



7836 Cherry Lake Road
 Groveland, FL 34736
 Office: (352) 429-2171 Accounting Fax: (352) 429-5997

**A MEMBER OF THE FLORIDA GROWERS CREDIT ASSOCIATION
 CREDIT APPLICATION AND AGREEMENT**

CUSTOMER

Name of Customer _____

Street Address _____

City, State, Zip Code _____

Billing Address (if different) _____

Telephone Number(s) (____) _____ (____) _____ Fax Number (____) _____

Email address _____ Type of Business _____

Year the Business was Established _____ Number of Employees _____

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

Anticipated monthly CLTF 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 No. _____
 (attach certificate)

REFERENCES: Agricultural if possible:

Trade Reference	Address	Phone / Fax Numbers
1.		
2.		
3.		

<i>Cherry Lake Tree Farms Office Use. Please proceed to the term and guarantee agreements on reverse side.</i>								
	Date Acc't Opened	Terms	Recent High Credit	Current Balance	Past Due Amount	Avg Days to Pay	NSF cks	Comments
1								
2								
3								
Prepay _____ Approved for credit _____ Amount _____ Authorized signature _____ Date _____								
Comments _____								

Amount of Current Open Orders _____ Scheduled Shipping Date _____ Sales Repr. _____

PLEASE READ TERMS ON BOTH SIDES

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 1/2% 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 Cherry Lake Tree Farm.
2. All shipments are FOB our docks. All claims for loss or damage incurred in transportation need to be presented to the carrier. All claims must be made in writing to Cherry Lake Tree Farm, within 48 hours after receipt of trees, stating the nature of the claim. Failure to make written claim will be considered a waiver of claim. Any claim made by telephone must be confirmed in writing to Cherry Lake Tree Farm within 48 hours of receipt. Before returning any product for any reason whatsoever, Customer must obtain a Return Authorization (RA) from Cherry Lake. All return claims will be tracked through the RA#. Customer understands and agrees that, under no circumstance will Cherry Lake be liable for consequential damages, and that damages will be limited to the purchase price of the product supplied less any discount received.
3. For the purpose of evaluating credit and credit limits, Customer hereby authorizes Cherry Lake Tree Farm to investigate Customer's credit record, including bank references, and to report Customer's payment record under this Agreement or any other agreement between Cherry Lake 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 Florida Growers, or instruct its own attorney to collect such monies. In either of such events, 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 Lake County, Florida.
5. In the event the Florida Growers Credit Association or Creditor individually or by and through their 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 collection such amount, including, but not limited to , reasonable attorneys' fees and court cost 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 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 IMG Enterprises and / or Cherry Lake Tree Farms (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 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 for 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 Florida Growers Credit Association, Cleveland,, Ohio, or result in Creditor instructing its own attorney to collect such monies. In the event that the account is assigned to Florida Growers Credit Association, Cleveland, Ohio, then this Agreement shall be construed according to the laws of the State of Ohio. Furthermore, in the event of assignment of Florida Growers Credit Association, Guarantor acknowledges that should suit be instituted, jurisdiction of the person and the subject matter, as well as venue, shall be properly in Cuyahoga County , Ohio. In the event the non-payment results in Creditor instruction 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 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 in Lake County, Florida. This is not a contract of surety ship.

EXECUTED this _____ day of _____, 20 _____.

Home Address:

Guarantor's Name (please print)

Street

Signature

City / State / Zip Code

Social Security Number

Date of Birth