



MAIN OFFICE:
10600 Florin Rd.
Sacramento, CA
95830

MAILING:
P.O. Box 6750
Folsom, CA
95763-6750

GROWING
GROUNDS:
Bus. 916.423.3157
Fax. 916.681.7336

CONTRACTOR
SALES:
Bus. 916.689.8208
Fax. 916.689.8207

Internal Use Only
OD: _____

CL: _____
APPR: _____

Application for Commercial Credit

1. Application Date _____ Credit Line Request _____

Applicant Information

2. Company Name _____ Year Business Established _____

3. Description of Business _____

4. EIN # _____ License # _____

5. Type of Applicant (Circle One): Corporation Partnership LLC Proprietorship Other (Explain): _____

6. State of Organization _____ Secretary of State Entity ID # _____

7. Authorized Officers (Print Names)

President _____

Secretary _____

Managing Member _____

General Partner _____

8. Owner (if Proprietorship) _____

9. Name of President, Managing Member of General Partner _____

10. Phone Number of Individual in 8 or 9 above _____ Email of Individual in 8 or 9 above _____

11. Accounts Payable (AP) Contact Person _____

12. A/P Phone Number _____ A/P Fax Number _____ A/P Email _____

13. Billing Address _____

14. Shipping Address (if different) _____

15. Has this Business ever filed a bankruptcy petition? Yes No
Date _____ Case No. _____ Disposition _____

16. Has any Owner (or Principal of a Corporation or Limited Liability Company) ever filed a personal bankruptcy petition? Yes No
Date _____ Case No. _____ Disposition _____

17. Other business names used in the last five years: _____

Initials

Co-Applicant Information

(All applications submitted by entity applicants must be applied for jointly and severally with an individual)

- 18. Name _____ Years with Applicant _____
- 19. Relationship to Applicant _____
- 20. SSN # _____ License # _____
- 21. Position with Applicant _____ Date Appointed _____
- 22. Co-Applicant Phone Number _____ Email _____
- 23. Accounts Payable (AP) Contact _____
- 24. A/P Phone Number _____ A/P Fax Number _____ A/P Email _____
- 25. Billing Address _____
- 26. Shipping Address (if different) _____
- 27. Have you ever filed a bankruptcy petition? Yes No
Date _____ Case No. _____ Disposition _____
- 28. Have you ever filed a bankruptcy petition related to another business entity? Yes No
Date _____ Case No. _____ Disposition _____
- 29. Other business names used in the last five years: _____

Trade References (Please supply three trade references)

- 30. Company Name _____
Address _____
Phone Number _____ Fax Number _____ Email _____
- 31. Company Name _____
Address _____
Phone Number _____ Fax Number _____ Email _____
- 32. Company Name _____
Address _____
Phone Number _____ Fax Number _____ Email _____

Initials

Banking References

33. Main Bank Name and Branch _____

Address _____

Account Numbers _____

Loan Officer _____ Phone Number _____

Are accounts receivable pledged or borrowed against? Yes No

Checking Savings Loan Credit Line \$ _____ Secured Unsecured

Construction Loans Total \$ _____ Date(s) Due _____

Mortgages Monthly Payment(s) \$ _____

34. Secondary Bank Name and Branch _____

Address _____

Account Numbers _____

Checking Savings Loan Credit Line \$ _____ Secured Unsecured

- Discounts are given at Creditor’s discretion. This form does not guarantee a discount or credit account. Accounts are reviewed periodically. Creditor reserves the right to remove or change the terms of new extensions of credit or any discount at any time.
- Only authorized users are allowed to charge on the account. It is your responsibility to keep the authorized user list updated at all times and provide that list to Creditor.
- All invoices terms are Net 30 from date of invoice.
- All overdue accounts are subject to collection action, including court proceedings.

By signing, I agree that the above information is accurately represented, that Creditor will rely on all such information in extending credit, and that I have read and agree to the terms of the Credit Agreement on the following page.

Duly Authorized Applicant Signature _____ Title _____

Co-Applicant Signature _____ Title _____

Please mail completed and signed form to PO Box 6750 | Folsom | CA 95763-6750 or fax to (916) 673-9291.

Initials

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CREDIT AGREEMENT

Applicant and Co-Applicant (collectively, "Applicants") hereby request that Creditor open an account for Applicants and make credit sales of merchandise or materials upon that account in reliance upon all of the information provided to Creditor. In consideration therefor, Applicants agree:

1. That Creditor may sell or deliver merchandise from time to time to employees, agents, or representatives of Applicants without purchase orders issued by Applicants. Unless written instructions to the contrary are received by Creditor, acceptance of merchandise or materials by Applicants or their employees, agents, or representatives shall be deemed equivalent to purchase order.
2. To pay all amounts Net 30 days of invoice. All amounts unpaid by said date shall be assessed a finance charge equal to 1.5% per month. All such overdue accounts are subject to collection action, including court proceedings, by Creditor.
3. In the event that the account becomes delinquent, Applicants agree to pay all reasonable attorneys' fees and costs incurred in the collection of the account, including fees for mechanic's lien, stop notices, bond premiums, legal actions, or for any other method or remedy that Creditor may take to enforce collection. Applicants also agree to pay all bond premiums, filing fees, and recording charges that may be incurred by Creditor in connection with such collection activities. If the account is placed with a collection agency, Applicants agree to pay an additional charge equal to the cost of collection including agency and attorney's fees and court costs incurred and permitted by law.
4. Each and every sale of merchandise by the issuance of a Creditor invoice shall be a sale subject to the terms and conditions of this Credit Agreement and such policies of Creditor in effect at the time of sale.
5. Creditor shall have the sole discretion as to the amount of merchandise or material purchased on credit, and may raise or lower any such amount at any time without notice to Applicants.
6. Any waiver of any condition or requirement of this Credit Agreement shall not be considered a waiver of any other requirement, nor as a waiver of any condition or requirement as to any prior or subsequent transaction.
7. Either party may terminate this Credit Agreement at any time upon notice to the other; provided, however, that any sale made or credit extended prior to termination shall be subject to the terms of this Credit Agreement.
8. Each of the Applicants warrant that any merchandise or materials purchased, and any credit extended, are intended solely for business or commercial purposes, and not for personal, family or household purposes or uses.
9. Each of the Applicants further warrant that all information provided to Creditor including without limitation this application, financial statements, credit and references, is complete, accurate and correct. Applicants understand that Creditor will rely on such information in entering into this Credit Agreement and extending credit. Applicants further agree that Creditor may request such information, from any party, as it may from time to time require.
10. In the event that there is any conflict between the terms of this Credit Agreement and any invoice prepared in connection with a sale made under this Credit Agreement, the terms of this Credit Agreement shall control. This Credit Agreement and all matters arising out of this Credit Agreement shall be governed and construed in accordance with the laws of the State of California. In consideration for credit which may be granted by Creditor, it is specifically agreed that Applicants' default in obligation to make any payment may enable Creditor to bring all collection actions in Sacramento County, California. This instrument is a bilateral agreement formed upon acceptance by Creditor at its offices in said County.
11. If any provision of this Credit Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Credit Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect.

Initials

12. Applicants will notify Creditor immediately upon change of ownership, withdrawal or addition of partners, incorporation, or change to limited liability company/partnership. The liability of Applicants shall not be affected by the incorporation, merger, reorganization, sale of business or the disassociation or withdrawal of Applicants, or either of them.
13. Applicants represent that neither Applicant nor Co-Applicant has ceased to pay its/her/his debts in the ordinary course of business or affairs, that he/she/it can pay his/her/its debts as they become due, and that he/she/it is not insolvent as "insolvent" is defined under the Federal Bankruptcy Laws. Applicants agree that they will cease to order materials from Creditor immediately if any representation made in this Application shall become incorrect.
14. Applicants agree that in the event that any owner, partner, shareholder, member, director, or officer, of the Applicant entity named above, or any business related to Applicants, or either of them, ("Related Party"), or any of the successors or entities under common ownership with any Related Party shall obtain product from Creditor pursuant to this credit application, or if Creditor advances product to any of the foregoing parties in reliance on this credit application, Applicants agree that any such Related Parties will, with Applicants, be jointly and severally liable for payment for all product and for any breach of this Credit Agreement.
15. The Applicants executing this Credit Agreement warrant that (i) they are authorized to do so; (ii) the information contained in this Credit Agreement is a true and correct statement of the financial condition of Applicants; and (iii) a photo or facsimile copy of this Credit Agreement shall be valid as the original. Applicants waive the right to a jury trial of any or all claims or disputes which may arise from this Credit Agreement. **By their signatures above, Applicants hereby authorize Creditor to make whatever credit inquiries it deems necessary in connection with this Credit Agreement.** Bank and trade reference(s) can accept this authorization to disclose to Creditor and/or its respective designees (and any assignee or potential assignee thereof), Applicants' information normally released to a prospective creditor including: length of time account has been active, average monthly balances, how the account has been handled, and details of any lending relationship.