

# CLAVEY'S NURSERY INC

Nursery: 815/943-7778  
FAX: 815/943-7785

6223 ALDEN ROAD • HARVARD, IL 60033

\* THIS APPLICATION WILL NOT BE PROCESSED UNLESS FULLY COMPLETED

## CREDIT APPLICATION AND AGREEMENT

DATED: \_\_\_\_\_

TAKEN BY: \_\_\_\_\_

1. NAME OF COMPANY OR INDIVIDUAL: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

a. If Sole Proprietorship: ( ) Check Box

Proprietor's Name: \_\_\_\_\_

Home Address: \_\_\_\_\_ Home Phone: \_\_\_\_\_

b. If Partnership: ( ) Check Box

Partner's Names	Home Address	Home Phones
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_____	_____	_____
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_____	_____	_____
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_____	_____	_____
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(If additional partners, use attachment)

c. If Corporation: ( ) Check Box and Sign Personal Guarantee on Reverse Side

Corporate Name: \_\_\_\_\_

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

State Incorporated: \_\_\_\_\_ Date Incorporated: \_\_\_\_\_

Type of Business: \_\_\_\_\_

(Retail, Wholesale, Landscape, Etc.)

Name and Addresses of Officer:

President: \_\_\_\_\_

Vice-President: \_\_\_\_\_

Treasurer: \_\_\_\_\_

Secretary: \_\_\_\_\_

2. BANK REFERENCES:

Name and Branch: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Bank Contact: \_\_\_\_\_

Checking Account #: \_\_\_\_\_ Savings Account #: \_\_\_\_\_ Loan #: \_\_\_\_\_

3. NURSERY REFERENCES: (Four needed to process application, must be completely filled out.)

Name	Address	Phone and/or FAX #
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1. _____	_____	_____
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2. _____	_____	_____
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3. _____	_____	_____
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4. _____	_____	_____
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The approval of this credit application shall constitute the undersigned's agreement to all the terms and conditions set forth on the reverse side hereof.

T E R M S

- A. GENERAL TERMS. Net 30 days. Shipments shall be F.O.B., Clavey's Nursery, Inc., Harvard, IL
- B. SERVICE CHARGE. Accounts in arrears over 30 days from billing date shall be deemed past due and will be assessed a service charge of two percent (2.0%) per month on all past due amounts.
- C. NOTICE OF DEFECTS. All shipments shall be deemed satisfactory upon receipt unless Clavey's receives written notice of defects within 10 days of receipt. Clavey's does not express or imply any warranty as to the survival or productivity of nursery stock. Transplanting shall be at buyer's risk.
- D. ATTORNEY'S FEES AND COST. Buyer agrees that in any suit against it or its guarantor to collect any sums due Clavey's including service charges. Buyer shall also be liable for the costs of such suit and a reasonable sum for attorney's fees in or about the entry of such judgment.
- E. JURISDICTION. Buyers agrees that any lawsuit brought to collect any sums due Clavey's shall be properly instituted in the Circuit Courts of McHenry County, Woodstock, IL.
- F. CASUALTY LOSSES. All orders for nursery stock are subject to crop conditions and Clavey's shall not be responsible for any losses or inability to ship due to acts of God, error in count or other causes beyond our control.
- G. PERSONAL GUARANTEE. If Buyer is a corporation and is granted credit by Clavey's, then the Buyer's president, chief executive officer, or other authorized legal representative (Guarantor) does hereby guarantee the prompt satisfaction when due, whether by acceleration or otherwise, of all debts of the Buyer to Clavey's. The Guarantor waives notice of presentment, demand, protest, notice of non-payment and protest to any instrument evidencing such debt. The liability of Guarantor hereunder is absolute and unconditional and shall not be affected by reason of any action taken or not taken by Clavey's. All of Clavey's rights and remedies shall be cumulative and shall not be affected by any prior waiver of a right of Clavey's.

\_\_\_\_\_  
Signature of Guarantor

- H. SALES TAX. Sales tax will be charged unless an exempt certificate is on file in Clavey's office.

I HAVE READ AND UNDERSTAND THE TERMS OF CREDIT AND HAVE PROVIDED TRUE AND CORRECT INFORMATION HEREIN. I AUTHORIZE THE CREDIT REFERENCES NOTED ABOVE TO RELEASE TO CLAVEY'S NURSERY, INC., ALL RELEVANT INFORMATION TO ENABLE CLAVEY'S NURSERY, INC., TO DETERMINE MY CREDIT WORTHINESS.

\_\_\_\_\_  
Applicant's Name (Please Print)

\_\_\_\_\_  
Name and Title (Please Print)

Please mail completed application to our office.  
Faxed copies will no longer be accepted.  
Thank You.

By: \_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Signature as Individual

\_\_\_\_\_  
FOR OFFICE USE ONLY:

DATE RECEIVED: \_\_\_\_\_

BY WHOM: \_\_\_\_\_

DATE APPROVED: \_\_\_\_\_

ACCOUNT NO. \_\_\_\_\_