



2400 Southeast Bridge Road  
Hobe Sound, Florida 33455

# CREDIT APPLICATION AND AGREEMENT

## Customer

Name of Customer \_\_\_\_\_

Street Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

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

Telephone Number (\_\_\_\_\_) \_\_\_\_\_ Fax Number (\_\_\_\_\_) \_\_\_\_\_

Email Address \_\_\_\_\_ Type of Business \_\_\_\_\_

Year business was established \_\_\_\_\_ Number of employees \_\_\_\_\_

Do you require a Purchase Order? Yes \_\_\_\_\_ No \_\_\_\_\_ Buyer's Name \_\_\_\_\_

Anticipated monthly Becker purchases \_\_\_\_\_ Annual Sales \_\_\_\_\_ Estimated Net Worth \_\_\_\_\_

Do you prefer to pay COD \_\_\_\_\_ or establish net 30 day terms \_\_\_\_\_ Amount of Credit Requested \_\_\_\_\_  
(Please provide most recent Financial Statement for requests over \$10,000)

**Ownership** (Circle One) Proprietorship Partnership Corporation LLC Current D & B Rating \_\_\_\_\_

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

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

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

Federal Tax I.D. \_\_\_\_\_ Sales Tax Exempt Number \_\_\_\_\_

## REFERENCES: (Agricultural, if possible)

Trade References	Address	Phone/Fax Numbers

*Becker Tree Farm & Nursery Office Use. Please proceed to the term and guaranty agreements on next page.*

	Date Opened	Terms	Recent High Credit	Current Balance	Past Due Amount	Avg Days to Pay	NSF	Comments
1								
2								
3								

Prepay \_\_\_\_\_ Approved for Credit \_\_\_\_\_ Amount \_\_\_\_\_ Authorized signature \_\_\_\_\_ Date \_\_\_\_\_

Comments \_\_\_\_\_

By signing this application, Customer agrees to the following terms and conditions:

1. Our normal terms are Net 30 days from date of shipment. This is a grace period extended to our credit approved customers only. Any balance remaining unpaid on the Account after the due date will be assessed a finance charge of 1 ½% per month from the date of shipment. Customer hereby agrees to pay the interest charge when billed. Credit may be revoked if payment is consistently late, at the discretion of Becker Tree Farm & Nursery.
2. All shipments are FOB Becker Tree Farm. All customers are required to sign for plant material upon receipt. This signature releases Becker Tree Farm and Nursery from any product claims.
3. For the purpose of evaluating credit and credit limits, Customer hereby authorizes Becker Tree Farm and Nursery to investigate Customer's credit record, including bank references, and to report Customer's payment record under this Agreement or any other agreement between Becker and Customer, to credit agencies and other trade organizations.
4. Customer acknowledges that in the event of non-payment, Creditor may, at its sole discretion, assign the account for collection to its own attorney to collect such monies. If this occurs, Customer waives any claim of jurisdiction or venue in the county or state of customers' residence or place of business, and agrees that, at the sole discretion of creditor, should suit be instituted, personal jurisdiction, as well as venue, will be in St. Lucie County, Florida.
5. In the event Becker's attorney institutes collection proceedings, with or without filing suit, to collect any amount due and owing, then Customer will be responsible for any cost incurred in collecting such amount, including, but not limited to, reasonable attorneys' fees and court costs incurred prior to filing the suit and at both the trial and appellate levels.
6. If any provision hereof is deemed invalid or unenforceable to any extent, the remainder of the terms hereof are not to be affected thereby and will be enforced to the greatest extent permitted by law.

Dated \_\_\_\_\_ By \_\_\_\_\_  
Name/Title (please print)

\_\_\_\_\_  
Company Name Signature

**PERSONAL GUARANTY**

WHEREAS, \_\_\_\_\_ (name of "Customer") is or may become indebted to Becker Holding Corporation and/or Becker Tree Farm & Nursery (name of "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.

Guarantor represents that he, she or it is the owner of a direct or indirect interest in Customer and that Guarantor will receive a direct and material benefit from the proceeds of any of the Debt.

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

This Guaranty is executed and delivered as an incident to a credit transaction wherein in the event of non-payment, the customer's account, at the sole discretion of the Creditor, may be assigned for collection to its own attorney to collect such monies. In the event the non-payment results in Creditor instructing its own 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 its 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 in St. Lucie County, Florida. This is not a contract of surety ship.

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

Home Address:

\_\_\_\_\_  
Street

\_\_\_\_\_  
Guarantor's Name (please print)

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Date of Birth