

Please return by email to [credit@devilmountainnursery.com](mailto:credit@devilmountainnursery.com) or fax to (818) 737-2616.

## A. APPLICANT

Legal Business Name \_\_\_\_\_ Date Opened \_\_\_\_\_

\_\_\_\_\_  
*(List all Trade Names, DBA's, Divisions, Subsidiaries)*

Street Address \_\_\_\_\_ City \_\_\_\_\_ St \_\_\_\_\_ Zip \_\_\_\_\_

Mailing Address \_\_\_\_\_ City \_\_\_\_\_ St \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

Person to contact about Account \_\_\_\_\_ Amount of Credit Requested \$ \_\_\_\_\_

## B. BUSINESS INFORMATION

Type of Business \_\_\_\_\_ State of Organization \_\_\_\_\_

Sole Proprietorship  Partnership  Corporation  LLC Year Business Organized \_\_\_\_\_

Name of Applicant/Guarantor \_\_\_\_\_ Title \_\_\_\_\_

Home Address (no PO Box please) \_\_\_\_\_ City \_\_\_\_\_ St \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_ SS# \_\_\_\_\_

Name of Applicant/Guarantor \_\_\_\_\_ Title \_\_\_\_\_

Home Address (no PO Box please) \_\_\_\_\_ City \_\_\_\_\_ St \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_ SS# \_\_\_\_\_

Federal Tax ID # \_\_\_\_\_ Contractor License # \_\_\_\_\_

Sales Tax Exemption Certificate  yes  no

(If yes, please enclose signed certificate. Resale License does not qualify, must be a signed Sales Tax Exemption Certificate.)

Will your purchases require a PO?  yes  no If you use blanket PO's, please enter PO# \_\_\_\_\_

Has any principal(s) of this business ever filed for bankruptcy?  yes  no

Do you have a SiteOne customer account?  yes  no

## C. BANK REFERENCE

Name of Bank \_\_\_\_\_ Date Account Opened \_\_\_\_\_

Name of Signer on Account \_\_\_\_\_ Account Number \_\_\_\_\_

Bank Contact Name \_\_\_\_\_ Bank Contact Phone \_\_\_\_\_



**D. CREDIT REFERENCES**

1. \_\_\_\_\_  
 Name Address

\_\_\_\_\_ Fax #  
 Email address

2. \_\_\_\_\_  
 Name Address

\_\_\_\_\_ Fax #  
 Email address

3. \_\_\_\_\_  
 Name Address

\_\_\_\_\_ Fax #  
 Email address

The preceding information is for the purpose of obtaining credit and is warranted to be true. I/We hereby authorize Devil Mountain Wholesale Nursery, LLC to investigate all references and customary credit information sources including consumer credit reporting repositories regarding my/our credit and financial responsibility for the purpose of obtaining credit and for periodic review for the purpose of maintaining the credit relationship.

**CREDIT TERMS:** All invoices are due 30 days from date of invoice unless otherwise stated. A service charge of one and one half percent (1 ½% per month) or 18% per annum, or the highest rate allowable by law, may be assessed on delinquent invoices.

**VENUE:** All amounts due for purchases from Devil Mountain Wholesale Nursery, LLC are payable at 12657 Alcosta Blvd. #180, San Ramon, CA 94583. It is further agreed that this agreement is entered into in the state of California and is governed by the laws of the state of California.

**CHANGE OF OWNERSHIP:** I/We understand that we must notify Devil Mountain Wholesale Nursery, LLC in writing and by certified mail of any change in ownership, the name of the business or structure of the business under which credit is established.

**CHECKS AND AGING:** In the event any check is dishonored or returned for any reason, or any invoice is 91 days old, Devil Mountain Wholesale Nursery, LLC is authorized to charge the credit card on file.

**IN THE EVENT OF DEFAULT, AND IF THIS ACCOUNT IS TURNED OVER TO AN AGENCY AND/OR AN ATTORNEY FOR COLLECTION, THE UNDERSIGNED AGREES TO PAY ALL REASONABLE ATTORNEY FEES, AND/OR COSTS OF COLLECTION WHETHER OR NOT SUIT IS FILED.**

I/We certify that this request is for the extension of credit for business purposes only and not for the extension of credit for personal, family or household purposes.

REQUIRED INFORMATION	
<b>APPLICANT'S SIGNATURE ATTESTS FINANCIAL RESPONSIBILITY, ABILITY AND WILLINGNESS TO PAY IN ACCORDANCE WITH ABOVE TERMS:</b>	Signature _____
	Date _____ Title _____



## PERSONAL GUARANTEE

For valuable consideration, the receipt of which is acknowledged, including but not limited to the extension of credit by Devil Mountain Wholesale Nursery, LLC. To \_\_\_\_\_ COMPANY NAME the undersigned, individually, jointly and severally, unconditionally guarantee(s) to Devil Mountain Wholesale Nursery, LLC the full and prompt payment by \_\_\_\_\_ SIGNER'S NAME, of all obligations which Guarantor presently or hereafter may have to Devil Mountain Wholesale Nursery, LLC and payment when due of all sums presently or hereafter owing by Guarantor to Devil Mountain Wholesale Nursery, LLC. Guarantor agrees to indemnify Devil Mountain Wholesale Nursery, LLC against any losses Devil Mountain Wholesale Nursery, LLC may sustain and expenses Devil Mountain Wholesale Nursery, LLC may incur as a result of any failure of Guarantor to perform including reasonable attorneys' fees and all costs and other expenses incurred in collecting or compromising any indebtedness of debtor guaranteed hereunder or in enforcing this guaranty against guarantor. This shall be a continuing Guaranty. Diligence, Demand, Protest or notice of any kind is waived. It shall remain in full force until guarantor delivers to Devil Mountain Wholesale Nursery, LLC written notice revoking it as to indebtedness incurred subsequent to such delivery. Such delivery shall not affect any of guarantors obligations hereunder with respect to indebtedness heretofore incurred.

The undersigned personal guarantor, recognizing that his or her individual credit history may be a necessary factor in the evaluation of this personal guarantee, hereby consents to and authorizes the use of a consumer credit report on the undersigned, by the above named business credit grantor, from time to time as may be needed, in the credit evaluation process.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Sign Name

\_\_\_\_\_  
Date

## PRIVACY POLICY

Devil Mountain Wholesale Nursery, LLC is collecting your personal information and sensitive personal information to support its business operations, including to evaluate your creditworthiness. As used herein, personal information means information that identifies, relates to, describes, references, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household.

We will not sell the personal information, including sensitive personal information (e.g., Social Security number), that we collect from your credit application. We also will not share it with third parties for cross-context behavioral advertising. To the extent, however, that you separately provide such personal information through our website that information may be shared as stated in our Privacy Policy, subject, however, to your ability to request that it not be shared. To view our full Privacy Policy, visit <https://devilmountainnursery.com/privacy-policy/>.

We may collect the personal information and sensitive personal information categories listed below, and our expected retention period or retention criteria and our business purpose use of the information is stated further below.

- Identifiers like real name, alias, address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers; and
- Customer Records' personal information like signature, telephone number, state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information.

We collect this information as part of an inquiry or application for our products or services, utilize it for identity confirmation, product/service processing, authenticating information, and compliance with government regulatory requirements, as well as for use in a financial transaction, evaluation of creditworthiness, review or granting of collateral, verifying financial capacity, or determining terms or conditions of product or service.

We retain the information that we collect for the duration of a product, service, or our ongoing relationship and as required by regulatory requirements or our record retention policy.

If you have any questions about this Notice or need to access it in an alternative format due to having a disability, please contact [privacy@devilmountainnursery.com](mailto:privacy@devilmountainnursery.com) and (866) 577-9555.

Effective Date: January 26, 2024

I acknowledge I have read and understood the terms of the Privacy Policy. \_\_\_\_\_

Signature

