



P. O. Box 701084 • Dallas, Texas 75370-1084
(972) 661-9600 • FAX (972) 661-0113 • TOLL FREE 1-800-527-4256

Credit Application and Agreement

Customer Information:

Company name _____

Physical address _____ Mailing address (if different) _____

City _____ State _____ Zip _____ City _____ State _____ Zip _____

Telephone number(____) _____ FAX number(____) _____

Business activities: (Check all that apply) Interiorscape Landscape Garden Center
 Florist Wholesale/Grower Mass Market Other: _____

Business type: Corporation Partnership Proprietorship

Name & title of Proprietor or Principal officer _____

Year business was established: _____ Years under present ownership: _____

Bank reference:

Bank name _____ Address _____

City _____ State _____ Zip _____ Phone(____) _____

Officer _____ Checking Account # _____ Savings Account # _____

Trade references: List three (3) with which you have credit terms.

Name _____ Address _____

City _____ State _____ Zip _____ Phone(____) _____

Name _____ Address _____

City _____ State _____ Zip _____ Phone(____) _____

Name _____ Address _____

City _____ State _____ Zip _____ Phone(____) _____

1. Upon approval of this Credit Application, **Charlie Cook Associates, Inc.**, hereinafter referred to as "Creditor", agrees initially to extend credit to Customer and will advise Customer of the approved credit limit.
2. Customer hereby authorizes Creditor to investigate Customer's credit record and to report Customer's performance under this transaction, or any other agreement between Creditor and Customer, to credit agencies, specifically including, but not limited to Florida Growers Credit Association.
3. If any charge or payment is not paid by customer within fifteen (15) days after its due date, Customer agrees to pay a service charge on the amount owing, equal to one and one-half percent (1½%) per month or the highest rate allowed under applicable law, whichever is lower.
4. If any claims arise with respect to defects in quantity or quality, or as to any other matter, Creditor shall not be liable, if at all, unless Customer shall make written claim to Creditor within seventy-two (72) hours after receipt of any shipment involved in such claim, and failure to present such claim within that time will be considered a waiver of the claim. Any claims made by telephone shall be confirmed immediately in writing to Creditor.
5. All shipments are F.O.B. point of shipment. The Customer agrees to resolve all claims arising from shipment directly with the carrier.
6. Customer acknowledges that in the event of non-payment, its account will be assigned for collection to Florida Growers Credit Association, Plantation, Florida, or any other Assignee of Creditor. Customer waives any claim of jurisdiction or venue in the county or state of Customer's residence or place of business, and agrees that should suit be instituted, personal jurisdiction, as well as venue, will be exclusively in Broward County, Florida. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY.

PLEASE READ AND COMPLETE ALL PAGES, SIGN AND RETURN

7. In the event that Florida Growers Credit Association, or any other Assignee of Creditor institutes legal proceedings to collect any amount due and owing, then Customer will be responsible for any costs incurred in collecting such amount, including, but not limited to, reasonable attorney's fees and court costs incurred at both the trial and appellate levels.
8. If any provision hereof is deemed invalid or unenforceable to any extent, the remainder of the terms hereof will not be affected thereby and will be enforced to the greatest extent permitted by law.
9. CREDITOR SHALL NOT BE LIABLE FOR PROSPECTIVE PROFITS OR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES; IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY SHALL BE REPAIR OF REPLACEMENT OF NON CONFORMING GOODS.

Dated _____

Company name _____

By _____
Name/Title (please print)

Signature _____

Federal Identification Number _____

PERSONAL GUARANTY

WHEREAS, _____ (name of "Customer")
is or may become indebted to **Charlie Cook Associates, Inc.;**

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 debt.

In the event of default 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 any notice having been given to Guarantor previous to such demand of the creating 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 Creditor 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 will be assigned for collection to FLORIDA GROWERS CREDIT ASSOCIATION, Plantation, Florida, or any other Assignee of Creditor, and shall be construed according to the laws of the State of Florida. Guarantor acknowledges that, should suit be instituted, jurisdiction of the person and subject matter, as well as venue, shall properly be in Broward County, Florida. This is not a contract of suretyship.

EXECUTED this _____ day of _____, 19 _____

Home address:

Guarantor's Name (Please Print)

Street

Guarantor's Signature

City/State/Zip

Guarantor's Social Security Number

THIS AREA FOR OFFICE USE ONLY

CREDIT: Approved Disapproved Limit: \$ _____ Date: _____ Initial: _____

Remarks: _____

Authorization to Release Information

I hereby authorize our trade and bank references to release any information necessary to assist in establishing an open account with Charlie Cook Associates, Inc. A photocopy or other facsimile of this form, including my signature, will be considered a bona fide authorization.

Company Name: _____

Address: _____

City, State, Zip: _____

Name and title: _____

Signature: _____ Date: _____