



90 Harold Miles Park Road
 Post Office Box 11830 • Alexandria, Louisiana 71315
 Telephone: (318) 427-6237 • Facsimile: (318) 427-6993

CLIENT CREDIT APPLICATION

This *Client Credit Application* is to be completed for the purpose of obtaining merchandise on account with Clear Zone Nursery, L.L.C. The following information is submitted for consideration, intending that Clear Zone should rely upon it as being correct. Please be sure to complete all available blanks.

Section I – Applicant Information

Company name: _____ **Main Contact:** _____
Physical Address: _____ **Billing address:** _____
City: _____ **State:** _____ **Zip:** _____ **City:** _____ **State:** _____ **Zip:** _____
TAX ID#: _____ **E-Mail address:** _____
Telephone: (Area Code) _____ **Facsimile:** (Area Code) _____

1. Identify type of Business (Retail nursery, Landscape contractor, etc.): _____
2. Type of License: _____ License number: _____
3. How long have you been established under the above business name? _____
4. In the past five (5) years, have you operated under any other names? Yes No
 If yes, please list the name(s) under which you operated and the location(s):
 Name: _____ Location: _____

5. How long have you been at your present physical location? _____
6. Did you purchase your location? Yes No If purchased, who holds the mortgage? _____
7. If the answer to No. 5, above, is no, then do you lease the location? Yes No Landlord: _____
8. Have you/this company ever filed bankruptcy? Yes No If yes, explain: _____
9. Is your business a: Corporation Partnership L.L.C.
 Sole Proprietorship Other: _____
10. If incorporated or an L.L.C., identify which state in which you are domiciled, corporate ID # and your parent company, if any. **State:** _____ **ID#:** _____ **Parent Co.:** _____
11. Is a Purchase Order # required on your orders? Yes No

Section II -- Principal owners/officers of Company:

Name: _____	Name: _____
Mailing Address: _____	Mailing Address: _____
City: _____ State: _____ Zip: _____	City: _____ State: _____ Zip: _____
Telephone: (____) ____-____ Fax: (____) ____-____	Telephone: (____) ____-____ Fax: (____) ____-____
E-Mail address: _____	E-Mail address: _____

** Attach another sheet if you need more room**

Section III – Credit/Trade References (Your Current Three (3) Main Sources of Supply):

Name: _____	Name: _____	Name: _____
Address: _____	Address: _____	Address: _____
City: _____ State: _____	City: _____ State: _____	City: _____ State: _____ Zip: _____
Zip: _____	Zip: _____	_____
Phone: (____) ____-____	Phone: (____) ____-____	Phone: (____) ____-____
Fax: (____) ____-____	Fax: (____) ____-____	Fax: (____) ____-____
E-Mail: _____	E-Mail: _____	E-Mail: _____

Section IV -- Bank References:

Name of Bank: _____	Name of Bank: _____
Mailing Address: _____	Mailing Address: _____
City: _____ State: _____ Zip: _____	City: _____ State: _____ Zip: _____
Telephone: (____) ____-____ Fax: (____) ____-____	Telephone: (____) ____-____ Fax: (____) ____-____
Contact Name: _____	Contact Name: _____
Account No.: _____	Account No.: _____

** FOR CREDIT LINES GREATER THAN \$7,500.00, CURRENT FINANCIAL STATEMENTS ARE REQUIRED**

Section V – Applicant Authorization and Acceptance of Terms and Conditions:

The undersigned acknowledges that all information herein is for the purpose of obtaining credit and such information will be handled in confidence. The undersigned has read and agrees to **Terms and Conditions of this contract as set forth herein below**. In the absence of an original copy of this application, a faxed copy will be considered as the original for purposes of this agreement. The undersigned authorizes the release of all information needed to verify the contents of this application or to otherwise process this application, including but not limited to contacting third parties concerning the credit worthiness of the applicant. The applicant further agrees to hold Clear Zone Nursery, L.L.C. harmless for any and all information herein solicited. The laws of the state of Louisiana shall be applicable to any suit arising from this agreement. In the event of litigation, venue shall be in Rapides Parish, Louisiana. Any changes in Applicant’s ownership or organization are deemed material and require Applicant to notify Clear Zone Nursery, L.L.C. immediately. A new *Client Credit Application* may be required.

I, the undersigned, do hereby certify this document to be true and agree to the above “*Applicant Authorization and Acceptance of Terms and Conditions*” and all “*Terms and Conditions*” listed herein below.

By: _____ Date: _____
Printed name: _____
Title: _____

Section VI -- PERSONAL GUARANTEE (Required for all New Credit Applications)

In consideration of the extension of credit to the Applicant company, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned does personally and unconditionally guarantee all debts and charges (including interest and reasonable attorney fees) incurred by the Applicant company on this account. In that regard, the undersigned hereby waives notice, demand, extensions, indulgences, settlements or release of any party hereto or any other rights the undersigned may have as surety. Any extension, modification or compromise by Clear Zone Nursery, L.L.C. of the debt owed by Applicant Company shall not terminate or impair this obligation. Undersigned consents to the jurisdiction and venue of Rapides Parish, Louisiana, in the event of any litigation between the parties.

By: _____ Date: _____
Printed name: _____
Title: _____
Personal SSN: _____ Driver’s License #: _____
Address: _____

WITNESS: _____ WITNESS: _____
Printed name: _____ Printed name: _____

TERMS AND CONDITIONS:

Minimum Order Required: The minimum quantity of plants to be ordered is dependent on container size and are as follows:
1 gallon – 25 • 3 gallon – 10 • 7 gallon – 5

Payment: Clear Zone accepts payment by cash, check, money order or credit cards. If order is made on credit, the net is 30 days, after which a 1.5% per month finance fee will be charged. Customer agrees to pay all collection expenses, including attorneys’ fees of 25%, should collection be necessary. Applicant consents to the venue and jurisdiction of the courts of Rapides Parish, Louisiana. Clear Zone may decline orders from customers with past due accounts and reserves the right to cancel credit at any time.

Clear Rewards Program: Please contact your Clear Zone Sales Representative for discount information.

Guarantee/Claims: Clear Zone gives no warranty, expressed or implied, as to the variety and productivity of the plant material we sell. All liability ceases after plants are loaded for delivery. We shall be glad to rectify any mistake made by us, but in no case will our liability be more than the purchase price. All claims must be received by Clear Zone within 48 hours of delivery. Therefore, it is suggested that all deliveries be examined and any deficiency reported on the delivery receipt or via facsimile at (318) 427-6993.

Terms of Sale/Delivery: All orders are accepted subject to the availability of the stock at the time of shipment. All out of state shipments are made by contract carriers unless otherwise requested. Please call us for the latest rates. Goods are shipped F.O.B. Alexandria, LA. Any claim that occurs in route should be made against the carrier. No liability is assumed by seller for delay or failure to deliver which is caused by drought, flood, strikes, embargoes, or any other condition beyond Clear Zone’s control.

Re-stocking Charge: Orders cancelled within the six weeks lead time are subject to a re-stocking charge of 25%, based on the original confirmation amount. The fees will be billed and are due immediately after cancellation.