

PIONEER LANDSCAPE CENTERS CREDIT APPLICATION & AGREEMENT



COMPANY NAME: _____ CONTACT PERSON: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PHONE: _____ FAX: _____ EMAIL: _____

YEAR BUSINESS ESTABLISHED: _____ P.O. REQUIRED: YES NO

FEDERAL TAX ID # / SSN #: _____ RESALE LICENSE #: _____

TYPE OF BUSINESS: CORPORATION PARTNERSHIP LLC SOLE PROPRIETORSHIP

OFFICERS / OWNERS

NAME	TITLE / % of OWNERSHIP	ADDRESS	PHONE #

STATEMENTS / INVOICES DELIVERY PREFERENCE: EMAIL: MAIL:

EMAIL ADDRESS: _____

BANK REFERENCES

BANK NAME: _____ CONTACT PERSON: _____

PHONE: _____ FAX: _____

TRADE REFERENCES

COMPANY NAME: _____ ACCOUNTING CONTACT PERSON: _____

ADDRESS: _____

PHONE: _____ FAX: _____ EMAIL: _____

COMPANY NAME: _____ ACCOUNTING CONTACT PERSON: _____

ADDRESS: _____

PHONE: _____ FAX: _____ EMAIL: _____

COMPANY NAME: _____ ACCOUNTING CONTACT PERSON: _____

ADDRESS: _____

PHONE: _____ FAX: _____ EMAIL: _____

PERSONAL GUARANTEE

I, _____, residing at _____, for and in consideration for your extending credit at my request to _____, herein referred to as CUSTOMER, of which I am the _____ (title); hereby personally guarantee to CREDITOR the payment of any obligation of the CUSTOMER and I agree to bind myself to paying CREDITOR on demand any sum, which may come due by the CUSTOMER whenever the CUSTOMER shall fail to pay the same. It is understood that this guaranty shall be a continuous and irrevocable guaranty and indemnify for such indebtedness of the CUSTOMER. I hereby waive notice of CUSTOMER's default and consent to the modification, extension, or renewal of any indebtedness owing to CREDITOR from CUSTOMER and of the terms and any agreement pursuant to which credit is extended in CUSTOMER, and release of any collateral for, or any other party liable on, such indebtedness.

Signature

Witness

Spouse Signature
(AZ & community property states only)

ADDITIONAL TERMS

CREDIT TERMS. Terms of credit are NET 30 unless otherwise amended.

APPLICATION OF PAYMENTS. CREDITOR may apply payments received from CUSTOMER against CUSTOMER'S outstanding obligations in any order determined by CREDITOR.

RIGHT TO CEASE PERFORMANCE. In the event CUSTOMER is delinquent in the payment of any obligation owing to CREDITOR, or is otherwise in default on an obligation owing to CREDITOR, or CREDITOR believes that its ability to collect is in doubt, CREDITOR may cease performance under any contract in process until CUSTOMER's delinquency has been cured and CREDITOR has received assurances satisfactory to CREDITOR that subsequent obligations of CUSTOMER will be timely paid or performed. CUSTOMER waives any right which it may have against CREDITOR by reason of the fact that CREDITOR withholds performance in the belief its ability to collect is in doubt.

CESSATION OF CREDIT PRIVILEGE. In the event CUSTOMER is delinquent in the payment or performance of any obligation owing to CREDITOR, CREDITOR may immediately, and without notice to CUSTOMER, terminate CUSTOMER's right to purchase goods or services on credit.

RESERVATION OF SECURITY INTEREST. CREDITOR reserves a security interest in all goods sold to CUSTOMER as collateral for all obligations owing from CUSTOMER to CREDITOR, now existing or subsequently created.

ADDITIONAL FINANCIAL INFORMATION. CREDITOR may, at any time, request additional financial information from CUSTOMER concerning CUSTOMER's credit worthiness. A failure to provide such information will result in a termination of CUSTOMER's credit privileges.

AUTHORITY. CUSTOMER warrants to CREDITOR that all written documents signed on behalf of CUSTOMER and delivered to CREDITOR shall have been executed on behalf of CUSTOMER by an individual with actual or apparent authority and shall be binding on CUSTOMER.

INDEMNIFICATION. CUSTOMER agrees to defend CREDITOR and hold CREDITOR harmless from and against any claim for injury (economic or personal) brought by a third party against CREDITOR involving CUSTOMER's alleged negligence or intentional acts and arising out of CUSTOMER's purchase of goods or services from CREDITOR. CUSTOMER further agrees to defend CREDITOR and hold CREDITOR harmless from and against any claim for Injury (economic or personal) brought against CREDITOR by a third party and based upon legal theories of breach of warranty or products liability unless CUSTOMER first prevails on a claim that there is a breach by CREDITOR of its express warranties to CUSTOMER. CUSTOMER understands and acknowledges that CREDITOR assumes no liability, and CUSTOMER assumes full responsibility, for any damages to person, real property, or personal property caused by the delivery of materials and/or the placement of the materials at the location designated by CUSTOMER, whether such location is on private or public property. If the location is a public street, CUSTOMER agrees to remove the materials to its private property within eight hours after the delivery of materials by CREDITOR. CUSTOMER hereby releases CREDITOR from all liability, claims, losses, causes of action, or demands, either in law or in equity arising from, related to, or by reason of CREDITOR's unloading and/or placement of the materials at the location as instructed by CUSTOMER, regardless of whether CUSTOMER is present at the time of delivery. CUSTOMER's duty of indemnification includes, in addition to payment of any damages owing to the third-party claimant, reimbursement of all costs of defense incurred by CREDITOR, with CREDITOR reserving the right to select the attorneys who will provide its defense. CUSTOMER expressly agrees that this indemnity agreement is intended to be as broad and as inclusive as permitted by the laws of the state in which CUSTOMER transacts, and that if any portion thereof is held invalid, it is agreed that the balance shall continue in full force and effect.

LIMITATIONS OF WARRANTY. CREDITOR warrants that goods sold by it to CUSTOMER shall conform to the specifications or the contract between CREDITOR and CUSTOMER and shall be merchantable, CREDITOR does not warrant that goods sold by it to CUSTOMER shall be suitable for any particular purpose, it being CUSTOMER's responsibility to determine the fitness of goods being purchased for the use intended by CUSTOMER. CREDITOR does not warrant color, texture, and/or other naturally occurring variables in goods sold. In the event goods sold by CREDITOR to CUSTOMER are not as warranted, CREDITOR's obligation to CUSTOMER is limited to repair or replacement, at CREDITOR's option, of the subject goods. CREDITOR shall not, under any circumstance, be liable for incidental, direct or consequential damages in addition to its obligation to repair or replace, CREDITOR shall have no obligation to CUSTOMER unless CUSTOMER shall have notified CREDITOR in writing of a possible defect in the goods within 5 days after delivery of the goods to CUSTOMER. With regard to contracts for services, CREDITOR warrants that its services shall be performed in a good and workmanlike manner in conformance with standards of workmanship applicable in the states serviced by CREDITOR. Claims for defective workmanship must be brought to the attention of CREDITOR within 5 days after performance of the work. CREDITOR's liability for defects in workmanship shall be limited to a correction of the defect. Under no circumstance shall CREDITOR be liable for incidental, direct or consequential damages beyond the correction of the defective workmanship itself.

OTHER TERMS OF CONTRACT. The terms appearing hereon are in addition to, and not in substitution for, terms appearing on any contract proposal made by CREDITOR to CUSTOMER and accepted by CUSTOMER. In the event of a conflict between the terms appearing hereon and the terms appearing on any other documents or alleged to be part of any oral agreement, the terms appearing hereon shall control.

ATTORNEYS' FEES, VENUE, AND CHOICE OF LAW. CREDITOR and CUSTOMER agree that if any litigation is necessary to resolve any defaults or disputes between the parties to this Agreement, such litigation shall be brought in the applicable court located in Douglas County, Colorado. Additionally, the parties agree that in any such dispute, attorneys' fees may be awarded to the successful litigant. The laws of Colorado shall apply to the interpretation of this Agreement.

LEIN RIGHTS. Nothing herein is intended by CREDITOR to waive or otherwise affect its right to file a mechanics or materialman's lien in the event of a non-payment for goods or services.

TERMINATION. CREDITOR may terminate CUSTOMER's right to purchase goods or services on open account at anytime by giving CUSTOMER written or oral notice of termination of further payment deferral privileges.

AMENDMENTS IN WRITING. The terms of this agreement may be amended only in writing signed by the parties and specifically referencing this document.

CONFIRMATION OF ACCURACY OF INFORMATION & RELEASE OF AUTHORITY TO VERIFY

I, The Undersigned am an officer/Owner or Authorized Agent of the Applicant with authority to bind Applicant and establish this trade credit account, I hereby certify that the information in this credit application is true and correct and that I have read the entirety of this document and expressly agree to the terms. The information included in this credit application is for use by the Company in determining the amount and conditions of credit to be extended. I understand that the Company may also contact other sources of credit information which it considers necessary in making this determination. I hereby authorize the bank and trade references listed in this credit application to release the information necessary to assist the Company in establishing a line of credit. The undersigned individual who is either a principal of the credit applicant or a sole proprietorship of the credit applicant, recognizing that his or her individual credit history may be a factor in the evaluation of the credit history of the applicant, hereby consents to and authorizes the use of a consumer credit report on the undersigned by the above named business credit grantor, from time to time as may be needed, in the credit evaluation process.

SIGNATURE: _____ **TITLE:** _____ **DATE:** _____

PRINTED NAME: _____

TERMS AS PER INVOICE: SERVICE CHARGES OF 1.7% PER MONTH WILL BE ADDED TO ALL PAST DUE BALANCES. Applicant agrees to pay all reasonable charges, including attorney fees if account is placed in collections.