



SANDERS NURSERY & DISTRIBUTION CENTER, INC

20705 East 161st St South

Broken Arrow, OK 74014

Phone: 918-486-1500 Fax: 918-486-3322

Email contact: ewright@sandersnurseryok.com

CREDIT APPLICATION AND AGREEMENT

Office Use Only: Cust. #: _____ Date: _____

Applicant's Legal Name: _____

Trade Name (DBA): _____

Physical Address: _____
(Street address/City/ State/Zip)

Billing Address: _____

Phone #: _____ 800 # _____ Fax # _____

Customer Email: _____

Federal ID Number: _____ D&B # _____

Corporate Structure: _____ Corp. _____ Partnership _____ Proprietorship _____ Other (specify) _____

Nature of Business: _____ Credit Desired: \$ _____

State of Incorporation: _____ Month/Year of Incorporation _____

Sales Tax Exemption # and State of Issue: _____ License/Contractor #: _____
(Include copy of Tax Exemption)

Bankruptcy: _____ No _____ Yes; if yes, date: _____ State of filing: _____

Is corporation registered with the Secretary of State: Y N State and date of filing: _____

A/P Contact: _____ Phone #: _____ Email: _____

OWNER(S) or OFFICERS:

Name	Title	Address (City, State, Zip)	Phone #
1.			
2.			
3.			
4.			

CREDIT TERMS:

Invoices are to be paid in full within 30 days of invoice date. Sanders Nursery & Distribution Center, Inc reserves the right to charge and customer agrees to pay a late charge at a rate equal to the lesser of the highest rate allowed by law or 1.5% per month on the entire unpaid balance remaining unpaid for 30 days. Applicant agrees to pay a reasonable charge, as set by Sanders Nursery & Distribution Center, Inc., on all returned checks. Any unpaid or delinquent accounts or any accounts with questionable credit, insufficient credit, or for any other legally sufficient reason shall result in applicant paying for services or goods in advance, as deemed necessary at the sole discretion of Sanders Nursery & Distribution Center, Inc. Regardless of any credit limit which may be established, Sanders Nursery & Distribution Center, Inc may at any time, reject an order or adjust the credit terms. Such actions are totally within our discretion. In the event it becomes necessary for Sanders Nursery & Distribution Center, Inc to file suit to enforce payment, the undersigned further agrees to pay all collection agency costs, court costs, all costs of litigation, actual reasonable attorney's fees and interest at the maximum allowable rate by state law, whether the same shall be collected by suit or otherwise. Venue for such action will be the State of Oklahoma, Cherokee County or at the discretion of Sanders Nursery & Distribution Center, Inc., the state and county of Applicant's or Guarantor's place of business.

AGREEMENT:

For and in consideration of the extension of credit by Sanders Nursery & Distribution Center, Inc., ("Seller"), Applicant hereby certifies that the information furnished under this application and any other financial statements furnished in connection herewith is true, correct, complete, and that this information is being furnished for the purpose of inducing Seller to extend credit to Applicant, and understands that Seller intends to rely upon such information. Financial statements, credit information, information supplied by Applicant or by others on behalf of Applicant, or agreements are part of this contract. Any false or misleading information constitutes a fraudulent misrepresentation. Applicant represents and warrants that it is solvent, generally able to pay its debts as such debts become due, and has capitol sufficient to carry on its business. Applicant understands and agrees to be bound by the terms contained in this application, and all invoices and other documents furnished Seller from time to time, all of which are incorporated herein by reference, and to promptly advise Seller of any material change in the information provided therein, including, but not limited to, change of ownership, address or telephone. Applicant understands that Sellers will retain this Application whether or not it is approved. Applicant authorizes Seller to obtain oral or written credit reports from any credit reporting agency, individual, bank or commercial supplier, at its discretion. Applicant permits a copy (Xerox, carbon photograph, etc.) of this authorization and signature(s) of the undersigned to be the equivalent of the original to release information to Seller and to other entities, regarding Applicant's credit experience with Seller. THE UNDERSIGNED IS EXECUTING THIS APPLICATION IN HIS/HER CAPACITY AS AN OFFICER OF APPLICANT, AND INDIVIDUALLY FOR THE LIMITED PURPOSE OF AUTHORIZING SELLER TO OBTAIN FROM TIME TO TIME A NON-BUSINESS CONSUMER CREDIT REPORT ON THE INDIVIDUAL UNDERSIGNED, IN ORDER TO FURTHER EVALUATE THE CREDITWORTHINESS OF SUCH INDIVIDUAL AS PRINCIPAL, PROPRIETOR, AND/OR GUARANTOR, IN CONNECTION WITH THE EXTENSION OF BUSINESS CREDIT. THE UNDERSIGNED HEREBY KNOWINGLY CONSENTS TO THE USE OF SUCH CREDIT REPORT CONSISTENT WITH THE FEDERAL FAIR CREDIT REPORTING ACT AS CONTAINED IN 15 U.S.C. @1681, et seq. APPLICANT UNDERSTANDS THAT THE TERMS AND CONDITIONS CONTAINED HEREIN ARE MATERIAL HERETO AND SPECIFICALLY MADE A PART HEREOF.

Sanders Nursery & Distribution Center, Inc complies with the Equal Credit Opportunity Act and does not discriminate against applicants on the basis of race, color, religion, national origin, sex, marital status, or age.

NOTICE: IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS ENTIRE DOCUMENT BEFORE SIGNING.

I am a duly authorized representative of my business, partnership or corporation, and have been granted express authority to bind the above listed business to the terms and conditions as stated above. Further, I have read this entire document, understand its terms and conditions, and agree to be bound by its provisions.

Date: _____ Print Name _____

Signature: _____ Title/Position _____

PERSONAL GUARANTEE:

In consideration of credit being extended by Sanders Nursery & Distribution Center, Inc., the above named applicant for merchandise to be purchased whether applicant be an individual or individuals, a proprietorship, a partnership, a corporation, and other entity the undersigned guarantor and guarantors each hereby contract and guarantee to Sanders Nursery & Distribution Center, Inc., the faithful payment , when due, of, all accounts of said expressly waive all notice of acceptance of this guarantee, notice of extension of credit to applicant, presentment, and demand for payment on applicant, protest and notice to undersigned guarantor and guarantors of dishonor and default by applicant with respect to any security held by Sanders Nursery & Distribution Center, Inc., extension of time payment to applicant acceptance of partial payment and partial compromise. All other notices to which the undersigned guarantor and guarantors might otherwise be entitled and demand for payment under this guarantees.

Guarantor Signature: _____ Date of Guarantee: _____

Printed Name: _____ Social Security Number: _____

Address: _____ Phone Number: _____



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References

BANK REFERENCE:

Bank Name: _____ Officer/Contact Name: _____

Bank Address: _____ City/State/Zip _____

Phone #: _____ Fax #: _____ Account # _____

CREDIT/TRADE REFERENCES: (Please Furnish Complete Information)

Name: _____ Contact: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Name: _____ Contact: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Name: _____ Contact: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Name: _____ Contact: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____



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CREDIT RELEASE AUTHORIZATION

This is an authorization form to your bank to release credit information to us.

Please sign and return back with the credit application. Thank You.

AUTHORIZATION TO RELEASE CREDIT INFORMATION:

Date: _____

Bank Officer/Contact: _____

Name of Bank: _____

Complete Address: _____

Account #: _____

We are at present making a credit application with Sanders Nursery & Distribution Center, Inc for goods or services of their company. We would appreciate you completing the attached form and returning it via email to: ewright@sandersnurseryok.com or by fax, 918-486-1500. Thank you.

COMPANY: _____

SIGNATURE: _____

PRINTED NAME: _____