

CREDIT APPLICATION

SCHWOPE BROTHERS TREE FARMS WEST COAST
39881 NW WILKESBORO ROAD
BANKS, OR 97106
BUSINESS OFFICE NUMBERS:
PHONE: 503-224-4440

BUSINESS INFORMATION

Legal Business Name: _____

Street Address: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Business Phone: (____) _____ - _____ Email: _____

Years Business Organized: _____ Nursery License #: _____

State Resale Tax Exempt: _____ Please include a copy of the form.

Requested Credit Amount: _____

Type of Business (circle one)

Social Security # _____ - _____ - _____

Individual Partnership Corporation

Fed I.D# _____

Individual/Partnership/Officers (full name)

Name _____

Name _____

Title _____

Title _____

Trade References – (please list major green goods suppliers)

Name _____

Name _____

Mailing Address _____

Mailing Address _____

City/State/Zip _____

City/State/Zip _____

Telephone # _____

Telephone # _____

Email: _____

Email: _____

Bank Credit Reference

Bank Name _____

Telephone # _____

Branch Address _____

Email: _____

City/State/Zip _____

Checking Acct _____ Loan Acct _____ Savings Acct _____

The undersigned requests that an account be opened with Schwope Brothers Tree Farms West Coast and that commercial credit be extended, as approved. The undersigned verifies all information in this application is accurate and provided for the purpose of obtaining credit. The undersigned authorizes Schwope Brothers Tree Farms West Coast to make inquiries into its financial creditworthiness and to investigate any data pertaining to the credit responsibility of the undersigned, including reports from credit reporting agencies. If this application is approved, my acceptance and use of the credit so issued constitutes my agreement to all payment and other terms of credit established by Schwope Brothers Tree Farms West Coast including finance charges. If collection actions are required, by lawsuit or otherwise, the undersigned agrees to pay all costs of collection, including reasonable attorney's fees. Schwope Brothers Tree Farms West Coast reserves the right to terminate or limit the privileges hereunder at any time, including suspension of credit.

Signature: _____ **Date** _____

Printed Name: _____

CUSTOMER INFORMATION

Date: _____

Company Name: _____

Mailing Address: _____

City/State/Zip: _____

Telephone # _____ Email: _____

Website: _____

Key Personnel

Owner: _____ Cell # _____

Email: _____

Buyer: _____ Cell # _____

Email: _____

Accounts Payable: _____ Phone # _____

Email: _____

Who do you want invoices emailed to? Email: _____

Email: _____ Email: _____

Type of Business (circle one)

Landscape/Maintenance Independent Retailer Landscape Architect

Golf/Resort School Other: _____

Tax Information

() Y () N Sales tax exempt? (If yes, please provide exemption certificate)

() Y () N Do you require a PO?

() Y () N Does your company currently have an account with us?

Please describe your background in the Nursery Business:

Thank you for your interest in SCHWOPE BROTHERS TREE FARMS WEST COAST.

PERSONAL GUARANTEE

In consideration of and in order to induce Schwope Brothers Tree Farms West Coast to extend credit to _____ (“Customer”), the undersigned _____ (“Guarantor”) hereby agrees as follows:

1. Guarantor unconditionally and absolutely guarantees to Schwope Brothers Tree Farms West Coast, and its successors and assigns, the full and prompt payment and performance of any and all accounts receivable now or in the future owed by Customer to Schwope Brothers Tree Farms West Coast, including collection fees and reasonable attorneys’ fees incurred by Schwope Brothers Tree Farms West Coast in collecting said accounts receivable.

2. Schwope Brothers Tree Farms West Coast shall not be required to undertake or commence any action or suit, nor to exhaust any other remedies against Customer, prior to making any demand or invoking any action under this Guaranty. Neither the legal insolvency of Customer, nor a discharge of the obligation as to Customer under any state or federal laws, shall be a defense by Guarantor to the enforcement of this Guaranty.

3. Guarantor agrees that Schwope Brothers Tree Farms West Coast may from time to time, without notice to Guarantor, extend, waive, renew, pledge or compromise the account receivable owed by Customer to Schwope Brothers Tree Farms West Coast, without releasing, extinguishing, or affecting in any manner whatsoever the liability of Guarantor hereunder.

4. Guarantor agrees that this Guaranty shall be binding upon Guarantor’s heirs, beneficiaries, personal representatives, successors and assigns and shall inure to the benefit of Schwope Brothers Trees Farms West Coast and its successors and assigns.

This Guaranty shall be interpreted under the laws of the State of Oregon.

Guarantor’s Signature Date _____

Guarantor’s Name (printed)

Sales and Credit Terms and Conditions

Schwope Brothers Tree Farms West Coast (SBTFWC) Policies and Terms Control

Applicant/Buyer acknowledges that any and all sales on and extensions of credit by SBTFWC, are expressly conditioned upon buyer's unconditional acceptance of SBTFWC. Sales and Credit Terms and Conditions stated herein and as hereafter amended. SBTFWC Sales and Credit Terms and Conditions supersede any and all terms and conditions appearing on Buyer's documents, including but not limited to purchase orders regardless of the time presented.

Authorization to Obtain Information

Applicant/Buyer grants to SBTFWC the continuing right to obtain credit reports involving the Applicant/Buyer or other financial and credit information and to investigate the Applicant/Buyer's financial status from time to time as SBTFWC may see fit. Applicant/Buyer shall sign a written authorization to obtain information in a form acceptable to SBTFWC on request.

Change of Ownership/Address

Applicant/Buyer shall promptly advise SBTFWC in writing of any change of ownership of or the address of Applicants/Buyer's business. All such notifications shall be made to SBTFWC in writing, within ten (10) working days of the change.

Ordering Terms.

All customers will be required place a minimum ordering booking of \$20,000. All freight charges will be COD and paid to the carrier upon delivery unless other arrangements are approved with SBTFWC management. Customers with approved credit have thirty (30) days from the delivery date to pay their invoice in full. **New customers must arrange pre-payment or COD prior to SBTFWC shipping the order.**

Payment.

All balances must be paid in full within thirty (30) days of delivery date. Invoices will be sent within seven (7) business days of delivery. **A late charge of 2 percent per month (24% per Annum) on the unpaid balance will be added to all accounts past due.** Failure to adhere to these terms may result in a shipping hold on all unshipped orders and/or a termination or reduction in the credit SBTFWC will extend. All payments are to be made to:

**Schwope Brother's Tree Farm West Coast
39881 NW Wilkesboro Road
Banks, OR 97106**

Order Cancellation

All cancellations must be made to SBTFWC by the 1st of February of each season. Any cancellation made past February 1st may result in a cancellation of the balance of the Buyer's order and or a 25% restocking fee to be paid at the time of cancellation. Verbal contact with SBTFWC customer service department will be the only acceptable method of giving a cancellation.

Order Acknowledgements

SBTFWC Customer Service will send the buyer an acknowledgement upon receiving an order from the buyer.

Nursery Stock Allocations

Customer's Spring orders will receive acknowledgements immediately. Customer Orders will be allocated on October 15, and order confirmation will be sent to customer via email, fax or mail. Upon receiving the order confirmation customer must approve the order in writing and return via fax or email to SBTFWC. Ordering early will insure your inventory will be allocated to your order.

Order Confirmation.

All orders will be confirmed in writing by SBTFWC before shipping. The written confirmation shall include product availability, pricing and estimated shipping date. Customers must approve all order confirmations with SBTFWC via fax or email once confirmation has been received.

Attorney Fees.

In the event Buyer's account with SBTFWC is placed in the hands of an attorney for collection, Buyer promises and agrees to pay SBTFWC reasonable attorney's fees and costs, even though no arbitration, suit or action is filed thereon. Further, if any arbitration, suit, or action is filed to collect any sums allegedly due by Buyer to SBTFWC, Buyer promises and agrees to pay SBTFWC reasonable attorney fees and costs as fixed by the arbitrator, Court or Courts in which the arbitration, suit or action, including any appeal therein, is tried, heard or decided.

Scheduling Delivery/Field Direct

All orders require a full working-day for processing prior to the day they are picked up or loaded for delivery. Deliveries are assembled into truck loads and drops are scheduled two days before the order is loaded at our dock. Pulling, loading, and delivery changes are cut off at 12:00 noon two days before an order is to be picked up or loaded for delivery. It may not be possible to add to a delivery after the 12:00 noon cut-off on the day before the delivery is to be loaded. Normally, additions received after 12:00 noon two days before loading will be taken as a new order. Only after an order is complete can we schedule a delivery time. We are able to offer same day delivery, although we cannot guarantee it. The customer is responsible for unloading the plant material at the job site. At the time of delivery, the customer will also be responsible for inspecting the plant material and Buyer must communicate damages to SBTF within 48 hours of delivery. All claims must be reported to SBTFWC immediately.

Conditions

Loss Due to Natural Causes: All orders awaiting shipment shall be void if stock is injured due to wind, hail, fire, frost accident, of natural causes.

Claims: Claims for errors in type, species, or color will not be considered unless made in writing within 48 hours after receipt of goods. Claims for specification, grade, or damage will not be considered. Material must be inspected before unloaded at a job site or loaded on your truck. At that time the material can be rejected. Schwope Brothers Tree Farms West Coast does not recognize claims in excess of price paid for plants. Liability will not exceed the selling price of the material delivered.

Preliminary Lien Notice: For the benefit of both the landscape contractor and Schwope Brothers Tree Farms West Coast, we will request the following information be provided when material is delivered to a job site in credit: Project name and address, legal description, owner's name and address, contractor's name and address, sub-contractor's name and address, bonding company name and address, landscape architect name and address.

Business Hours: Schwope Brothers Tree Farms West Coast is open Monday through Friday from 8:00am to 4:30pm pacific standard time. Nursery visits are by appointment only and should be scheduled with your sales or customer service representative.