

Newhouse Nursery, Inc.

33 126th Ave

Wayland, MI 49348

P: 269-792-4300 F: 269-792-4500

sales@newhousenursery.com

Confidential Application for Credit

- Required – Include Sales Tax Certificate when filing application
- Application for Net 30 Days (Complete Sections 1,3,4,5,6, Personal Guaranty)
- Application for Credit Card Terms (Complete Sections 1,2,3,4,5&6)

Section 1

Company Name: _____ Type of Company: _____

Billing Address: _____ City/State/Zip: _____

Shipping Address: _____ City/State/Zip: _____

Business Phone: _____ Bookkeeper Phone(if different): _____

Fax: _____ Email: _____

Year Established: _____ At present location since: _____

Firm is: Proprietorship: Partnership Incorporated under the laws of _____ (state)

Company Owner(s) or officer(s): _____

Home Address _____ City/State/Zip: _____

Parent Company (if subsidiary): _____

HEREBY apply for credit in accordance with the terms of Newhouse Nursery, Inc of Wayland MI 49348.

Terms: Net 30 Days

1.5% per month interest is charged on past due accounts over 30 days

- Check if cash sales are agreeable until credit is approved (check or money order)

Accounts Payable Contact: _____ \$ Amount of Credit Requested: _____

Federal ID No.: _____ Dun and Bradstreet No. if applicable: _____

Section 2

Complete this section to apply for Credit Card Terms.

The following information must be completed in full. This information will be held in the strictest confidence.

- I want to apply for Credit Card Terms. I agree to have Newhouse Nursery, Inc. charge my credit card for ALL Future order unless I notify Newhouse Nursery otherwise.

- Check here if Credit Card Sales are agreeable until Credit is approved. Visa Mastercard

Credit Card No.: _____ Credit Card Expiration Date: _____

Name as shown on Credit Card: _____ Signature: _____

Billing Address for Credit Card: _____ State: _____ Zip: _____

Section 3

Where do you Bank?

Name of Bank: _____

Address: _____ City/State/Zip: _____

Bank Account #: _____ Contact Person: _____

Section 4

References: Please list only those from whom you buy on an open account, giving complete address, including zip codes. We cannot process without complete information.

Firm Name: _____

Address: _____ City/State/Zip: _____

Fax Number: _____ Phone Number: _____

Firm Name: _____

Address: _____ City/State/Zip: _____

Fax Number: _____ Phone Number: _____

Firm Name: _____

Address: _____ City/State/Zip: _____

Fax Number: _____ Phone Number: _____

Firm Name: _____

Address: _____ City/State/Zip: _____

Fax Number: _____ Phone Number: _____

Firm Name: _____

Address: _____ City/State/Zip: _____

Fax Number: _____ Phone Number: _____

Section 5

Have you ever filed Bankruptcy? No Yes If yes, give details: _____

Section 6

Please attach a copy of your current financial statement if available.

We hereby give our Bank(s) and lenders permission to release our financial information. I (we) agree to the terms and conditions as described on this Credit Application.

Date _____ Signed _____ Title _____

Please complete Sales Tax Exemption form

Sales and Use Tax Certificate of Exemption

To be retained in the seller's records—Do not send to Treasury.

This certificate is invalid unless all four sections are completed by the purchaser.

Section 1: Check one of the Following

- One time purchase
- Blanket Certificate (Note: a blanket certificate is valid for four years from the date of signature unless an earlier expiration date is listed below)

Expiration Date, if less than four years: _____

The purchaser hereby claims exemption on the purchase of tangible personal property and selected services made under this certificate from Newhouse Nursery, Inc. and certifies that this claim is based upon the purchaser's proposed use of the items or services, or the status of the purchaser.

Section 2: Items Covered By This Certificate

- All items purchased
- Limited to the following items: _____

Section 3: Basis for Exemption Claim

- For Resale at Retail - Sales tax registration number: _____
- For Resale at Wholesale - No number required.
- For Lease – Use tax Registration Number: _____
- Agricultural Production – No Number Required (describe): _____
- Industrial Processing – No Number required
- Government Entity, Nonprofit School, Nonprofit Hospital, and Church (circle one).
- Nonprofit Internal Revenue Code Section 501(c)(3) and 501(c)(4) Exempt Organizations (attach copy of IRS letter ruling.
- Nonprofit Organizations with an Exempt letter from the State of Michigan (attach a copy of State's letter)
- Other (explain): _____

Section 4: Certification

I declare, under penalty of perjury, that the information on this certificate is true, that I have consulted the statutes, administrative rules and other sources of law applicable to my exemption, and that I have exercised reasonable care in assuring that my claim of exemption is valid under Michigan Law. In the event this claim is disallowed, I accept full responsibility for the payment of tax, penalty and any accrued interest, including, if necessary, reimbursement to the vendor for tax and accrued interest.

Purchaser

Street Address

Area Code/Telephone No.

City/State/Zip Code

Signature and Title

Date Signed

Name(Print or Type)

Social Security Number or FEIN

PERSONAL GUARANTY

Date

In consideration of the extension of credit to _____ (hereinafter called "Purchaser") by Newhouse Nursery, Inc., (hereinafter called "Seller") and/or of other good and valuable consideration, receipt of which is hereby acknowledged, I/we jointly and severally guarantee the payment to Seller of Purchaser's indebtedness to Seller. The word "indebtedness" means the sum of Purchaser's obligations unpaid and owing to Seller, namely, amounts presently owed, amounts due for present and future purchases (whether or not shipped, or shipped and returned), amounts due as damages for breach of obligation arising from orders for or agreements to purchase merchandise, including interest according to express agreement or as provided by law, any Notes given by Purchaser for any of the foregoing, and expenses of collecting said obligations.

This guaranty is a continuing guaranty of payment and shall inure to the benefit of Seller from the date hereof without notice of acceptance and shall remain in full force and effect until written notice of termination thereof has been received by Seller at 33 126th Ave, Wayland, MI 49348 or such other address as Seller may hereafter designate in writing. Notwithstanding the foregoing, all outstanding indebtedness as of receipt of said notice to terminate this guaranty as well as obligations for current orders in process of being filled shall be subject to this guaranty.

I/we jointly and severally agree to pay the Purchaser's said indebtedness when due, without the necessity of any action or proceeding. Seller's books and records showing the account between Seller and the Purchaser shall be admissible in any action or proceeding to collect said indebtedness and shall constitute prima facie proof of the items therein set forth.

I/we agree and consent that Seller may make any agreement or arrangement whatsoever with Purchaser including but not limited to, extension of time for payment, compromise or discharge of the whole or any part of the said indebtedness and release of any or all security without impairing the liability of the undersigned hereunder, which liability may be discharged only by the payment in full of said indebtedness. I/we hereby waive any notice of acceptance, nonpayment, demand or the like. This guaranty of payment shall inure to the benefit of Seller and its successors and assigns and shall be binding upon the executors, administrators, heirs, distributees, beneficiaries and assigns of the undersigned.

(Witness)

(Date)

(Guarantor)

(Residence Address)

(City/State)

(Witness)

(Date)

(Guarantor)

(Residence Address)

(City/State)