



landscapehub

CUSTOMER CREDIT APPLICATION AND PURCHASE AGREEMENT

APPLICANT: (FULL LEGAL NAME OF BUSINESS):

NATURE OF BUSINESS: () Corporation () Partnership () L.L.C.
 () Sole Proprietorship () Municipal () Federal Gov't () School
 () Religious Organization () State Gov't

DATE OF APPLICATION:

DOES YOUR COMPANY REQUIRE A PO? Yes No

ACCOUNTS PAYABLE MANAGER:

A/P EMAIL ADDRESS:

BUSINESS ADDRESS: _____
 Street Suite

City State Zip Code

BUSINESS TELEPHONE NUMBER: () _____

BUSINESS FACSIMILE NUMBER: () _____

BILLING ADDRESS: _____
 Street Suite

City State Zip Code

PRINCIPAL'S CELLULAR TELEPHONE NO: () _____

STATE OF INCORPORATION: _____

YEAR BUSINESS WAS ESTABLISHED: _____

FEDERAL EMPLOYER I.D. NUMBER: _____ - _____

YEARS AT PRESENT LOCATION: _____ () Owned () Leased

PRINCIPAL'S SOCIAL SECURITY NUMBER: _____ - _____ - _____

ALL STATEMENTS AND INVOICES WILL BE EMAILED TO THE PROVIDED EMAIL ADDRESS. IT IS THE APPLICANT'S RESPONSIBILITY TO PROVIDE THEIR CURRENT EMAIL ADDRESS AND TO ENSURE THAT EMAILS FROM LANDSCAPEHUB.COM ARE NOT BLOCKED OR ALLOCATED AWAY FROM THE APPLICANT'S INBOX.

PRINT OR TYPE OFFICERS OF BUSINESS (FOR DOMESTIC AND FOREIGN CORPORATIONS)

PRINT OR TYPE OWNER(S) OF BUSINESS (FOR SOLE PROPRIETORSHIPS, PARTNERSHIPS AND LIMITED LIABILITY COMPANIES)

FULL NAME	SHAREHOLDER YES/NO?	TITLE IN BUSINESS	HOME ADDRESS	CITY/STATE/ZIP CODE	HOME TELEPHONE #
1.					
2.					
3.					

PRINT OR TYPE NURSERY TRADE REFERENCES (PLEASE LIST FOUR CURRENT REFERENCES)

NAME	ADDRESS (STREET/CITY/STATE/ZIP CODE)	FAX or EMAIL (NO PHONE)
1.		
2.		
3.		
4.		

PRINT OR TYPE ALLIED TRADE REFERENCES (PLEASE LIST TWO CURRENT REFERENCES)

NAME	ADDRESS (STREET/CITY/STATE/ZIP CODE)	FAX or EMAIL (NO PHONE)
1.		
2.		

PRINT OR TYPE BANK INFORMATION

NAME OF BANK:	ADDRESS (STREET/CITY/STATE/ZIP CODE):	TELEPHONE NUMBER:
CONTACT PERSON:	CHECKING ACCOUNT #:	FAX / EMAIL (NO PHONE):

If there is any change of the business or home address (es) or telephone number(s) of any party in this agreement or a change of any other pertinent or material in this agreement, Applicant must notify LANDSCAPE HUB, INC. of all such changes within 10 days of said changes.

CREDIT HISTORY

Name of affiliated and/or parent company if Applicant is a subsidiary or a division: _____

Legal relationship of affiliated entity to Applicant: _____

1. Has your company or any of its principals:

(a)	Ever done business under another name?	() YES	() NO
(b)	Gone through bankruptcy within the past 10 years?	() YES	() NO
(c)	Been denied credit for any reason?	() YES	() NO
(d)	Defaulted on any debt in excess of \$2,500?	() YES	() NO
2. Does your company or any of its principals have any current or pending lawsuits against them? () YES () NO
3. Does your company or any of its principals have any unsatisfied judgments against them? () YES () NO

If you answered YES to any of these questions, please explain each response in sufficient detail to properly determine Applicant's credit worthiness:

TERMS AND CONDITIONS

APPLICANT ACKNOWLEDGES THAT LANDSCAPE HUB, INC.'S REGULARLY STATED CREDIT TERMS ARE NET 30 DAYS FROM DATE OF INVOICE. IF THE ACCOUNT IS NOT PAID IN FULL WITHIN 30 DAYS OF INVOICE DATE, CUSTOMER AGREES TO PAY A SERVICE CHARGE OF 1.5% PER MONTH (SERVICE CHARGES ARE COMPOUNDED ON A MONTHLY BASIS) FROM THE DATE OF INVOICE ON ALL "PAST DUE BALANCES" ("PAST DUE BALANCES" ARE DEFINED AS MATERIAL OR SERVICE PURCHASES, TOGETHER WITH COLLECTION COSTS, LOSSES AND SERVICE CHARGES). PAYMENTS RECEIVED ON PAST DUE ACCOUNTS SHALL FIRST BE APPLIED TO COLLECTION COSTS, THEN TO ACCRUED SERVICE CHARGES INCURRED TO DATE, WITH ANY REMAINING PAYMENT AMOUNT RECEIVED TO THEN BE APPLIED TO ANY OUTSTANDING BALANCES FOR PURCHASES. LANDSCAPE HUB, INC. RESERVES THE RIGHT TO REVERT ANY CREDIT ACCOUNT TO CASH ON DELIVERY TERMS, AT ANY TIME THAT AN ACCOUNT BECOMES DELINQUENT. THESE TERMS ARE STANDARD FOR ALL CREDIT ACCOUNTS.

If Applicant experiences adverse financial conditions that may affect Applicant's credit worthiness or its ability to satisfy its debt to LANDSCAPE HUB, INC. within the terms of this Agreement, Applicant hereby acknowledges that LANDSCAPE HUB, INC.'S position as a creditor may be at risk and therefore, Applicant agrees to immediately notify LANDSCAPE HUB, INC. of its current financial position.

IN THE EVENT OF DEFAULT IN PAYMENT OF ANY AMOUNT DUE AND IF THIS ACCOUNT IS PLACED WITH ANY AGENCY OR ATTORNEY FOR COLLECTION OR LEGAL ACTION, APPLICANT EXPRESSLY AGREES TO PAY ANY AND ALL ADDITIONAL CHARGES EQUAL TO THE COST OF COLLECTION INCLUDING, BUT NOT LIMITED TO, COLLECTION AGENCY AND REASONABLE ATTORNEY'S FEES AND COURT COSTS AND RELATED EXPENSES INCURRED UNTIL ALL SUMS DUE AND OWING LANDSCAPE HUB, INC. HAVE BEEN PAID IN FULL. APPLICANT FURTHER EXPRESSLY AGREES TO PAY ALL ACCRUED SERVICE CHARGES ON SAID PAST DUE BALANCES FROM DATE OF DELIVERY OR RECEIPT OF SAID MATERIALS AND/OR SERVICES THROUGH THE DATE OF FINAL PAYMENT AT EITHER 1-1/2% PER MONTH, COMPOUNDED MONTHLY, OR THE MAXIMUM RATE ALLOWED BY THE LAWS OF THE STATE OF ILLINOIS GOVERNING THESE TRANSACTIONS (WHICHEVER RATE IS LESSER).

In the event suit is commenced to recover any sum due hereunder, Applicant expressly consents and agrees that venue and jurisdiction are proper in Illinois, and that the substantive laws of the State of Illinois shall govern the rights and remedies of the parties to this Agreement. If any provision or portion of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, unconscionable, ambiguous or otherwise unenforceable, in whole or in part, and such determination becomes final, such provision or portion shall be deemed to be severed or limited, but only to the extent required to render the remaining provisions or portions of this agreement enforceable, and the agreement as thus amended shall be enforced to give effect to the intention of the parties insofar as that is possible.

To the fullest extent permitted by law, Applicant and Guarantor(s) stipulate and agree that the obligations evidenced hereunder are absolute and unconditional and are not subject to (i) offset, (ii) counterclaim, (iii) reduction, (iv) discharge in bankruptcy, and/or (v) mitigation by virtue of any claim or action which Applicant and/or Guarantor(s), or any other person or entity, may have or assert against LANDSCAPE HUB, INC. (the claims of LANDSCAPE HUB, INC. against Applicant or Guarantor(s) being independent of all such other claims or actions).

I have read and understand this entire agreement and accept the terms and conditions herein stated. My signature attests to Applicant's financial responsibility, ability and willingness to pay Applicant's invoices under said terms and Applicant assumes the liability incurred through purchases made from LANDSCAPE HUB, INC. The above information is for the purpose of obtaining credit and is warranted to be true. Applicant hereby authorizes LANDSCAPE, INC. to investigate the references listed herein pertaining to Applicant's credit and financial responsibility. Applicant expressly authorizes all third parties doing business with Applicant to make disclosures to LANDSCAPE HUB, INC. of material information pertaining to Applicant's credit worthiness.

X _____
Signature of Duly Authorized Officer or Agent Printed Name of Signatory Title of Owner, Officer or Agent Date

CREDIT AMOUNT REQUEST: \$ _____

The undersigned, being an officer, director, shareholder or other duly authorized officer or agent of the Applicant, in consideration of and to induce the extension of credit and the sale and delivery to Applicant by LANDSCAPE HUB, INC. of supplies, materials and/or services, on such terms and conditions as LANDSCAPE HUB, INC. may from time to time extend to the Applicant, does hereby personally guarantee (jointly and severally) absolutely and unconditionally, the payment of all monies or sums due, or which may hereafter become due, as a result of the extension of credit, the sale of supplies, material and/or services, or upon any other indebtedness evidenced by any note, trade acceptance or open book account, without the necessity of recourse first to Applicant.

X _____ X _____
Signature and Printed Name of Guarantor Date Signature and Printed Name of Additional Guarantor Date

PLEASE DO NOT WRITE IN THE SPACE BELOW

Reference Results: _____ Credit Approved: Yes No Date: _____

Credit Limit: _____

