

R & J Farms, Inc.

Phone (419) 846-3179
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www.rjfarms.com

9800 W. Pleasant Home Road
West Salem, Ohio 44287

CREDIT APPLICATION

DATE OF APPLICATION _____

COMPANY NAME (the "Customer") _____

MAILING ADDRESS _____

CITY _____ STATE _____ ZIP _____

PHONE _____ FAX _____

CELL PHONE _____

EMAIL _____

NUMBER OF YEARS IN BUSINESS _____ VENDOR NUMBER _____

TYPE OF OWNERSHIP

____ PARTNERSHIP OR LLC ____ INDIVIDUAL ____ CORPORATION (STATE: _____)

IF LLC OR CORPORATION, LIST OFFICERS

President _____

Vice President _____

Secretary _____

Treasurer _____

IF PARTNERSHIP OR INDIVIDUAL, LIST OWNER

Owner _____

Manager _____

Home Address _____

Home Phone _____

Describe Type of Business _____

BANK REFERENCE

BANK NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

PHONE _____ FAX _____

TYPE OF ACCOUNT: ____ SAVINGS ____ CHECKING ____ LOAN

TRADE REFERENCE

LIST 3 SUPPLIERS WITH WHOM YOU HAVE HAD CREDIT EXPERIENCE (Complete Names and Addresses Please)

1. NAME _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____
PHONE _____ FAX _____
EMAIL _____
CONTACT _____

2. NAME _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____
PHONE _____ FAX _____
EMAIL _____
CONTACT _____

3. NAME _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____
PHONE _____ FAX _____
EMAIL _____
CONTACT _____

DESIRED CREDIT LIMIT \$ _____

PERSONAL GUARANTEE

The undersigned, in consideration of R & J Farms, Inc. ("R & J Farms") extending credit at my/our request to the Customer, hereby, personally guarantee payment of all obligations of the Customer to R & J Farms ("the indebtedness") and do hereby agree to pay R & J Farms on demand any sums which may become due it by the Customer, whether or not demand has been made on the Customer or any other guarantor. It is understood that this guarantee is unconditional and shall be continuing and irrevocable for such indebtedness of the Customer to R & J Farms as presently or hereafter exists. The undersigned hereby waives all notices and demands of any kind, including notice of default or nonpayment or deferral for payment, and consent to any extensions of time to pay, modification or renewal of the above credit agreement or any release of modification of security thereunder. Each of the undersigned hereby waives and releases all rights of contribution or indemnity by the Customer. Additionally, each undersigned guarantor agrees to pay, in the event the "the indebtedness" becomes delinquent, R & J Farms' attorneys and or agents fees associated with collection of the "the indebtedness" plus all attendant collection costs whether or not litigation is initiated. The undersigned also each agree that venue and jurisdiction for any action brought will be proper in Wayne County, Ohio. This guarantee is personal to the undersigned. Any notation of corporate capacity shall be taken as informational and shall not affect the personal nature of the guarantee. If there is more than one guarantor, all undertakings shall be joint and several. Each guarantor is liable for payment of the entire indebtedness.

The undersigned hereby consent to R & J Farms' use of its non-business consumer credit report on the undersigned in order to further evaluate the creditworthiness of the undersigned as guarantor in connection with the extension of business credit as contemplated by this credit application. The undersigned hereby authorize R & J Farms to utilize a consumer credit report on the undersigned from time to time in connection with the extension or continuation of the business credit represented by this credit application. The undersigned hereby knowingly consent to the use of such credit report in any manner consistent with The Federal Fair Credit Reporting Act as contained in 15 USC Section 1681.

Print Name _____ Print Name _____

SS# _____ SS# _____

Signature _____ Signature _____

AGREEMENT

The Customer applies to R & J Farms for credit. The Customer represents the above information to be true and accurate. The Customer further represents that this account will be used for business purposes and is not a Consumer Credit Transaction within the meaning of 15 USCA Section 1602(h). The Customer hereby agrees that all purchases from Company are subject to the following terms and conditions and Conditions of Agreement set forth below. The Customer hereby agrees that all amounts due for goods and services are payable to R & J Farms at the address shown on the invoice, and invoices are payable in full without deduction or set off of any kind.

CONDITIONS OF SALE

Prices. All prices are based on current costs and market conditions and are subject to change without notice. All quotations are subject to prior sale. The prices listed are F.O.B. R & J Farms' nursery in West Salem. **NOTE: CUSTOMER WILL BE BILLED FOR ALL R & J FARMS NURSERY MATERIALS USED TO WRAP TREES. PLEASE BRING A TARP AT PICK-UP TO PROTECT PURCHASED TREES.**

Orders. All verbal orders must be confirmed in writing. A confirmation of the order will be sent to Customer for authorization. Labor shall commence upon return of the signed order. Specimen trees personally selected and tagged may incur an additional charge of 15% of the original price. If any tagged materials are canceled or modified, the purchaser shall be liable for 10% of the unit costs for holding the stock. Trees shipped to first time customers and customers with credit pending shall be billed C.O.D.

Solvency and Payment. The Customer agrees neither to order nor accepts goods from R & J Farms while Customer is insolvent within the meaning of Section 1301.01(W) of the Ohio Revised Code. Every order placed, or delivery accepted, while the Customer is insolvent shall constitute a written misrepresentation of solvency to R & J Farms within the meaning of ORC Section 1302.76. The Customer understands and agrees that R & J Farms may cancel extension of credit, and/or discontinue deliveries at any time; and may require all outstanding amounts to be paid in full on demand in the event sales to the customer are discontinued for any reason. The Customer hereby agrees that all amounts due R & J Farms are payable in full within thirty (30) days of any goods and services received unless otherwise changed according to the terms stated on each invoice. If any amount due R & J Farms is not paid in said period, a charge of 2% per month (24% per annum) of the delinquent balance shall accrue from the date payment is due, until paid. The Customer agrees to pay, in the event the account becomes delinquent, all costs and expenses, including but not limited to, attorney's fees or agent's fees or any other costs incurred associated with collection of the account plus all attendant collection costs whether or not litigation is initiated. The Customer authorizes R & J Farms to inquire into and obtain, at any time, from any bank, lending institution, credit reporting agency or credit reference, whether listed or the credit application or not, any and all information relating to the Customer's creditworthiness or financial condition, including personal credit reports on its owners at any time. The Customer agrees to notify R & J Farms in writing (certified mail) 30 days prior to any change of name and /or ownership of the Customer, or of the Customer's business, and further agrees to be liable for all purchases by any buyer of the business should said notification not be given. R & J Farms may, regardless of terms stated on the invoices, require all outstanding amounts to be paid in full on demand, upon change in ownership.

Delivery. All Customers are encouraged to pick up ordered stock. However, R & J Farms may arrange delivery through a qualified freight carrier upon request of Customer. All associated costs shall be allocated to Customer.

Seller's Warranty and Disclaimer. R & J Farms warrants that stock purchased is of the specific variety listed and set forth herein, and stock condition is consistent with industry standards at point of shipment from R & J Farms. R & J Farms accepts no responsibility after stock leaves the nursery. R & J Farms makes no warranty, expressed or implied, as to the productiveness or growth of stock, results after transplantation, suitability to specific planting sites, or resale marketability of any plant materials. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE STOCK TO BE PURCHASED IS FURNISHED AS IS, WHERE IS, WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

Damages. R & J Farms shall under no circumstances be liable to Customer for any special, incidental or consequential damages.

Claims. All claims for errors, shortages, or rejections are to be made within five (5) days.

Jurisdiction and Venue. The Customer agrees that all transactions arising hereunder shall be governed and interpreted by the laws of the State of Ohio. The Customer agrees that venue and jurisdiction of any action to enforce this agreement shall be in Wayne County, Ohio.

Print Name _____

Print Name _____

Signature _____

Signature _____

Title _____

Title _____

Date _____

Date _____