JB Instant Lawn, Inc
5289 BLUEGRASS LANE NE
SIVLERTON OR 97381-9668

(503) 581-7823
FAX (503) 362-4739
www.jbinstantlawn.net

CREDIT APPLICATION

For the purpose of establishing commercial credit with JB Instant Lawn, Inc. ("JB"), the undersigned applicant(s) make the following application relating to their business and agree to be bound by the terms and conditions herein.

Company Name _____

Mailing Address _____ City _____ State _____ Zip _____

Street Address (if different) _____

Phone _____ Fax _____ Mobile _____ Email Address _____

30-day Credit need will be approximately $_____ Purchasing from JB since/under what names? _____

Applicant is: _____Corporation _____LLC _____Partnership _____Sole Proprietorship Years in Business _____

Has Company and/or Principals ever filed for Bankruptcy? _____(explain on reverse) Past due debts/judgments? _____

Current Contractor's License Number(s) _____ State _____ Bond Amount $_____

Company Federal ID Number _____

List of Principals/Owners of the Company:

Name	Social Security Number	Home Address	Phone

The Company has its banking relationship at _____ Phone Number _____

The Company has open trade credit accounts with the following:

Name	Contact	Address	Phone

TERMS AND CONDITIONS

In recognition that the business and personal credit history of applicant(s) may be an important factor in evaluation of this Credit Application, JB is authorized to contact and obtain reports and information from all references, banks, and/or agencies, and to conduct any credit inquiries it deems necessary. The undersigned certifies that the information contained herein is: (1) being provided for the purposes of obtaining credit to be used solely or primarily for business and/or commercial purposes; and (2) complete, true and correct. Unless JB agrees otherwise in writing, any and all changes in the structure of the applicant's business entity shall not affect any obligation of applicant or, if applicable, any Guarantor, under this agreement.

Acceptance of this application shall not bind or otherwise require JB to extend credit to applicant. In the event that credit is extended to applicant, payment is due in full within 30 days after the date of a given Statement. The Statement will total all business activity for a given billing period. Provided no amount owing JB is past due, a discount of 2% may be taken on Invoices paid by the fifteenth (15th) of the month. Past due accounts will be assessed a service charge of 1_ % per month (18% APR) compounded. Amounts are paid when they are received in the offices of JB, and not when they are deposited in the mail. If any amount owing to JB is not paid when due, JB may at its option place the account on a cash basis, require an irrevocable letter of credit in such form as specified by JB, terminate any unfilled orders, or discontinue any deliveries until all past-due amounts are paid and adequate assurance of applicant's financial capacity is obtained. Failure of JB to take such action in one instance does not preclude said action in future instances. In no event shall JB be required to extend credit to applicant on any particular order.

In the event of default, applicant agrees to pay any collection costs, including lien fees, reasonable attorney fees and costs, including those on any appeal, even if no legal proceeding is instituted. Jurisdiction and venue for any action will, at the option of JB, be in the courts of the State of Oregon, County of Marion.

Signature _____ (date)

Printed Name _____

Title _____

Signature _____ (date)

Printed Name _____

Title _____

Application complete when all three (3) pages are signed and faxed to (503)362-4739.

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PERSONAL GUARANTY

To induce JB to extend credit to the above-named applicant, the undersigned Guarantor(s) jointly, severally, and unconditionally guaranty prompt and full payment, when due, of every financial obligation owed by applicant to JB, including but not limited to invoice amounts, past-due service charges, attorney fees and costs, including those on any appeal, and any other indebtedness which may at any time be owing to JB by the applicant, or any of its successors or assigns. Jurisdiction and venue for any action will, at the option of JB, be in the courts of the State of Oregon, County of Marion.

This guaranty is a continuing one and shall terminate only upon the satisfaction of each and every obligation of applicant to JB. The undersigned Guarantor(s) agree that it shall not be necessary for JB to institute suit or exhaust its legal remedies against applicant in order to enforce this guaranty and that this guaranty may be immediately enforced by JB in the event of any default by applicant. Any bankruptcy of applicant shall not relieve Guarantor(s) of the obligations under this guaranty and this guaranty shall be jointly and severally binding upon the undersigned Guarantor(s) and their heirs, personal representative and assigns.

The undersigned Guarantor(s) certify and acknowledge that this guaranty is being provided for the purposes of obtaining credit primarily or solely for business or commercial use of the applicant. In recognition that the personal credit history of the undersigned Guarantor(s) may be an important factor in evaluation of this applicant for commercial credit or the continued extension of credit to applicant, the undersigned Guarantor(s) authorize and consent to JB obtaining any report on Guarantor(s)' personal credit history, or to conduct any credit inquiries from time to time, as it deems necessary.

GUARANTOR:

Signature _____

Date _____ Social Security No. _____

GUARANTOR:

Signature _____

Date _____ Social Security No. _____

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Nursery
Terms and Conditions to the Trade

Pricing: Prices offered by JB are for the wholesale trade only and cancel all previous prices offered. Prices are based on present market conditions and subject to change without notice. All prices are F.O.B. from JB's Silverton Oregon Nursery.

Terms: Payment is due in full (subject to credit approval) within 30 days after the date of a given billing period. Provided no amount owing JB is past due, a discount of 2% may be taken on invoices paid by the (15th) of the month. Past due accounts will be assessed a service charge of 1 _% per month (18% APR) compounded. Amounts are paid when they are received in the offices of JB, and not when they are deposited in the mail. If any amount owing to JB is not paid when due, JB may at it's option place the account on a cash basis, or terminate any unfilled orders, or discontinue any deliveries until all past-due amounts are paid and adequate assurance of applicants financial capacity is obtained. Failure of JB to take such action in one instance does not preclude said action in future instance.

Claims: All claims to JB must be made promptly, in writing (within 5 days) on receipt of shipment and all unsatisfactory or rejected goods held for your advice or disposition.

Guarantee: We guarantee all nursery stock to be in good condition, to size, and of type ordered at time of shipment. We do not guarantee plants after accepted in good condition and will at no time be responsible for more than the purchase price. We give no warranty, expressed or implied, as to life, description, quality, productiveness, or any other matter of any nursery stock, seed or plants that we sell. It is mutually agreed that our total liability for any error, should any prove untrue to name as labeled, shall be limited upon satisfactory proof, to our replacing free or refunding the purchase price thereof. We accept all orders subject to crop conditions, errors in counts and with the understanding that the same shall be void should injury befall the stock because of hail, fire, frost or other cause beyond our control. We reserve the right to ship one grade size substitute.

Shipping: We load all of our nursery stock with the greatest of care and our responsibility ends when the stock is delivered to a common carrier. We are not liable for delays in transit. All loads are thoroughly inspected by JB for quality and counts.

Deliveries: All deliveries are COD unless otherwise previously arranged before shipment by customer and JB Nursery. JB assumes no responsibility for damages occurred during shipment by any other carriers other than JB Express. All other shipments will be by common carrier or by those arranged by the customer. When damage is apparent, make a claim to your delivering carrier.

Holding of Materials: Particular projects may require JB to store materials for extended periods of time. JB will hold materials for 30 days or more but may enforce an additional storage and handling fee. A non-refundable deposit of 25% of the overall purchase price may be imposed.

Summer Digging: Plant material requested during the summer months that must be dug has no guarantee as to its survivability. A deposit may be imposed prior to digging to secure the products.

Preliminary lien Notice and material release: We will request all information as to developer (owner), general contractor and lender on all job sites where we deliver on credit and issue a material release upon payment of account.

Re-stocking: There is a 25% re-stocking charge for all returned merchandise. All returns must be brought back in good condition, are subject to approval by management.

Signatures:

_____ _____

Purchaser: **J B Instant Lawn Inc.**

Must have signed copy of this agreement return to JB prior to shipment of nursery stock.

Application complete when all three (3) pages are signed and faxed to (503)362-4739.