



# ADES & GISH NURSERIES

HOUSE PLANTS

2222 N. TWIN OAKS VALLEY RD. v SAN MARCOS v CA 92069  
 TELEPHONE (760) 410-0400 v FAX (760) 410-0433

## CREDIT APPLICATION

<b>APPLICANT:</b>			
Address:			
City:		State:	Zip Code:
Telephone:		FAX:	Date Started:
Corporation:	Partnership:	Individually Owned:	Joint Venture:
Wholesaler:	Retailer:	Interiorscaper:	Other:

AMOUNT OF CREDIT DESIRED: \$
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**OWNERS:** Please include names, home address and telephone numbers of all owners and principles. If incorporated, list names of all officers.

Name	Address	Telephone
1		
2		

## REFERENCES:

Name	Address	Telephone	FAX
1			
2			
3			
4			
5			

<b>BANK:</b>	Address
Account Number	Branch
Resale Permit Number	Telephone

## TERMS AGREEMENT:

The undersigned ("Purchaser") agrees that all purchases made by Purchaser from Ades and Gish Nurseries, Inc., or any of its subsidiaries and affiliated entities, ("Seller") are subject to the following terms and conditions.

- All amounts due for goods and services purchased from Seller are payable at the Seller's distribution facility from which the goods and services are delivered. Purchaser acknowledges that such amounts are not payable in installments, but are payable in full as stated herein.
- All amounts due Seller are payable in accordance with the payment terms granted by Seller's credit department from which the goods and services are delivered. If any amount due Seller is not paid in accordance with such payment terms, a delinquency charge shall be added to the sum due, which charge shall equal the amount obtained by multiplying the delinquent balance by the lesser of (a) one and one - half percent (1 1/2%) per month or (b) the maximum lawful rate permitted to be charge under the applicable state's law.
- Purchaser shall pay Seller a service charge in an amount equal to the greater of \$35.00, or 5% of the check balance for all checks returned by Purchaser's bank; provided, however, that such service charge shall not be due and payable in the event such payment would result in the violation of the usury laws of the applicable jurisdiction.
- In the event the account is turned over to an attorney or other agency for collection, or suit is brought on same, or the same is collected through any judicial proceeding whatsoever, Purchaser shall pay all reasonable attorney's fees and court costs incurred by Seller.
- Purchaser shall notify Seller by certified mail of any change of ownership of Purchaser. Purchaser warrants to Seller that all financial information furnished for the purpose of obtaining credit is true, correct and complete in all material respects, and Purchaser authorizes Seller all references furnished pertaining to the credit and financial responsibility of Purchaser.

Date:	"Purchaser" By:
Sales Representative of Seller:	Printed Name and Title:



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### INDIVIDUAL PERSONAL GUARANTEE

I, \_\_\_\_\_, for and in consideration of your extending credit at my request to ADES & GISH NURSERIES, INC., personally guarantee prompt payment of any obligation of the Company and each of its subsidiaries and affiliated entities ("Seller"), whether now existing or hereinafter incurred, and I further agree to bind myself to pay on demand any sum which is due by the Company to Seller whenever the Company fails to pay same. It is understood that this guaranty shall be an absolute, continuing and irrevocable guaranty for such indebtedness of the Company.

I expressly waive presentment, demand, protest, notice of protest, dishonor, diligence, notice of default of non payment, notice of acceptance of this guaranty, notice of the extending of any guaranteed indebtedness already or hereafter contracted for and by the Company, notice of any modification or renewal of any credit agreement evidencing the indebtedness hereby guaranteed, notice of any renewal or extension of such indebtedness, and I expressly consent to any modification or renewal of any credit agreement evidencing the indebtedness hereby guaranteed and to all renewals or extensions of such indebtedness. I further waive any right to require Seller to proceed against, or make any effort at collection of the guaranteed indebtedness from, the Company or any other party liable for such indebtedness.

If the guaranteed indebtedness is not paid by me when due, and this guaranty is placed in the hands of any attorney for collection, or suit is brought hereon, on it is enforced through any judicial proceeding whatsoever, I shall pay all reasonable attorney's fees and court costs incurred by Seller.

In the event more than one party executes this Guaranty as a guarantor, then each guarantor agrees to be jointly and severally liable for the guaranteed indebtedness, and, in all instances herein, the singular shall be construed to include the plural..

†		†
_____		_____
Guarantor		Guarantor
Date: _____		Date: _____
Address: _____		Address: _____
Driver's License: _____		Driver's License: _____

### AUTHORIZATION TO RELEASE INFORMATION

I hereby authorize our references and bank(s) to release any information necessary to assist in establishing a line of credit.

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_



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