



APPLICATION FOR CREDIT

PERFORMANCE NURSERY CORP.
6001 E. LOS ANGELES AVENUE
SOMIS, CA 93066
PH:805-386-0707 FAX:805-386-0750

Business Name: _____

Address: _____
City State Zip

Telephone: _____
Fax Cell

Own: _____ Lease: _____ Rent: _____ Years at location: _____

Years in business: _____ Type of business: _____

Type: Corp. _____ Co-Partnership _____ Sole Owner _____ LLC _____

Federal ID: _____ State ID: _____

Re-Sale #: _____ State of Incorporation: _____

OWNERSHIP / OFFICERS:

Name: Last, MI, First Position/Title

Address: City State Zip

Name: Last, MI, First Position/Title

Address: City State Zip

Name: Last, MI, First Position/Title

Address: City State Zip

FINANCE:

Bank Name: _____ Phone: _____

Bank Address: _____
City State Zip

Contact: _____ Account #: _____

REFERENCES, 3 Required:

Name: _____ Phone: _____

Address: _____
City State Zip

Contact: _____ Fax: _____

Name: _____ Phone: _____

Address: _____
City State Zip

Contact: _____ Fax: _____

Name: _____ Phone: _____

Address: _____
City State Zip

Contact: _____ Fax: _____

Have you done business with Performance in the past: _____

Under what name: _____

I/We understand that all information provided herein is for the purpose of obtaining credit and such information will be handled in confidence. The undersigned has read and agrees to the Terms and Conditions set forth in the upcoming portion of this application titled "Terms and Conditions". I/We personally guarantee all debts incurred under the name of the firm. I/We further guarantee to Performance Nursery and it's DBA's payment of the full amount, including accrued interest of any and all extensions of credit, loans or advances to and all indebtedness of or endorsed by any and all acceptances, notes, overdrafts any and all expenses of collection under this guarantee and of any other indebtedness or liability to or held by Performance from time to time and at all time hereafter.

By: _____ By: _____
Signature Name of Company

SS: _____ SS# _____

By: _____ By: _____
Title Printed Name

“TERMS AND CONDITIONS”

1. Performance Nursery Corp. and its DBA's ("Performance") shall from time to time deliver nursery products (the "Products") to the company executing this document (the "Buyer"). Such deliveries shall be subject to and pursuant to these "Terms and Conditions". These Terms and Conditions shall not be changed, altered or amended, without the express written consent of Performance.
2. Buyer hereby represents and warrants that the buyer is financially able to meet any commitment under these Terms and Conditions, that all information provided to Performance for the purpose of securing credit is accurate and complete and Buyer will pay its invoices according to these Terms and Conditions. Payments for all products shipped to or picked up by Buyer shall be due as follows (a) the full amount of each invoice for purchases made by it is due and payable within thirty (30) days of its date and (b) in the event Buyer fails to pay the full amount of each invoice within thirty (30) days of its date, Performance will be entitled to a service charge at 1.5% per month (18% per annum).
3. We agree that any discounts provided in connection with the sale of the Product shall no longer be applicable and shall be backcharged if it becomes necessary to initiate outside collection action. Buyer also agrees to pay any and all collection expenses including attorney's fees and court costs should they be necessary to effect collection of our account.
4. It shall be the Buyers responsibility to verify the accuracy of the quantity of Products upon receipt and all claims of shortages or defects in quality must be made in writing within seven (7) days of delivery or receipt. In the event the Buyer does not provide such a claim in writing within the required seven (7) days, Buyer shall have waived all defenses it may have relating to the quality or quantity of products shipped or received by or from Performance. All promises of delivery are approximated as closely as possible by Performance, but are subject to weather conditions, fire, strikes, disputes with workmen, flood, accidents, embargoes, delays in transportation, mechanical breakdown, shortages in fuel, water or other materials, shortages of labor, action by government agency and to any other acts of God or causes beyond reasonable control of Performance. In no event will Performance assume any responsibility for delays in shipments or delivery for causes outside of its direct control.
5. Buyer acknowledges, guarantees and warrants to Performance that the person signing this contract, any future invoices evidencing materials purchased pursuant to this contract, any Financial Statements, any bill of lading, delivery ticket or receipt is a person authorized to sign the same. Financial Statements, credit information, information supplied by Buyer or by other on Buyer's behalf, or agreement are a part of this contract.
6. The acceptance of any individual order and terms of payment on all sales are subject to approval by Performance. Performance shall not be bound to perform under this agreement unless either sends written confirmation to Buyer of Buyer's order or ship goods under an invoice to Buyer.
7. in consideration of delivery, pick-up or receipt of any fashion of the Products pursuant to this contract, Buyer grants to and Performance retains a security interest pursuant to the Uniform Commercial Cod of the State of California, in the Collateral, as herein defined. Buyer assumes all risk of loss or damage to said products upon acceptance by a common carrier or placement of the products on Buyer's trucks or other modes of transportation. All parties agree that this document constitutes a Security Agreement. This Security Agreement shall encumber the following property of Buyer: all accounts, contract rights, instruments and intangibles of Buyer, accounts receivables, inventory, equipment, machinery, products, books and records, and proceeds of the foregoing (the collateral). In the event of non payment pursuant to the terms hereof, Buyer grants to Performance (i) all powers given to a secured creditor covered by the Security Agreement hereunder (ii) the right to obtain a pre-judgment writ of attachment in the event of any dispute hereunder and (iii) the right to take all actions and execute all documents necessary to perfect such a security interest without further consent by Buyer, including without limitation Performance executing on Buyer's behalf a UCC1 financing statement. Buyer herein appoints Performance its lawful attorney and agent with full power of substitution for Buyer and its name, place and stead in any and all capacities, to execute any document needed to perfect the security interest granted hereunder and to file same with appropriate government authorities, granting unto said attorneys-

in-fact and agents full right, license, power and authority to do so and perform each and every act and thing requisite and necessary to be done, as fully to all intent and purposes as Buyer might or could do in person, hereby notifying and confirming all said attorneys-in-fact and agents or their substitutes may lawfully do so or cause to be done by virtue hereof.

8. THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, REGARDING FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, OTHER THAT FOR A PERIOD OF SEVEN (7) DAYS FROM DELIVERY OR RECEIPT OF ANY NATURE WITH RESPECT TO THE SPECIFIC DESCRIPTION OF THE PRODUCTS ON THE SPECIFIC INVOICE RELATED THERETO, UPON THE EXPIRATION OF SUCH SEVEN (7 DAY PERIOD), BUYER SHALL BE DEEMED TO HAVE UNCONDITIONALLY ACCEPTED SUCH PRODUCTS AND ANY AND ALL REPRESENTATION AND WARRANTIES REGARDING SUCH PRODUCTS, WHEATHER EXPRESS OR IMPLIED SHALL IMMEDIATLEY TERMINATE AND BE OF NO FURTHER FORCE OR EFFECT. IN THE EVENT THAT AN ERROR IS MADE BY PERFORMANCE, IE: AN INCORRECT PLANT SENT, PERFORMANCE WILL, UPON RECEIPT OF SAID PLANT REIMBURSE TO THE BUYER THE PRICE PAID FOR SAID PLANT ONLY.
9. The duties of the Buyer under this Agreement may not be delegated, and the rights of the Buyer under this agreement may not be assigned, without prior written consent of Performance. This agreement shall be governed and construed in accordance with the Laws of the State of California and in the event of a dispute; proper venue shall be Ventura County, California.
10. Any plant material returned within thirty (30) days or rejected at delivery may be subject to a 30% re-stocking fee. No returns will be accepted after thirty (30) days. Determination will be made once the plant material is returned to out yards and inspected by our personnel. It will be the responsibility of the Buyer's representative to inspect the plant material at the time of delivery, for conformity, as explained to the Buyer by our Sales staff. Plants removed from their containers, planted or neglected will NOT be accepted for credit. Arrangements for returns must be made ahead of time, as our drivers will NOT pick up any plant material unless authorized by Performance Nursery.

By: _____

Title: _____ Date: _____

PERSONAL GUARANTEE TO PERFORMANCE NURSERY, PERFORMANCE AND SOUTH BAY GARDENS.

For good and valuable consideration in the sale to the undersigned individual(s) hereby unconditionally guarantee the payment of any indebtedness, which may at any time and from time to time be owing to you by the said account. I (We) agree to be and remain jointly and / or separately responsible, and you will be required to make demand upon or take action to exhaust remedies against the above name account as a condition to the enforcement of this guarantee.

By: _____

Title: _____ Date: _____