

CREDIT APPLICATION

Dear Prospective Customer:
Thank you for your interest in Creek Hill Nursery. We look forward to providing you with premium plants and steadfast service now and for many years to come. In order for us to process your application in a timely manner, please complete and return it immediately. Credit approval can take as long as 2 weeks. An incomplete application may cause delay. Thank you again for your interest.

APPLICATION MAY BE MA	AILED IN OR FAXED. IF FAXED, PL	EASE FAX BOTH PAGES OF THIS	FORM.	
APPLICANT'S NAME				
D/B/A				
STREET ADDRESS		P.O. BOX		
CITY	COUNTY	STATE ZIF	·	
TELEPHONE NO		FAX NO		
TYPE OF BUSINESS (Chec	ck One)			
(_) PROPRIETORSHIP	(_) CORPORATION	(_) REWHOLESALER (_) CONTRACTOR		CTOR
(_) PARTNERSHIP	(_) WHOLESALE GROWER	(_) GARDEN CENTER	(_) Other	
YEARS IN BUSINESS		APPROXIMATE CREDIT LINE REQUIRED:		
FEDERAL TAX I.D. NO		ANTICIPATED ANNUAL PURCHASES:		
PRINCIPALS OF BUSINES	<u>s</u>			
NAME		NAME		
TITLE		TITLE		
HOME ADDRESS		HOME ADDRESS		
HOME PHONE		HOME PHONE		
SOC. SEC. #		SOC. SEC. #		
TRADE REFERENCES				
1				
Company Name	Address	City	State	Zip Code
Contact	() Phone	()		
2				
Company Name	Address	City	State	Zip Code
Contact	() Phone	()	=ax	
3	THOR	·		
Company Name	Address	City	State	Zip Code
Contact	() Phone	()	Fax	
	Filone		ax	
4 Company Name	Address	City	State	Zip Code
	()	()		
Contact	Phone	ŀ	Fax	
BUSINESS BANK REFERE		DD 1117		
		BRANCH		
ADDRESS				

INFORMATION THAT IT MAY HAVE OR OBTAIN IN RESPONSE TO SUCH CREDIT INQUIRIES. CREEK HILL NURSERY IS AUTHORIZED TO CONTACT THE REFERENCES LISTED ON THIS APPLICATION AND/OR ANY OTHER SOURCES TO INVESTIGATE THE CREDIT WORTHINESS OF THE APPLICANT AND ITS OFFICERS. APPLICANT CERTIFIES THAT THE INFORMATION PROVIDED IS TRUE AND CORRECT. SIGNATURE_____ PRINT NAME DATE PERSONAL GUARANTEE (TO BE COMPLETED WHEN THE CUSTOMER IS A CORPORATION OR A LIMITED LIABILITY COMPANY) __for and in consideration of your extending credit at my/our request Creek Hill Nursery I/We hereby unconditionally and absolutely personally guarantee to Creek Hill Nursery the payment of any obligation of the above company, and hereby agree to bind myself/ourselves to pay on demand any sum which may become due to Creek Hill Nursery by the company whenever the company fails to pay the same. This guaranty is an irrevocable guaranty continuing until all obligations of the company to Creek Hill Nursery are fully paid. The undersigned agrees to pay all amounts due plus all finance charges, attorney fees, and collection charges. Signature __ Date: ____ Print name _____ Date: _____ Signature Print name SALES AND USE TAX CERTIFICATE OF EXEMPTION FOR THE STATE OF PENNSYLVANIA This certificate is invalid unless all four sections are completed by the purchaser. **SECTION 1**: Check one of the following: _) One time purchase) Blanket certificate The purchaser hereby claims exemption on the purchase of tangible personal property and selected services made under this certificate from: Creek Hill Nursery and certifies that this claim is based upon the purchaser's proposed use of the items or services, or the status of the SECTION 2: Items covered by this certificate: (_) All items purchased: (_) Limited to the following items:_ **SECTION 3**: Basis for exemption claim: (_) For Resale at Retail - Sales Tax Registration Number: ___ (_) For Resale at Wholesale - No Number Required (_) Agricultural Production - No Number Required (Describe) ___ (_) Industrial Processing - No Number Required () Government Entity, Nonprofit School, Nonprofit Hospital, and Church (Circle type of organization) (_) Nonprofit Internal Revenue Code Section 501(c)(3) and 501(c)(4) Exempt Organizations (Attach copy of IRS letter ruling). () Nonprofit Organizations with an Exempt letter from the State of Michigan (Attach a copy of letter) () Other: (Explain) SECTION 4: I declare, under penalty of perjury, that the information on this certificate is true, that I have consulted the statutes, administrative rules and other sources of law applicable to my exemption, and that I have exercised reasonable care in assuring that my claim of exemption is valid under Pennsylvania law. In the event this claim is disallowed, I accept full responsibility for the payment of tax, penalty and any accrued interest, including, if necessary, reimbursement to the vendor for tax and accrued interest. Purchaser / Company Name Signature and title Date Signed

THE PERSON SIGNING THIS APPLICATION REPRESENTS THAT THEY HAVE AUTHORITY TO BIND THE APPLICANT FOR PAYMENT OF ALL SUMS DUE AS A RESULT OF CREDIT EXTENDED BY CREEK HILL NURSERY, TO INCLUDE RECOVERY OF COLLECTION CHARGES, REASONABLE ATTORNEY FEES, AND FINANCE CHARGES. APPLICANT REPRESENTS THAT THIS REQUEST FOR CREDIT IS FOR BUSINESS, COMMERCIAL, AND OR AGRICULTURE PURPOSES, IT IS FURTHER AGREED THAT VENUE FOR ANY ACTION TO ENFORCE THE TERMS OF THIS AGREEMENT SHALL BE LANCASTER COUNTY PENNSYLVANIA. THE UNDERSIGNED ("CUSTOMER") AUTHORIZES AND INSTRUCTS ANY PERSON, BANK OR CREDIT REPORTING AGENCY TO FURNISH TO CREEK HILL NURSERY ANY

TERMS OF SALE:

All sales are subject to confirmation from Creek Hill Nursery. Shipment of orders may be voided or delayed without liability to the seller for delay or failure to deliver due to crop failure, drought, inclement weather, strikes, floods, fire, frost, embargoes, and any other contingency beyond the control of the seller. Prices subject to change without notice.

TERMS OF PAYMENT:

Established and approved accounts — net 30 days from date of delivery, all other accounts C.O.D. Upon signing reverse side of this form and/or delivery invoice, customer (or his agent) agrees that purchases will be paid in full within 30 days of delivery, and that purchaser agrees to pay a time/price differential charge of 2% per month on all purchases not fully paid within 30 days.

GUARANTEE:

Nursery stock is offered subject to prior sales, no warranty expressed or implied. Great care is exercised to keep varieties true to name and Creek Hill Nursery will replace, upon proper proof, any nursery stock that may prove otherwise (or refund the amount paid), but it is mutually agreed that Creek Hill Nursery shall at no time be liable for any amount greater than that paid for the nursery stock in question. Because Creek Hill Nursery has no control over plants once delivered, survival in the container or landscape is not guaranteed.

CLAIMS:

All claims must be made in writing within 10 calendar days of receipt of invoice. All shortages must be noted on the original shipping invoice. UPS shipments and shipments not on our trucks travel at the risk of the purchaser.