



# CREDIT APPLICATION & AGREEMENT

Please return by email to [sales@devilmountainnursery.com](mailto:sales@devilmountainnursery.com) or fax to your local Devil Mountain store:

San Ramon (925) 829-6009    Petaluma (707) 792-1200    Clements (209) 759-3004    Morgan Hill (925) 397-3181

## A. APPLICANT

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

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

Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

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

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

## B. BUSINESS INFORMATION

Type of Business \_\_\_\_\_ How long in business \_\_\_\_\_

Sole Proprietorship    Owner \_\_\_\_\_ SS# \_\_\_\_\_

Partnership    Partner \_\_\_\_\_ SS# \_\_\_\_\_

Partner \_\_\_\_\_ SS# \_\_\_\_\_

Corporation/LLC    President/Member \_\_\_\_\_ SS# \_\_\_\_\_

Vice President/Member \_\_\_\_\_ SS# \_\_\_\_\_

Federal Tax No. \_\_\_\_\_ Contractor License # \_\_\_\_\_

Sales Tax Exemption Certificate  yes  no (If yes, please enclose signed certificate or copy)

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

## C. BANKING INFORMATION

Bank \_\_\_\_\_ Branch \_\_\_\_\_ Phone \_\_\_\_\_

Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Officer Contact \_\_\_\_\_ Account # \_\_\_\_\_ Type of Account \_\_\_\_\_

## D. CREDIT CARD INFORMATION

In the event any check is dishonored or returned for any reason, or any invoice is 91 days old, Devil Mountain Wholesale Nursery, Inc. is authorized to charge the credit card listed below for the outstanding balance.

MC / VISA / AMEX Card # \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Expiration Date \_\_\_\_ / \_\_\_\_ Billing ZIP \_\_\_\_\_

Signature \_\_\_\_\_

San Ramon / East Bay & San Francisco  
9885 Alcosta Blvd, San Ramon, CA 94583  
(ph) 925.829.6006 • (fx) 925.829.6009

Petaluma / North Bay & Wine Country  
499 Pepper Rd, Petaluma, CA 94952  
(ph) 707.835.0250 • (fx) 707.792.1200

Clements / Sacramento & Central Valley  
16950 E. Liberty Rd, Clements, CA 95227  
(ph) 209.759.3003 • (fx) 209.759.3004

Morgan Hill / South Bay & Monterey Area  
1965 Tennant Ave, Morgan Hill, CA 95037  
(ph) 669.888.3738 • (fx) 925.397.3181



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## E. TRADE REFERENCES

<u>Name</u>	<u>Address</u>	<u>Email address</u>	<u>Fax #</u>
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____

The preceding information is for the purpose of obtaining credit and is warranted to be true. I/We hereby authorize Devil Mountain Wholesale Nursery, Inc. 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 by the 15<sup>th</sup> of the following month. A service charge of one and one half percent (1 ½% per month), or (18% per annum) or the highest legal rate, whichever is more may be assessed on delinquent invoices.

**VENUE:** All amounts due for purchases from Devil Mountain Wholesale Nursery, Inc. are payable at 9885 Alcosta Blvd., 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, Inc. 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.

**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.

**APPLICANT'S SIGNATURE ATTESTS FINANCIAL RESPONSIBILITY, ABILITY AND WILLINGNESS TO PAY IN ACCORDANCE WITH ABOVE TERMS:**

Firm Name \_\_\_\_\_  
By \_\_\_\_\_ Title \_\_\_\_\_

## **CONSENT TO OBTAIN CONSUMER CREDIT REPORT**

**The undersigned individual who is either a principal of the credit applicant or a sole proprietorship of the credit applicant, recognizing that his or her individual credit history may be a factor in the evaluation of the credit history of the applicant, 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

## **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, Inc. To \_\_\_\_\_ the undersigned, individually, jointly and severally, unconditionally guarantee(s) to Devil Mountain Wholesale Nursery, Inc. the full and prompt payment by \_\_\_\_\_, of all obligations which Guarantor presently or hereafter may have to Devil Mountain Wholesale Nursery and payment when due of all sums presently or hereafter owing by Guarantor to Devil Mountain Wholesale Nursery. Guarantor agrees to indemnify Devil Mountain Wholesale Nursery against any losses Devil Mountain Wholesale Nursery may sustain and expenses Devil Mountain Wholesale Nursery 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 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

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