDENTIAL CREDIT APPLICATION

PERSONAL GUARANTY: In consideration of any credit extended, I (we or either of us) will individually and/or jointly guarantee full and prompt payment of all indebtedness by: (Firm Name): _____ incurred for the plants furnished by NURSERYDIRECT COMPANY plus services charges and collection costs where applicable. Such guarantee shall remain in force until its revocation is acknowledged in writing to NURSERY DIRECT COMPANY. Such revocation shall not affect indebtedness incurred prior to receipt of written notice.

Individual _____
Signature Social Security Number Date

Individual _____
Signature Social Security Number Date

Individual _____
Signature Social Security Number Date

I have read, understand, and accept the above terms. I authorize Nursery Direct Company to verify any and all references we have given. I further authorize Nursery Direct inquiries concerning my account.

Applicant: _____
OWNER SIGNATURE REQUIRED

Printed Name: _____

For Office Use Only

Approved Credit Limit: _____

Date Approved: _____

Approved By: _____

COMMERCIAL CHARGE AGREEMENT

In exchange for Nursery Direct Company (“Nursery Direct”) extending credit to me and by signing this Commercial Charge Agreement (“Agreement”), I agree that with respect to all purchases and other charges made by me or others authorized to use my Account (“Account”) as follows:

1. **PAYMENT TERMS.** I agree and promise to pay Nursery Direct in U.S. Dollars for all purchases, including applicable **FINANCE CHARGES** and other charges or fees, incurred by me or anyone I authorize this Account. Every purchase (including mail, facsimile, and phone orders) made by me and anyone else I authorize to use my Account under this Agreement will be recorded on one of Nursery Direct’s forms, and the amount of all purchases so made will be paid by me as stated in this Agreement. If I place a mail, facsimile, or telephone order for a charge account purchase, Nursery Direct shall have the right to charge my Account and to complete on my behalf a form recording that purchase.

My New Balance will be determined by beginning with the outstanding balance in my Account at the beginning of the billing period (my “Previous Balance”) ; then adding any purchases and subtracting any payments and credits and finally adding the appropriate **FINANCE CHARGE** and other charges. Nursery Direct can accept late payments or partial payments or checks and money orders marked “payment in full” or with other restrictive endorsements without losing any of its rights under this Agreement.

2. **FINANCE CHARGE.** I agree that interest will accrue on all sums due or found to be under this Agreement, including but not limited to a judgment rendered on a suit brought under this Agreement, at the rate of 18% per annum, commencing as to each charge account purchase, thirty (30) days from and after the date of the charge account purchase until such sums are satisfied. This interest is called “Finance Charge,” which I agree to pay to Nursery Direct together with all other charges, fees, and purchases as shown on the monthly billing statement no later than 30 days after the date of the monthly billing statement.
3. **MONTHLY BILLING STATEMENT.** Nursery Direct will send to me a billing statement after each monthly billing cycle in which I have a debit or credit balance excess of \$1.00. The billing statement will show the date of the billing statement, all purchases, **FINANCE CHARGES** and other charges and fees and all payments or other credits posted to my account during the billing cycle. It also will show my New Balance. All payments will be credited on the day of receipt in the following order: **FINANCE CHARGES** and other charges or fees, purchases in the order made. I must pay Nursery Direct no later than the Payment Due Date.
4. **PAYMENT DUE DATE.** The Payment Due Date is the date my payment is due in your office, which shall be the 30th day after the date of the billing statement.
5. **ACCOUNT SUBJECT TO APPROVAL.** This Agreement and all charges on my Account are subject to the approval of Nursery Direct Credit Office.
6. **AMENDMENTS.** Subject to applicable law, Nursery Direct can at any time amend any of the terms of this Agreement upon written notice to me required by the law. Any amendment will not require my written consent. Any amendment may affect amount owed on the date the amendment is effective as well as amounts due for purchases made after the amendment. In the event that I do not agree to the amendment, I will notify Nursery Direct in writing and will pay the balance under the terms of this Agreement prior to the amendment.

7. **CHANGES IN ADDRESS.** If I change my billing address, I agree to send you my new billing address within 15 days of any such change.
8. **CREDIT INFORMATION.** I hereby authorize Nursery Direct or any credit bureau or other investigation agency employed by Nursery Direct to investigate the references given to Nursery Direct or statements or other data obtained from me or from any other person pertaining to my credit or financial responsibility requested in connection with any extension of credit or any renewal or update of My Account. If I ask in writing, I will be told if consumer reports about me were requested and the name and address of any consumer reporting agencies that provided the reports. I hereby further authorize Nursery Direct to furnish information concerning my Account with Nursery Direct to credit reporting agencies and others who may properly receive such information.
9. **RESERVATIONS.** Nursery Direct reserves the right to limit the extent of my purchases and the right to cancel this Agreement as it relates to future purchases. Nursery Direct will not be liable to me if my purchases are limited or this Agreement is cancelled, even if I have sufficient available credit.
10. **LIABILITY OF JOINT ACCOUNT HOLDERS.** If I am a joint holder, I understand that I and all joint account holders are equally liable for all charges made by any account holder or authorized user of the Account.
11. **DEFAULT.** Any of the following events shall constitute a default under this Agreement and shall require the immediate payment of all amounts due under this Agreement: (a) my failure to make any required payment by the Payment Due Date under this Agreement (b) my breach of any other provision of this Agreement, (c) I die, (d) I am adjudicated bankrupt, or (e) any attachment or garnishment proceedings are initiated against me or my property. Upon default, Nursery Direct shall also have the right to limit the extent of my purchases and the right to cancel this Agreement as it related to future purchases. In the event of default, I will pay reasonable attorney's fees and court costs if my Account is referred to an attorney for collection. Nursery Direct can delay enforcing its rights under this Agreement without losing them.
12. **DISHONORED CHECK.** On return of a dishonored check given in payment under this Agreement, Nursery Direct may charge me under this Agreement a reasonable processing fee of not more than \$30.00 and this fee may be added to the unpaid balance under this Agreement.
13. **ASSIGNMENT.** I will not assign or transfer my Account or any rights there under without the prior written consent of Nursery Direct.
14. **GOVERNING LAW.** This Agreement and any transactions under this Agreement shall be governed by the laws of the state of Texas. Invalidity of any provision of this Agreement shall not affect the validity and enforceability of the remainder of its terms.
15. **ENTIRE AGREEMENT.** This Agreement is the entire agreement between Nursery Direct and me regarding the extension of credit from Nursery Direct to me and supersedes all prior agreement between Nursery Direct and me.
16. **BINDING ON HEIRS AND ASSIGNS.** Subject to the provisions of this Agreement against assignment of my rights or interest under this Agreement, all provisions of this

Agreement shall extend to and bind, or insure to the benefit of, the parties to this Agreement and also to every one of the heirs, executors, representatives, successors, and assigns of Nursery Direct Company and me.

DATED: _____, 20_____.

I ACKNOWLEDGE DELIVERY OF A COPY OF THIS AGREEMENT AND THAT I HAVE READ AND AGREE TO ITS TERMS.

BUYER:

Signature

Printed Name and Title

Address

OWNER:

Signature

Printed Name and Title

Address