

FARM LIFE TROPICAL FOLIAGE
P.O. BOX 924109
HOMESTEAD, FL 33092-4109
Phone: (305) 245-7700 * 800-533-7297 * Fax (305) 245-4272

*** A MEMBER OF SLOPAY, LLC ***

CREDIT APPLICATION AND AGREEMENT

CUSTOMER

Name of Business: _____

Billing Address: _____ **City, State, Zip:** _____

Shipping Address: _____ **City, State, Zip:** _____

Telephone Number: _____ **Fax Number:** _____

E-Mail: _____ **Website:** _____

Type of Business: _____ **Years in Business:** _____

Estimated Net Worth: _____

Amount of Credit Requested: _____

OWNERSHIP (check one)

___ **Proprietorship** ___ **Partnership** ___ **Corporation**

Name & Title of Proprietor or Principal Officer: _____

Name of Person to authorize payments: _____

REFERENCES

**BANK NAME , ADDRESS
AND PHONE NUMBER:**

1. _____ **Phone #** _____ **Acct.#** _____

Address: _____

2. _____ **Phone #** _____ **Acct.#** _____

Address: _____

TRADE NAME, ADDRESS:

PHONE & FAX NUMBER:

1.

2.

3.

4.

1. Upon approval of this Credit Application, *FARM LIFE TROPICAL FOLIAGE*, hereinafter referred to as “Creditor.” Agrees initially to extend credit to Customer of the approved credit line.

2. Customer hereby authorizes Creditor to investigate Customer’s credit record and to report Customer’s performance under this transaction, or any other agreement between Creditor and Customer, to credit agencies, specifically including, but not limited to SLOPAY, LLC, a Foliage Credit Collection Agency.

3. If any charge or payment is not paid by Customer within fifteen (15) days after its due date, Customer agrees to pay a service charge on the amount owing, equal to one and one-half percent per month (18% annual rate) or the highest rate allowed under applicable law, whichever is lower.

4. If any claims arise with respect to defects in quantity or quality, or as to any other matter. Creditor shall not be liable, if at all, unless Customer shall make a written claim to Creditor within seventy-two (72) hours after receipt of any shipment involved in such claim. Any failure to present any such claim within that time will be considered a waiver of the claim. Any claims made by telephone shall be confirmed immediately in writing to Creditor.

5. **All shipments are F.O.B. point of shipment. The Customer agrees to resolve all claims arising from shipment directly with the carrier.**

6. **Customer acknowledges that in the event of non-payment, its account will be assigned for collection to Florida Growers Credit Association, Plantation, Florida, or any other Assignee of Creditor. Customer waives any claim of jurisdiction or venue in the county or state of Customer's residence or place of business, and agrees that, should suit be instituted, personal jurisdiction as well as venue, shall properly be the choice of Creditor or his assigns.**

7. **In the event that SLOPAY, LLC, or any other Assignee of Creditor institutes legal proceedings to collect any amount due and owing, then Customer will be responsible for any costs incurred in collection such amount, including, but not limited to reasonable attorney's fees and court costs incurred at both the trial and appellate levels.**

8. **If any provision hereof is deemed invalid or unenforceable to any extent, the remainder of the terms hereof will not be affected thereby and will be enforced to the greatest extent permitted by law.**

9. **CREDITOR SHALL NOT BE LIABLE FOR PROSPECTIVE PROFITS OR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES; IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY SHALL BE REPAIR OR REPLACEMENT OF NONCONFORMING GOODS.**

10. **Not filling of this Personal Guaranty, will affect our ability to extend credit or the amount of credit we are able to extend.**

Dated: _____

Company Name: _____

Printed Name & Title: _____

Signature

Federal Identification Number

PERSONAL GUARANTY

WHEREAS, _____ (name of "Customer") is or may become indebted to ***FARM LIFE TROPICAL FOLIAGE***;

NOW THEREFORE, for valuable consideration, the receipt and adequacy of which are hereby acknowledged the undersigned Guarantor hereby absolutely and unconditionally guarantees to Creditor the prompt payment at maturity and all times thereafter of the debt.

Guarantor represents that he, she or it is the owner of a direct or indirect interest in Customer and that Guarantor will receive a direct and material benefit from the proceeds of any debt.

In the event of default in payment of the debt or any part thereof when such indebtedness becomes due, either by its terms or as the result of the exercise of any power to accelerate, Guarantor shall, on demand and without further notice of dishonor, without any notice having been given to Guarantor previous to such demand of the creating or incurring of such indebtedness, pay the amount due thereon to Creditor and it shall not be necessary for Creditor, in order to enforce such payment by Guarantor, first to institute suit or exhaust its remedies against Customer or others liable on such indebtedness.

This guaranty is executed and delivered as an incident to a credit transaction wherein, in the event of non-payment, the Customer's account will be assigned for collection to SLOPAY, LLC, Plantation, Florida, or any other Assignee of Creditor, and shall be construed according to the laws of the State of Florida. Guarantor acknowledges that should suit be instituted, jurisdiction of the person and subject matter, as well as venue, shall properly be in the choice of the Creditor or his assigns. This is not a contract of suretyship.

EXECUTED this _____ day of _____, 20_____.

Home Address:

Guarantor's Name (please print)

Street

Signature

City/State/Zip Code

Social Security Number

TERMS & CONDITIONS

(Effective January 1, 2011)

PRICE: All prices are F.O.B. our nursery in Homestead, Florida and are subject to change without notice. This price list supercedes all previous quotations and lists. Prices do not include sleeves or boxes. See packing charges.

TERMS: For customers with established credit, the terms are Net 30 days from date of invoice. 1½% interest per month will be charged on unpaid balances over 30 days. Prior to shipping, cash, cashier's check, money order or bank wire-transfer must be received for unestablished accounts. Wire fees are the buyer's responsibility. Wire transfer information:

Community Bank of Florida
28801 SW 157th Avenue, Homestead, FL 33033
(305) 245-2211
Account No. 2044200 07
ABA No. 067008993
Robert L. Epling, President

TAGGING: Farm Life assumes that when a plant is tagged it is to be considered a definite sale. Plants tagged that are not ready for immediate shipment will require a 30% deposit within 10 days of tagging. Plants held after the 30 days will be charged an additional 10% per month. Any tagged plant that grows into the next higher priced category will be billed at the higher rate, or another plant that meets the lower specifications may be substituted at the time of shipping. Plants tagged that are ready for shipment must be shipped within 15 days after deemed ready for sale or a 50% non-refundable deposit will be required. Plants not shipped within 45 days will require full payment to ensure holding. If payment in full on any tagged plant is not received at the end of 60 days, all monies on deposit will be forfeited, and the plant will be untagged and returned to general inventory.

DISCOUNT POLICY: If you qualify for a discount with Farm Life Tropical Foliage, **the discount may be taken only when the invoice is paid within 30 days**, otherwise List Price is due.

PHOTOGRAPHS: Farm Life will be happy to take digital photos for our customers. The photographs will be sent by Email.

CANCELLATION: Orders prepared for shipment and cancelled or not picked up will be charged a 10% restocking charge.

CLAIMS: Shipments become the property of the purchaser when the carrier accepts and signs the Bill of Lading. Accuracy of the plant count is the responsibility of the carrier while the truck is being loaded. Items missing from the shipment, yet indicated on the signed Bill of Lading are the responsibility of the carrier. Claims relative to missing plants or damages must be made with the carrier. All claims must be made within 24 hours of shipment. Photos of the damage are required to show the nature and extent of the problem. All plant materials remain property of Farm Life Tropical Foliage until the account is paid in full.

WARRANTY: Farm Life warrants to extent of purchase price that all nursery stock is true to name and described within the recognized tolerances. We give no other or further warranty, expressed or implied, and will under no circumstances be liable for more than the invoice value at the time of purchase.

Farm Life Tropical Foliage
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