

CREDIT APPLICATION

(Please print or type)

**ALL FIELDS ON THIS PAGE ARE REQUIRED TO BE COMPLETED TO HAVE CREDIT APPLICATION CONSIDERED
 INCOMPLETE CREDIT APPLICATIONS WILL DELAY THE PROCESSING AND APPROVAL PROCESS**

NAME OF COMPANY _____ PARENT COMPANY (IF ANY) _____
 MAILING ADDRESS _____ CITY _____ STATE _____ ZIP _____
 PHONE NUMBER (____) _____ FAX (____) _____
 EMAIL ADDRESS: _____

REQUESTED CREDIT LIMIT \$ **(Attach confidential financial statement if more than \$10,000)**
ESTIMATED MONTHLY PURCHASES: \$

FORM OF BUSINESS: () PROPRIETORSHIP () PARTNERSHIP/LLC () CORPORATION () GOVERNMENT
 FEDERAL ID# _____ DUNS # _____

Are you bonded by the Bureau of License & Bond/FL Dept of Ag & Consumer? _____ Yes _____ No
 If Yes, License Number and Bond Amount:
 AG BOND # _____ AMOUNT _____

ORGANIZED UNDER THE LAWS OF WHICH STATE? _____ YEAR BUSINESS ESTABLISHED _____

TYPE OF BUSINESS: () Developer () Builder () Landscape Contractor () Installer () Retail () Other
 If "Other", what type of business? _____

IF LICENSED CONTRACTOR, GIVE STATE/LOCAL LICENSE NUMBER _____

| OFFICER NAME | TITLE | HOME PHONE NUMBER |
|--------------|-------|-------------------|
| 1. | | |
| 2. | | |
| 3. | | |

COMPARABLE CREDIT LIMIT & ACTIVE ACCOUNT TRADE REFERENCES
 (Vendors with equal or greater credit limits to the credit limit being requested are preferred)
 Vendors that require authorization to release information should be contacted prior to submitting this credit application. Fax numbers required.

1. BUSINESS NAME: _____ ADDRESS _____

 Phone (____) _____ Email: _____
 Fax (____) _____

2. BUSINESS NAME: _____ ADDRESS _____

 Phone (____) _____ Email: _____
 Fax (____) _____

3. BUSINESS NAME: _____ ADDRESS _____

 Phone (____) _____ Email: _____
 Fax (____) _____

BANKING INFORMATION IS REQUIRED FOR ALL CREDIT REQUESTS OF \$10,000 OR GREATER

BANK REFERENCE _____ BANK OFFICER'S NAME _____

ADDRESS _____ PHONE (____) _____

ACCOUNT NO: _____ ACCOUNT TYPE: _____

ACCOUNT NO: _____ ACCOUNT TYPE: _____

PURCHASE ORDERS

If Purchase Order Numbers are required, it will be the sole responsibility of your company to assure this information is given to SMR Farms, LLC at the time of placing an order. It is also the sole responsibility of your company to assure only authorized personnel are placing orders.

ACCOUNTS PAYABLE CONTACT NAME: _____

IF TAX EXEMPT, SUBMIT A COPY OF YOUR CURRENT CERTIFICATE OF RESALE.

The above information is correct to the best of my/our knowledge. I/We make this application for a line of credit, subject to the regular credit terms for SMR Farms, LLC, which are as follows:

- (1) Turf customers shall be invoiced for pallets subject to credit upon return. It is the customer's responsibility to return pallets. NO CREDIT shall be given for damaged or odd sized pallets, or for pallets returned in excess of pallets taken.
- (2) Payment terms are as stated on invoice, or thirty (30) days from date of sale, whichever shall occur first. Past due accounts are subject to a finance charge of 1.5% per month (18% APR). Shortage claims shall not be considered unless made in writing within 24 hours of pickup or delivery.
- (3) In the event it becomes necessary to enforce collection by legal means, I/we agree to pay all collection costs, filing fees, a reasonable attorney's fee, including but not limited to any costs arising from any appeals.
- (4) Accounts past due will result in credit privileges being suspended until all past due balances are paid in full.
- (5) SMR Farms, LLC reserves the right to avail itself of any and all protections afforded under the Florida mechanics lien law and/or the federal "Miller Act," as amended.
- (6) The granting of credit is at the sole discretion of SMR Farms, LLC and SMR Farms, LLC may, from time to time, request updated financial / credit information and/or financial statements.
- (7) SMR Farms, LLC reserves the right to correct any typographic, pricing or calculation error. The discovery of any such error shall not be grounds for withholding payment of any amounts not in dispute.
- (8) No claims or representations made by SMR Farms, LLC personnel shall be valid unless such claims or representations are in writing and signed by an authorized officer of SMR Farms, LLC.
- (9) SMR Farms, LLC quotations are valid only through the dates so specified in such quotations, and are subject after such dates to change without notice. No quoted prices are valid after the expiration date on such quotation.
- (10) This agreement shall be construed according to the laws of the State of Florida, and venue for any legal action between the parties is agreed to be in Manatee County, State of Florida.
- (11) I/We and/or all guarantors authorize SMR Farms, LLC to investigate all credit or bank references and credit histories through public and/or private credit investigation services.

Date: _____ Authorized Signature: _____

Type/Print Name: _____ Title: _____

UNCONDITIONAL PERSONAL GUARANTEE

In consideration of, and for the purpose of inducing SMR Farms, LLC (SMR Farms, LLC - hereafter called the "Creditor"), to extend or to continue to extend credit or other financial accommodation to _____ ("Debtor") of _____ (Address), the undersigned guarantors hereby absolutely guarantee and unconditionally promise to pay when due any and all indebtedness due of the Debtor through the Creditor, plus interest, costs and all reasonable attorney's fees, however such indebtedness is incurred whether now existing or hereafter.

No extension or renewal of time of payment of the indebtedness, no release or surrender of any security for the indebtedness or this guarantee, no release of any person primarily or secondarily liable on this indebtedness, no delay in enforcement of the payment of this indebtedness evidenced by this guarantee, shall affect the liability of any of the undersigned individuals. Any and all payments upon the indebtedness made by the Debtor or any of the undersigned or any other person, or the proceeds of any and all collateral security may be applied by the Creditor upon such items of indebtedness as the Creditor shall determine and in the order in which it shall be determined.

Each of the undersigned agrees that by executing this guarantee, he/she is executing a personal guarantee, regardless of whether or not the guarantor has indicated execution in a representative capacity. Each of the undersigned guarantors waives notice of acceptance of this guarantee, notice of extension of credit or financial accommodation to the Debtor, notice of the amount of indebtedness which may exist from time to time, notice of any extension of the time for payment, demand for payment, notice of non-payment, protest, notice of protest, and all other notices of every kind and nature, and agrees that this guarantee may be enforced against the undersigned without any proceeding or action against the Debtor or any other guarantor.

This guarantee is a continuing guarantee and shall remain in full force against the undersigned, their heirs, executors, or administrators, until the expiration of thirty (30) days after notice of revocation mailed by Certified Mail, Return Receipt, is accepted by the Creditor at its offices located at the address above. Such notice shall apply only to future indebtedness and shall not affect the guarantor's liability for any indebtedness in existence at the time of the revocation of this guarantee.

If this guarantee is executed by more than one person, all liability shall be joint and several.

This agreement shall be construed according to the laws of the State of Florida, and venue for any legal action shall be in Manatee County, Florida.

IN WITNESS WHEREOF, I have, hereunto set my hand and seal this _____ day of _____, 20_____.

***A clear photocopy of each Guarantor's Drivers License is required.**

GUARANTOR SIGNATURE _____
PRINT NAME: _____
HOME ADDRESS: _____
_____ City _____ State _____ Zip _____

GUARANTOR SIGNATURE _____
PRINT NAME: _____
HOME ADDRESS: _____
_____ City _____ State _____ Zip _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____.

By _____ and _____

() who are personally known to me; or
() who have produced _____ as identification and who did _____ take an oath.

Print Name: _____
My commission expires: _____

Notary Public Seal



Cattle • Turf • Trees • Landscape • Citrus

4715 Lorraine Road, Lakewood Ranch, FL 34211
941-708-3322 • 941-708-3391 fax
Toll Free 877-708-3322

TO: _____

RE: _____

We have received an application for credit from the above noted company/individual. They have listed _____ as their banking institution and have given SMR Farms, LLC permission to receive information on any accounts they hold, whether it be personal, business, loan accounts or otherwise. We would appreciate any information you could provide.

Sincerely,

Michelle Rule
SMR Farms, LLC
Customer Service Manager
michelle.rule@smrfarms.com

CUSTOMERS AUTHORIZATION:

I, the undersigned, have applied for credit with SMR Farms, LLC and hereby do give my permission for you to release all information requested.

Signed: _____
Name/Title/Date

Company Name

1. Account type: _____
Date opened: _____
Current balance: _____
Avg. 6 month bal: _____
Avg. 12 month bal: _____
Negative history on acct: _____
Explain: _____

2. Account type: _____
Date opened: _____
Current balance: _____
Avg. 6 month bal: _____
Avg. 12 month bal: _____
Negative history on acct: _____
Explain: _____

3. Loan type: _____
Date originated: _____
Original amount: _____
Current amount: _____
Monthly payment: _____
Any late payments: _____
Explain: _____
Mature date: _____
Secured loan: _____

4. Loan type: _____
Date originated: _____
Original amount: _____
Current amount: _____
Monthly payment: _____
Any late payments: _____
Explain: _____
Mature date: _____
Secured loan: _____

Date _____ Completed By _____ Title _____



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941-708-3322 · 941-708-3391 fax
Toll Free 877-708-3322

TO: _____

RE: _____

Attention Credit Department:

We have received an application for credit from the above noted company. Your company was listed as a trade reference. We would appreciate any information you could provide regarding your credit experience with this firm.

As noted below, the customer has given SMR Farms, LLC written approval to request and receive this information.

Sincerely,

Michelle Rule
SMR Farms, LLC
Customer Service Manager
michelle.rule@smrfarms.com

CUSTOMER AUTHORIZATION:

I, the undersigned, have applied for credit with SMR Farms, LLC and have informed them that I currently do or previously have had a line of credit with your company. You are hereby authorized to release all information requested.

Signed: _____
Name/Title/Date Company Name

TRADE REFERENCE INFORMATION:

Date Account Opened: _____
Date of Last Sale: _____
Payment Terms: _____
Credit Limit: _____
Present Balance Due: _____
Amount Past Due: 30 days _____ 60 days _____ 90 days _____
Payment History: Early _____ Current _____ Late _____ How Late _____

Date _____ Completed By _____ Title _____