



JB Instant Lawn, Inc.

5289 BLUEGRASS LANE NE
SILVERTON, OR 97381-9668

(503) 581-7823
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 _____ Mobile _____ Email Address _____

Accounts Payable Contact Name _____ Accounts Payable Phone _____

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 _____ WA UBI#: _____

List of Principals/Owners of the Company:

Name _____ 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 cash, check, or money order on or before the fifteenth (15th) of the month. Past due accounts will be assessed a service charge of 1.5% 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 or State of Washington, County of King. **Oral agreements or oral commitments to loan money, extend credit, or to forbear from enforcing repayment of a debt are not enforceable under Washington law.** The increase/decrease/discontinuance of credit is within JB's sole discretion. Credit terms subject to change upon 30 days written notice. JB reserves the right to require, from time to time, updated credit agreements.

Signature: _____
(date)

Signature: _____
(date)

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Email: _____

Email: _____



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PERSONAL GUARANTY

To induce JB to extend credit to the above-named applicant and for other good and valuable consideration, the receipt of which is hereby acknowledge, the undersigned Guarantor(s) jointly, severally, and unconditionally guarantee 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 or the State of Washington, County of King.

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.

Each Guarantor specifically warrants that he or she has been individually and personally benefitted by the extension of credit to the Applicant and signs this Guaranty as a guarantor and not a surety. Termination of each Guarantor's obligation hereunder must be in writing and delivered to JB at its Silverton, OR address by Certified or Registered Mail, Return Receipt and shall become effective only upon actual receipt and shall apply prospectively only from the date of actual receipt.

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.

This guarantee is given by each Guarantor hereto expressly for the purpose of obtaining the extension of credit for Applicant, and each Guarantor hereto acknowledges such guarantee has been relied upon by JB in the extension of credit to the Applicant.

THE FOLLOWING MUST BE COMPLETED IN ITS ENTIRETY:

GUARANTOR:

Signature: _____

Print Name: _____

Date: _____ Social Security No. _____

Home Address: _____

Witness: _____

Print Name: _____

GUARANTOR:

Signature: _____

Print Name: _____

Date: _____ Social Security No. _____

Home Address: _____

Witness: _____

Print Name: _____



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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 Redmond Washington nursery yard.

Claims: Any claims related to any goods must be in writing and delivered to JB within five (5) days of receipt of the goods, otherwise such claims are expressly waived. In the event of any claim, Applicant shall retain all unsatisfactory or rejected goods to allow JB the reasonable opportunity to inspect the same.

Guarantee: JB guarantees all nursery stock to be in good condition and to be of the size and type ordered at time of shipment. JB does not guarantee plants after acceptance and will, at no time, be responsible for more than the purchase price, nor will it be responsible for any consequential damages. JB gives no warranty, expressed or implied, as to life, duration, description, quality, productiveness, or any other matter of any nursery stock, seed or plants that it sells. JB's total liability for any error in stock identification, should any prove untrue to name as labeled, shall, upon satisfactory proof, be limited to replacement or refund of the purchase price. All orders are subject to crop conditions, errors in counts, and with the understanding that any and all orders 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: JB loads all of its nursery stock with the greatest of care, and its responsibility ends when the stock is delivered to a common carrier. JB shall not be 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, in writing, before shipment by customer and JB Instant Lawn. All other shipments will be by common carrier or by those arranged by the customer. JB assumes no responsibility for damages occurred during shipment by outside carriers. All claims must be made 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 charge an additional storage and handling fee. A non-refundable deposit of 25% of the overall purchase price may be imposed at the time of purchase.

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

Preliminary lien Notice: JB may request, and Customer shall provide, all information as to developer (owner), general contractor and lender on all job sites for stock delivered or picked up at the JB farm for goods purchased on credit account.

Re-stocking: A 25% re-stocking fee applies to all returned merchandise. All returns must be brought back in good condition and are subject to approval by management.

Signatures:

Purchaser

JB Instant Lawn, Inc.

A fully completed and signed copy of this agreement must be returned to JB prior to shipment of nursery stock.