



CREDIT APPLICATION & AGREEMENT

Please return by email to credit@devilmountainnursery.com or fax to (925) 829-6009.

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 Partnership Corporation LLC

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 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, LLC is authorized to charge the credit card listed below for the outstanding balance.

MC / VISA / AMEX Card # _____ - _____ - _____ - _____ Expiration Date ____ / ____ Billing ZIP _____

Signature _____



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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, 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 by the 15th 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, LLC 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 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.

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**

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, LLC. To _____ the undersigned, individually, jointly and severally, unconditionally guarantee(s) to Devil Mountain Wholesale Nursery, LLC 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.