

CREDIT APPLICATION

JAYKER NURSERY COMPANIES

This credit application is an application to obtain credit from Jayker Nursery Companies, 4740 West Chinden Blvd, Meridian, Idaho 83646 ("Vendor"). Accounts are only available to businesses actively engaged in the nursery industry and who possess a **current (Idaho) nursery license**:

PART A: I AM APPLYING FOR CREDIT AS OR ON BEHALF OF:

_____ an Individual or Married Couple _____ a Sole Proprietorship _____ a Partnership
_____ a Corporation _____ a Limited Liability Company _____ Other: _____

PART B: COMPLETE THIS PART IF YOU ARE APPLYING AS AN INDIVIDUAL, MARRIED COUPLE OR SOLE PROPRIETORSHIP:

Your Name: _____ S.S.N. _____ Mobile/Cell No. _____

Trade Name: _____ Business Phone No. _____ Fax No. _____

Name of Spouse: _____ S.S.N. _____ Home Phone No. _____

Your Address: _____
Street City State Zip

Your Nursery License No.: _____ Email Address: _____

Do you require Purchase Orders?* _____ Yes _____ No **Credit desired \$** _____

*If you require Purchase Orders, please note that the terms of this Credit Application and any Vendor invoice shall govern over any conflicting terms in your Purchaser Order.

PART C: COMPLETE THIS PART IF YOU ARE APPLYING AS A CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY OR OTHER PARTY.

Company Name: _____ E.I.N. _____

Trade Name: _____ State of Organization: _____ Date Started: _____

Business Address: _____
Street City State Zip

Mailing Address: _____
Street City State Zip

Phone No. _____ Cell No. _____ Fax No. _____

Your Nursery License No.: _____ Email Address: _____

Do you require Purchase Orders?* _____ Yes _____ No **Credit desired \$** _____

*If you require Purchase Orders, please note that the terms of this Credit Application and any Vendor invoice shall govern over any conflicting terms in your Purchaser Order.

In the spaces below, please provide the full name and home address of all partners, corporate officers, owners or members.

NAME:	_____	NAME:	_____
TITLE:	_____	TITLE:	_____
ADDRESS:	_____	ADDRESS:	_____
SSN:	_____	SSN:	_____

PART J: BASIC CREDIT TERMS UPON WHICH THIS ACCOUNT WILL BE GOVERNED.

Our books close as near the last day of the month as possible. We make every effort to post all purchases made during the billing month on the statement you will receive shortly after the first business day of the month. Your account balance is due and payable in full on or before the 30th day following purchase ("Due Date"). You may pay by cash, check or bankcard. Your payments will be applied first to pay any outstanding finance charges, and then to the oldest outstanding invoices in order of aging. If you have not paid your account by the Due Date, it will be considered past due and we may restrict further credit privileges, including placing your account on COD or credit hold status without further notice. Past due invoices accrue finance charges at the rate of 1.5% per month (18% per annum) from the Due Date. You agree to pay all finance charges accrued on the account according to these terms, as well as any and all collection costs and attorney fees we incur in collecting past due sums from you. If you apply, and an account is opened, as an individual or partnership, and you later incorporate or form an LLC or other entity, your account will remain unchanged until such time as your new entity completes a credit application to our standards and a new account is approved. If you sell your business you agree to notify us immediately

PART K: CANCELLATION.

No purchase order cancellation shall be effective unless agreed upon in writing by both parties. Cancellation charges will be assessed based on progress in the procurement process and the value of plants that have been purchased. No cancellation of special ordered items.

PART L: SALES TAX.

In addition to price specified, purchaser agrees to pay all applicable sales and use taxes or Purchaser shall furnish Seller with a tax-exemption certificate. If the exempt status is denied, Purchaser shall pay all taxes, interest and penalties.

PART M: UNFORESEEN DELAYS.

All deliveries will be made subject to delays caused by accidents, fires, labor disputes and strikes and other causes beyond our control.

PART N: TITLE AND RISK OF LOSS.

Title in plants to remain in Vendor until the full purchase price has been paid. Risk of loss for all plants sold hereunder passes to Purchaser upon delivery either to Purchaser or to the carrier.

PART O: CLAIMS.

We do everything possible to satisfy our customers. However, we cannot be held responsible for disasters beyond our control. All claims must be made in writing to Seller within 10 days after receiving plants for claims of incorrect counts, sizes or variety and within 30 days for claims for mortality.

PART P: ENTIRE AGREEMENT.

This credit application, the quotes and invoices, constitute the entire agreement between the parties relative to each transaction. No prior or subsequent agreements shall be binding unless in writing and signed by both parties. This agreement shall be construed under Idaho law. Any action involving this agreement or the parties shall be brought in Ada County, Idaho.

I/We have supplied the information on the Credit Application to induce Vendor to provide an open credit account for my/our use. I/we hereby authorize and direct all lenders and trade creditors to disclose any and all information concerning my accounts to Vendor. I/We understand the information herein is given for the purpose of obtaining credit and I/we certify that all information and statements herein are true and correct. If an account is approved in Vendor's sole discretion, in consideration thereof I/we agree to the credit terms stated above and pledge and agree that the account will be paid in accordance therewith. I/We further agree by asking Vendor to establish an open account for my/our use, that Vendor will secure a credit report from one of the national credit reporting agencies. Additionally, in the future Vendor may secure subsequent credit bureau reports for the purpose of increasing my/our line of credit or for other credit reasons. Upon request I/we agree to promptly give Vendor accurate updated financial information about our business or myself.

X _____ X _____
Applicant No. 1 ("Purchaser") Applicant No. 2 ("Purchaser") Date Signed

By my signature below, I authorize Vendor to obtain a Consumer Credit Report and a Background Report on me.

X _____
Signature

X _____
Signature

Print Name

Print Name

Date Signed

Date Signed

SSN

SSN