



14750 SW 248 St ~ Homestead, FL 33032 ~ (305) 246-0656 office ~ (305) 257-2712 fax ~ www.we-r-plants.com

**Credit Application**

Firm Name \_\_\_\_\_ Name of Parent Company \_\_\_\_\_  
If Subsidiary \_\_\_\_\_

Address \_\_\_\_\_ Website \_\_\_\_\_

City \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

Billing Address (if different) \_\_\_\_\_

City \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Legal Status (√) \_\_\_\_\_ Proprietorship \_\_\_\_\_ Corporation \_\_\_\_\_ LLC \_\_\_\_\_ Partnership \_\_\_\_\_ D&B Rating \_\_\_\_\_

Name of Proprietor or Principal Officer \_\_\_\_\_ Title \_\_\_\_\_

Year Established \_\_\_\_\_ Present Location Since \_\_\_\_\_ Owned or Leased \_\_\_\_\_ Number of Employees \_\_\_\_\_

Federal ID # \_\_\_\_\_ Sales Tax # \_\_\_\_\_ State \_\_\_\_\_

Have you ever filed for personal or corporate bankruptcy? \_\_\_\_\_

Florida Bond Number \_\_\_\_\_ Amount \_\_\_\_\_ Expiration Date \_\_\_\_\_

License Number \_\_\_\_\_ Do you require a Purchase Order? \_\_\_\_\_

Accts Payable Contact \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

Trade References: (Vendors (especially green-goods suppliers) from whom you are currently purchasing an open account)

Name	Contact	Account #	City	State	Zip	Phone
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

Bank References:

Name & Branch \_\_\_\_\_ Phone \_\_\_\_\_

Contact \_\_\_\_\_ Checking Account # \_\_\_\_\_ Loan Acct # \_\_\_\_\_

We will ask your bank to provide the following:

Avg Balance \_\_\_\_\_ Date Opened \_\_\_\_\_ NSF Checks in the last 12 months \_\_\_\_\_

Name & Branch \_\_\_\_\_ Phone \_\_\_\_\_

Contact \_\_\_\_\_ Checking Account # \_\_\_\_\_ Loan Acct # \_\_\_\_\_

We will ask your bank to provide the following:

Avg Balance \_\_\_\_\_ Date Opened \_\_\_\_\_ NSF Checks in the last 12 months \_\_\_\_\_

Amount of Credit Requested \_\_\_\_\_

(Please provide recent financial statements for credit requests over \$10,000)

Florida State Law Requires: All dealers in agricultural products covered by the Florida Agricultural License and Bond Law, Section 604-15 – 604.34, Florida Statutes, who buy or receive such products from Florida producers, their agents or representatives, on other than cash currency basis must be licensed and bonded. (citrus, tobacco, sugar cane & tropical foliage are not covered by the law).

If you operate in a manner which would require your compliance with this law and are not presently licensed and bonded, you should contact: Bureau of License and Bond, Department of Agriculture and Consumer Services, Mayo Building, Room 418, Tallahassee, FL. 32301. Their phone number is (850) 488-4101.

## **Triple O Nursery Farms, Inc.** **Order Terms**

**Product Selection:** Triple O Nursery Farms Inc. selects plants and trees that meet the Florida grades and standards criteria as a Florida #1 or Fancy. We can accommodate lesser grades at the customers request based on availability.

**Plant and Tree Reservation:** Plants and trees can be reserved in advance for customers in good standing for future projects. Commitment to a specific delivery date allows for proper crop allocation. A non-refundable 25% deposit will be required to secure availability and early plant and tree selection (in-house tagging). For orders without a precisely known delivery date, advance reservation will give first right of refusal on future crops, but does not secure the order past crop ready date. Crop availability and delivery dates are subject to change due to production variances and mother natures' unpredictability.

**Tagging:** We encourage customers to rely on our product selection team for their tagging needs. Customer tagging can be arranged by appointment only, for established customers.

**Claims Procedure:** We do not anticipate any claims. Orders are carefully prepared and packed to meet your expectations. However, if there is a claim concerning errors in variety, species, or quantities please notify your sales representative immediately; and, for damages please contact the trucking company directly. Our responsibility ceases when plants and trees are placed on the carriers truck, except as outlined above. No plants or trees should be returned without a pre-authorization number from Triple O Nursery Farms, Inc. Customer understands and agrees that in no circumstances shall Triple O Nursery Farms, Inc. be liable for consequential damages, and that damages will be limited to the purchase price of the product.

**Re-Stocking:** A 20% restocking fee will be charged for orders cancelled with less than 24 hours notice prior to loading or for any returned plants and trees.

**Prices:** For current pricing and availability, please contact us through our website ([www.we-r-plants.com](http://www.we-r-plants.com)) or kindly contact us via telephone at 1-800-273-0656. Prices are FOB Homestead, FL

**Payment Terms:** Our normal sales terms are prepayment, unless prior arrangements have been made with our accounting department to obtain credit terms. All first time orders must be prepaid. Prepayment may be made via Visa/Mastercard or American Express, or regular check mailed to our business address and cleared prior to shipment.

**Credit Terms:** Established firms may apply for credit by filling out a credit application, including references, and by providing a current Agricultural Bond number. For the purposes of evaluating credit and credit limits, Customer hereby authorizes Triple O Nursery Farms, Inc. to make investigations into the customer's credit record, including bank references, and to report customer's payment record to credit agencies and other trade organizations. Our normal credit terms are Net 30 from invoice date. Payment may be made by company check directly to our business address, or through Visa/Mastercard or American Express. Payments made by credit card at the end of the 30 day grace period will be assessed a 2% fee to cover the credit card fees.

**Delinquent Accounts:** All accounts remaining unpaid beyond 30 days will be assessed a late charge of 1 ½% per month on all past due balances until paid. Triple O Nursery Farms, Inc. may, at its discretion, revoke credit and/or cancel any open order on past due accounts. Triple O Nursery Farms, Inc. retains a security interest in all the plants and trees until fully paid for. A \$25.00 charge will be assessed for all returned checks.

**Job Related Orders:** For your protection and ours, all job related orders on credit accounts will require the receipt of a copy of the "Notice of Commencement" (NOC), or relevant job information i.e.: project name, address and legal description; owner, contractor, developer, or sub-contractors name and address; bonding company name and address. Higher credit limits may be extended upon receipt of this information.

**Guarantee:** We guarantee our stock to be true to description or variety name under which it was sold. Liability in all instances is limited to the purchase price. Triple O Nursery Farms, Inc. gives no warranty, expressed or implied as to the productivity of the nursery stock sold, its longevity or fitness for a particular purpose.

If any provision hereof is deemed invalid or unenforceable to any extent, the remainder of the terms hereof not to be affected thereby and will be enforced to the greatest extent permitted by law.

Please submit this application along with a copy of your companies' sales tax reseller's certificate, if applicable. For credit requests over \$10,000, a copy of your most recent company financial statements is also required. You may fax this completed application to our office at (305) 257-2712 so that we may begin processing the information. We must have the signed original returned to us before final approval of credit terms.

The applicant hereby acknowledges having read this document and (1) acknowledges acceptance of the Order Terms (2) promises to pay for all orders placed by the applicant and accepted by Triple O Nursery Farms, Inc. in accordance with the Terms and Conditions of Sale (3) agrees to pay all costs of collection (4) agrees that the venue for collection will be Miami Dade, Florida and (5) agrees that his/her signature below will authorize Triple O Nursery Farms, Inc. to accept any unsigned written orders, telephone or fax orders.

Applicant \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_  
Authorized Signature

Name (Please print) \_\_\_\_\_

### PERSONAL GUARANTY

Whereas \_\_\_\_\_ (Customer) is or may become indebted to Triple O Nursery Farms Inc. (Creditor).

Now therefore, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, the undersigned Guarantor hereby absolutely and unconditionally guarantees to Creditor the prompt payment at maturity and all times thereafter of the debt.

In the event of default by the Customer in the payment of the debt or any part thereof when such indebtedness becomes due either by its terms or as a result of any powers to accelerate, Guarantor shall, on demand and without further notice of dishonor, without any notice being given to Guarantor previous to such demand of the creation of or incurring of such indebtedness pay the amount due thereon to Creditor and it shall not be necessary for the Creditor, in order to enforce such payment by Guarantor, first to institute suit or exhaust its remedies against Customer or others liable in such indebtedness.

This Guaranty is executed and delivered as an incident to a credit transaction wherein in the event of non payment, the customers account, at the sole discretion of the Creditor, may be assigned to the Creditors attorney for collection. In the event the non-payment results in Creditor instructing its attorney to collect such monies, this Agreement shall be construed according to the laws of the State of Florida. Furthermore, in the event Creditor instructs it own attorney to collect such monies, Guarantor acknowledges that should suit be instituted, jurisdiction of the person and subject matter, as well as venue, shall properly be Miami Dade County, Florida. This is not a contract of suretyship.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Guarantor's Name (Please Print) \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Home Address \_\_\_\_\_

City / State / Zip \_\_\_\_\_

Social Security Number \_\_\_\_\_ Date of Birth \_\_\_\_\_

**For Office Use Only**

Ref#	High Credit	Now Owing	Terms	Sold Since	Trend Towards	Remarks
1.	_____	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____	_____

Credit line approved \$ \_\_\_\_\_ Authorized by \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Conditions: \_\_\_\_\_ Needs to be bonded for final approval of credit. Not approved, reapply in \_\_\_\_ mos.

Comments

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