



CONFIDENTIAL CREDIT APPLICATION AND PERSONAL GUARANTY

Please PRINT answers to all questions. An officer(s) of the company will need to sign this form at the bottom to process it, and return it to us.

FULL COMPANY NAME _____
(Also list trade name or DBA or parent company name if different from above.)

BILLING ADDRESS _____ SHIPPING ADDRESS (If Different) _____

CITY _____ STATE _____ ZIP CODE _____

TELEPHONE (_____) _____ FAX (_____) _____ E-Mail _____

PERSON TO CONTACT REGARDING INVOICES _____ TELEPHONE (_____) _____

CORPORATION _____ PARTNERSHIP _____ SOLE PROPRIETORSHIP _____ LIMITED LIABILITY CO. _____ STATE OF ORIGIN _____

DATE BUSINESS WAS ESTABLISHED _____ CREDIT AMOUNT NEEDED _____

NAME OF ANY PRINCIPAL-OWNED PREDECESSOR BUSINESS _____

TAXABLE _____ NON-TAXABLE _____ TAX EXEMPT NUMBER (Attach copy of form) _____

INFORMATION ON PRINCIPALS

For Proprietorship or Partnership: list all owners and/or partners. For Corporation or Limited Liability: list PRIMARY officers, directors, or owners.

NAME	RESIDENCE ADDRESS	TELEPHONE	POSITION (TITLE)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

CREDIT REFERENCES

PRIMARY BANK NAME _____ TELEPHONE(_____) _____

ADDRESS _____ FAX(_____) _____

CITY _____ STATE _____ ZIP CODE _____ ACCOUNT # _____

OTHER BANK NAME _____ TELEPHONE(_____) _____

ADDRESS _____ FAX(_____) _____

CITY _____ STATE _____ ZIP CODE _____ ACCOUNT # _____

TURN OVER TO COMPLETE THIS CREDIT APPLICATION. THANK YOU!

TRADE REFERENCES (THREE REQUIRED)

SUPPLIER NAME _____ TELEPHONE(_____) _____
ADDRESS _____ FAX(_____) _____
CITY _____ STATE _____ ZIP CODE _____ ACCOUNT # _____

SUPPLIER NAME _____ TELEPHONE(_____) _____
ADDRESS _____ FAX(_____) _____
CITY _____ STATE _____ ZIP CODE _____ ACCOUNT # _____

SUPPLIER NAME _____ TELEPHONE(_____) _____
ADDRESS _____ FAX(_____) _____
CITY _____ STATE _____ ZIP CODE _____ ACCOUNT # _____

PERSONAL GUARANTY TERMS AND CONDITIONS

It is agreed by the undersigned that: (1) all invoices for goods sold will be due 30 days from date of invoice. In the event that the account becomes delinquent, all invoices become immediately due and payable. Customer further agrees that Seller has the right to determine, in its sole discretion, how to apply payments and which invoices to pay with all payments received on this account. Sellers' credit terms are subject to change on an annual basis and are published in our sales catalog, (2) I understand that the determination of the credit status of any unsatisfactory or returned merchandise shall be of an amount mutually agreed upon between Seller and Buyer, (3) any sums not paid within terms of sale are subject to a service charge of one percent (1%) per month (12% per year) as of this writing, subject to change as per our most recent annual catalog, and (4) acceptance of goods constitutes an agreement to pay reasonable collection charges that Fairview Evergreen Nurseries may incur in collection of any sums past due as a result of open account credit extended. The undersigned certifies that this open account is made on the behalf of applicant shown above for the purpose of securing open account terms of credit from Fairview Evergreen Nurseries, and that the above references represent the major creditors of applicant. **The undersigned, individually and as officers of the above named corporation, do hereby individually bind ourselves and the corporation to the terms of this contract; and this joint and several liability shall be binding and enforceable upon each and all of us.** The incorporation, merger, reorganization or sale of the Customer's business shall not operate as a termination of the Guaranty, and the guaranty shall continue as to credit extended such other entity. This personal guaranty shall be binding upon Guarantor, the Guarantor's heirs, successors, assigns, and representatives and survivors, and shall ensure to the benefit of Fairview Evergreen Nurseries. This guaranty shall be and continue effective notwithstanding any legal disability of the debtor to incur the indebtedness or obligation in whole or in part for any debt now existing or which may hereafter exist, from debtor to Fairview Evergreen Nurseries, Inc. The forum for any litigation pursuant to this agreement or any other contract between Fairview Evergreen Nurseries and Customer, whether suit is brought by Seller or Customer, shall be the county of Erie, Pennsylvania, or any court Fairview Evergreen may choose.

Please answer the following questions:

Have any of the companies or individuals listed above ever been a debtor in a bankruptcy proceeding, OR has any judgment ever been entered against any of the companies or individuals listed above, OR are there any legal actions or arbitrations pending against any of the companies or individuals listed above? YES _____ NO _____ If the answer is 'yes', please explain on a separate sheet.

SIGNATURES OF ALL PRINCIPALS (GUARANTORS)

PRINTED NAME	SIGNATURE	DATE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

THANK YOU FOR YOUR INTEREST IN FAIRVIEW EVERGREEN NURSERIES!

WE WELCOME YOU AS A NEW CUSTOMER AND WE APPRECIATE YOUR BUSINESS!