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 Salem, OR 97303
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CREDIT APPLICATION AND AGREEMENT FOR CREDIT SALES

To Van's Nursery, Inc.: For the purpose of procuring and establishing credit, from time to time, with Van's Nursery, Inc. the undersigned Applicant furnishes the following information. Applicant represents and warrants said information is true and correct.

Applicant: Business or Corporate Name					Application Date	
Business street Address			Billing Address: Street or P.O. Box			
City	State	Zip	City	State	Zip	
Business Telephone No.		Fax No.	Year Business was established		Monthly Statement of Account Required <input type="checkbox"/> yes <input type="checkbox"/> no	
We are engaged in the business of:		Owner's Social Security Number		Resale Number (attach resale card)		
OWNERS (if applicant is a sole proprietorship or partnership)				OFFICER'S (if a corporation)		
Name		Title	Home Address		Home Phone #	
Name		Title	Home Address		Home Phone #	
Name		Title	Home Address		Home Phone #	
BANK OR SAVINGS AND LOAN ASSOCIATION						
Name		Branch		Account #	Type of Account	
Name		Branch		Account #	Type of Account	
SUPPLIER REFERENCES (List at least three)						
Name		Address		Phone	Amount owing	
Name		Address		Phone	Amount owing	
Name		Address		Phone	Amount owing	
Name		Address		Phone	Amount owing	

WRITE ANSWERS YES OR NO ON THE FOLLOWING QUESTIONS

Has Applicant or any of its Owners, Principals, Partners, Officers, or Directors ever filed a voluntary petition in bankruptcy, been adjusted bankrupt, or made an assignment for the benefit of creditors?

Are taxes owed by Applicant to any taxing authority current?

Has a tax lien or civil suit been filed against Applicant or any of its Owners, Principal, Partners, Officers, or Directors within the past six years?

APPLICANT: PLEASE COMPLETE AND SIGN REVERSE SIDE OF THIS FORM

AGREEMENT

In consideration of Van's Nursery, Inc. (referred herein as "Van's") extending credit to Applicant, Applicant agrees to pay for all items delivered to or at the request of Applicant by the 25th of the month following purchase. The applicable cash discount may be taken if Van's' invoice(s) is paid no later than the 10th of the month following purchase. All accounts are due and payable at the remittance address shown on the Van's invoice. Applicant agrees that each of the terms and conditions of sale stated on the Van's invoices shall be a term of contract of each sale from Van's to Applicant. Applicant acknowledges that a monthly service charge will be made on all sums due to Van's which have not been paid within thirty (30) days from the invoice date, and Applicant agrees to promptly pay said service charge. The service charge shall be 1.5% per month, but not to exceed the highest amount lawfully allowed by contract in the state in which this application is executed; it shall be made on the thirty-first (31st) day after the original invoice date; and an additional service charge, computed on the same basis, shall be made every thirty (30) days thereafter. If Van's receives as a service charge an amount in excess of said highest amount lawfully allowed by contract, such excess amount shall be applied to the reduction of the unpaid balance due and shall not be treated as a service charge. Waiver of any one or more service charges shall not be deemed a waiver of any future charges. Applicant further agrees that with regard to such service charge, Applicant and Van's are parties to a written contract. If Van's commences litigation or employs attorneys in order to secure payment of any sums due to it from Applicant, the Applicant agrees to pay a reasonable attorney's fee in addition to all other sums due. Applicant agrees to notify Van's in writing of any change in ownership or status of ownership and further agrees that all charges incurred will remain the responsibility of Applicant unless agreed by Van's in writing. The Applicant authorizes Van's to obtain credit and financial information concerning the Applicant at any time and from any source.

Executed at _____, on this ____ day of _____ 20

Name of Applicant _____ Title _____

Signature _____

CONTINUING GUARANTEE

For the purposes of inducing extension credit or of inducing temporary forbearance from collection of accounts for monies due at the time herof from the person or firm applying for credit, listed on the reverse side hereof, the undersigned hereby absolutely and unconditionally guarantees, on a continuing basis, the performance of the person or firm on the reverse side herof applying for credit, and to whom credit is extended, including but not limited to the due and prompt payment of all present and future indebtedness, whether secured or unsecured and regardless of how the indebtedness is represented or incurred. The undersigned consents to any extension or alteration of any obligation and guarantees such without prior notice, demand or pursuit of remedies against the primarily liable. This guarantee shall continue in effect until has notified the creditor in writing of its cancellation, but such cancellation shall not alter any obligation of the undersigned arising herunder prior to receipt of such written notice. The undersigned hereby futher agrees to idemnify and save creditor harmless from any loss, damage and expense caused by or arising out of any default on the part of such person or firm in making payment of any part of all of such sums and in the event of such default agrees, upon demand, to pay creditor the amount

Executed at _____, on this ____ day of _____ 20

Guarantor

Guarantor