

Butler's Foliage Inc
P.O. Box 92-4297 * Princeton, FL 33092
(800) 342.1398 Phone: (305) 238.1018 Fax: (305) 378.6954

**Wholesale Only Certified for California, Texas, Arizona, Canada and EUC.
Credit Application and Agreement**

Name of Business _____
Billing Address _____ City, State, Zipcode _____
Shipping Address _____ City, State, Zipcode _____
Telephone Number _____ Fax Number _____
Email _____ Type of Business _____
Years in Business _____ Amount of Credit Requested _____ Estimated Net Worth _____

Ownership (check one) Proprietorship Partnership Corporation
Name of Owner, Partner and/or Principal Officer: _____ Title: _____
Name of Owner, Partner and/or Principal Officer: _____ Title: _____

References

Bank Name and Address	Phone #	Account #	Checking Account Avg. Balance	Other Accounts Avg. Balance	Loan History		Contact Name
					Maximum Credit	Present Bal Owed	
1)							
2)							
Customer Comments:							

Trade Name	Phone # Fax #	Manner of Payment	Balances Due		Date Sold		Highest Credit	Contact Name
			Current	Past Due	From	To		
1)								
2)								
3)								
Customer Comments:								

- Customer hereby authorizes Butler's Foliage, Inc. 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, and/or its members.
- If any changes or payment is not paid by Customer within fifteen (15) days after its due date, Customer agrees to pay a default interest charge on the amount owing, equal to five percent (5 %) per month or the highest rate allowed under applicable law, whichever is the lower.
- If any claims arise with respect to defects in quantity or quality, or as to any other matter, Butler's Foliage, Inc. 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 a claim, and failure to present any 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 Butler's Foliage, Inc.

PLEASE READ TERMS ON BOTH SIDES

- 4. All shipments are F.O.B. point of shipment. **The Customer agrees to resolve all claims arising from shipment directly with the carrier.**
- 5. Customer acknowledges that in the event of nonpayment, its account will be assigned for collection to a Credit Association and/or Agency of the Creditor's choice. 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 Miami-Dade County, Florida. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO TRIAL BY JURY.
- 6. In the event that BUTLER'S FOLIAGE, INC. institutes legal proceedings to collect any amount due 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.
- 7. 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.
- 8. CREDITOR SHALL NOT BE LIABLE FOR LOSS OF 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 OR REPLACEMENT OF NONCONFORMING GOODS.
- 9. Under FCC Regulation 03-153, which can be further referenced with pages 10-114 at web address: <http://hraunfoss.i.c.gov/edocspublic/attachment/fcc-03-153.pdf>, regarding the Telephone Consumer Protection Act, the Customer hereby authorizes consent to receive faxes sent by or on behalf of Butler's Foliage, Inc.

Dated: _____ Company Name _____

Printed Name and Title _____

Fed. Tax Identification # _____ Social Security # _____

SIGNATURE _____

PERSONAL GUARANTY

WHEREAS, _____ (Name of Customer is or may become indebted to Creditor BUTLER'S FOLIAGE, 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 goods sold and/or the credit extended.

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 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 Customer or others liable on such indebtedness.

This Guaranty is executed and delivered as an incident to a credit transaction and in the event of nonpayment as agreed by Customer or Guarantor, it shall be construed and enforced in accordance with the laws of the State of Florida. Guarantor acknowledges that, should collection efforts be instituted, Guarantor shall be responsible for Creditor's costs and reasonable

attorney's fees, and that both jurisdiction of the person and subject matter, and venue, shall lie in Miami-Dade County, Florida. This is not a contract of suretyship.

EXECUTED this _____ day of _____, 20_____.

Guarantor's PRINTED Name _____

SIGNATURE _____ Social Security Number _____

Home Address _____ City/State/Zip code _____