

20511 F. St., Rupert, ID 83350 • Office: 208-438-8733 • Fax: • PYmNy'h@tULmLg"qY/gA.com

Business Legal Name _____

Trade Name _____

Street Address _____

Mailing Address _____

Shipping Address (attach separate page if multiple) _____

City & State _____ Zip Code _____

Bus Tel (_____) _____ Fax (_____) _____

Business Website _____

Contact Person for Payment _____ Title _____

Phone # (_____) _____ Email Address: _____

Type of Business: Corporation Partnership Sole Proprietor Other _____

Federal Tax Identification Number _____

Date Business Started _____ Have you purchased from TqHnH/p061D before? _____

*Are you a party to a lawsuit? _____ *Have you declared bankruptcy in the last 10 yrs.? _____

*List of officers, partners, members, or individual owner and current physical home addresses:
(Attach list if needed)

*List of other business entities in which the principal(s) is currently involved in and those previously involved in and how they were concluded (Attach list if needed)

***Only fill out the questions with the * if you are filling out the credit application portion of this document.**



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Understanding your business will help the team at *Tri City Nursery South* better serve you. Please take a few moments to answer the questions below.

Business Name: _____ **In Business Since:** _____

Number of crews: _____ **Average Number of Projects Annually:** _____

Average Job Size: \$ _____ **Average Season Start / Stop Dates:** ____ to ____

Yard Location(s): _____

Hold Plant Material at Yard? (Y / N) Accept shipments at yard / job sites? (Y / N)

Business Type: (Sole-Proprietor / Family-Owned / Investor Backed / Corporation / Franchise / Other: _____)

Customers: (Commercial / Residential New / Residential Custom / Design Build / Maintenance / Government / Golf Course / Other: _____)

Services: (Shrub and Tree planting / Maintenance / Hardscapes / Irrigation /

Landscape Design / Environmental Restoration / Snow Removal

Other: _____)

Geographies Served: _____

Preferred Communication: (Text / E-Mail / Phone / Fax / Mail / Other: _____)

What brought you to Tri City Nursery South? _____



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TERMS AND CONDITIONS

Prices

Quoted prices are for the trade only and are subject to change without notice. Prices do not include federal, state, or local taxes, which are a Buyer's sole responsibility. All prices are quoted in U.S. dollars, F.O.B. Rupert, Idaho.

Initial Orders

Unless credit has been approved, all initial orders are to be paid in full before shipment can take place.

Subsequent Orders

All subsequent orders are cash unless arrangements for credit have been established. To establish credit, a completed and signed credit application must be forwarded to Tri City Nursery South LLC. A submitted credit application does not constitute establishment of credit.

Payment Terms

All invoices are due per Tri City Nursery South's Credit Terms and Conditions listed herein. Payment on initial orders must be executed as listed under "Initial Orders" above. Accounts not paid in full within terms involved with each transaction will be considered **past due**. **Terms** are as **previously arranged**. **Otherwise, if no terms have been set up, they will be considered CBD (Cash Before Delivery)**. Past Due accounts will accrue finance charges at the rate of (1.00%) per month (12%) per annum from the Due Date. Past Due accounts may have credit privileges temporarily/permanently restricted to a cash-only basis until satisfactory evidence warrants otherwise. Accounts past due for more than 90 days may be turned over to a collection agency at the discretion of the seller with all collection costs and attorney fees for collection of any amount due to be included in total amount due.

Fees

Accounts will be charged \$35 per NSF check. An NSF check may result in a cash-basis credit status.

All credit card payments beginning June 1st, 2019 will now incur a 2.5% convenience fee on the overall order which will be charged at the time of payment.

Guarantee

Seller gives no other warranty, expressed or implied. Tri City Nursery South reserves the right to cancel all or a portion of stock on order should there be injury from insect and disease, error in counts, weather conditions or other causes beyond our control.

Shipping/Claims

Upon receipt of goods by client, any product **shortages** should be reported immediately (within 24 hours) to your Tri City Nursery South account representative or shipping department.

All **damages** resulting from the neglect or mishandling by common carrier shall be addressed with said common carrier. In this case, the invoice shall be paid in full within agreed terms of sale. Resulting shortages due to damage by Tri City Nursery South delivery may be remedied according to methods listed under "**shortages**" above. Clients picking up their own plant materials are required to do their own verification according to the most recent, signed acknowledgement with respect to the order. Any damages or shortages subsequent to client picking up materials will be considered client's own loss.

All shipments are F.O.B TCS nursery. All shipments require written confirmation before Tri City Nursery South will release the shipment.

Returns

Once you have signed the packing slip the material is yours. We do not accept returns under any circumstances.

Waiver/Duty to Inspect

Client agrees to examine immediately upon receipt, each of Teton Trees' statements and to advise Teton Trees of any disputed transactions or statements within 10 days of receipt, together with a written statement specifying the reasons for such dispute. Failure to notify Teton Trees of any dispute with respect to defective goods or billing shall constitute a waiver of all such disputes.

By _____ Title _____
Owner, Partner or Officer (Please Print)

Signature X _____ Date _____

The Federal Equal Opportunity Credit Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Division of Credit Practices, 6th Street and Pennsylvania Avenue, NW, Washington, DC 20580.



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CONFIDENTIAL CREDIT APPLICATION

Names and addresses of at least four established trade references from whom you are presently purchasing and all creditors to whom you are currently past due. (Attach list if needed)

Company Name:	Company Name:
Contact:	Contact:
Address:	Address:
City/State/Zip	City/State/Zip
Phone () Fax()	Phone () Fax()

Company Name:	Company Name:
Contact:	Contact:
Address:	Address:
City/State/Zip	City/State/Zip
Phone () Fax ()	Phone () Fax()

Amount of Credit Requested \$ _____ State Sales Tax # _____

A photo copy of your state tax resale or exemption certificate must accompany this application before any of your purchases can be tax exempt. Your business must be of the nature that assures the resale of products purchased or under Idaho State Law we must collect sales tax.

The undersigned certifies under the penalty of perjury that the information and statements in this application are true and complete and are made for the purpose of inducing Teton Trees L.L.C. to establish an open account line of credit and that the seller intends to rely on all of the information presented in this application in determining its creditworthiness. In consideration of and in order to establish an open account line of credit, the undersigned promises to pay for all purchases in accordance with the terms of sale set by Teton Trees L.L.C... Payment of invoices billed is due no later than the 30th day following the purchase unless otherwise explicitly authorized in writing by Teton Trees L.L.C. For the consideration of extension of credit, the undersigned promises to pay to the order of Teton Trees L.L.C. all service charges on or before the due date of each month following the date of any and all charges. In the event said account becomes past-due pursuant to the terms of sale, the undersigned agrees to pay interest to Teton Trees L.L.C. at the rate of one percent (1.00%) per month or twelve percent (12%) per annum. All invoices are due per the terms of sale of Teton Trees LLC. All amounts for purchases from Teton Trees LLC are payable to the address of: 20511 F St., Rupert, Idaho 83350. The undersigned agrees that if payment on said account is not made on or before the due date and the account is placed in the hands of an attorney for collection, or suit is brought on same, or same is collected through probate or bankruptcy proceedings, the undersigned shall be liable for all costs of collection including reasonable attorney's fees. The undersigned further agrees that if suit is brought, the venue for any litigation shall be Minidoka County, Idaho. Teton Trees reserves the right, but not the obligation, to net monies due from the undersigned applicant including freight or transportation charges. The parties hereto knowingly and intentionally waive the right to a jury trial on any issue or dispute that may arise between them. Applicants do hereby expressly and irrevocably waive any notice and/or hearing, which may be required for pre-judgment remedies under the statute of the state of Idaho. The undersigned also agrees that notification must be given to Teton Trees LLC in writing, and by certified mail of any change in ownership, the business name or the business structure under which credit is established. The undersigned agrees to provide financial statements to Teton Trees upon written request at any time during the tenure that credit is offered to the client by Teton Trees. The undersigned hereby authorizes Teton Trees to execute and file on behalf of the undersigned any such UCC financing and continuation statements as Teton Trees deems necessary to perfect its, and/or its Assignee's security interest in any purchases made to the undersigned's account. The person executing this agreement has authority to bind the customer and is authorized by the customer to enter into the credit application terms and conditions. I (We) certify that this request is for the extension of credit for business purposes only and is not intended for the extension of credit for personal, family or household purposes.

By _____ Title _____
 Owner, Partner or Officer (Please Print)

Signature X _____ Date _____

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Bank Reference:

Name of Bank _____ Officer _____

Address _____ City _____ State _____ Zip _____

Phone No.() _____ Checking Account No. _____ Savings _____

I (we) hereby authorize Teton Trees L.L.C. or its agent(s) to request and receive credit information regarding me (us) from the bank and references furnished in this application and from any other source deemed reliable by Teton Trees L.L.C. and I (we) waive any rights or actions which may occur under the Federal Privacy Act or any other law or statute of the United States or the State of Idaho.

By _____ Title _____
Owner, Partner or Officer (Please Print)

Signature X _____ Date _____

The Federal Equal Opportunity Credit Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Division of Credit Practices, 6th Street and Pennsylvania Avenue, NW, Washington, DC 20580.



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GUARANTY

In order to induce Teton Trees L.L.C. to sell materials and extend credit to:

_____ (Address)

And for good and valued consideration, I/we the undersigned, hereby personally guarantee the payment of all such sums of money as may now be due or may at any time hereafter become due to Teton Trees L.L.C.

This is an absolute, continuing, unlimited guaranty, if the primary debtor does not pay, the obligation becomes the immediate liability of the guarantors, jointly and severally.

All payments shall be made to Teton Trees L.L.C. in their offices at 20511 F St. Rupert, ID 83350. The extension of time of payment, the acceptance or release of notes, drafts, other guaranties, or any security, shall in no way weaken or impair the validity of the guaranty. This guaranty will continue to be in effect until revoked in writing. The undersigned further agrees that its liability for payment will include all costs of collection, including reasonable attorney's fees, together with interest at the rate of 12% per annum pursuant to terms of sale, until paid.

I/We or either of us agrees that this contract is performable in Minidoka County, Idaho, and waive the right to be sued elsewhere.

Executed this the _____ day of _____, 20_____

X _____
Individual Guarantor Signature Printed Name Title

X _____

The Federal Equal Opportunity Credit Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Division of Credit Practices, 6th Street and Pennsylvania Avenue, NW, Washington, DC 20580.

SECURITY AGREEMENT

Security agreement made this ____ day of _____, 2019 by and _____ of, _____ (address) herein referred to as "**Customer/Debtor**", ~~and~~ **Secured Party**, hereinafter referred to as "**Secured Party**."

For valuable consideration and on the terms and conditions stated in this agreement, Customer/Debtor transfer and grant to Secured Party a security interest to the collateral described below and agree that the Secured Party shall have the rights stated in this agreement with respect to the collateral in addition to all other rights which Secured Party may have by law. The collateral description is as follows:

The word "collateral" as used in this agreement means the following described property, whether now owned or hereinafter acquired, whether now existing or hereafter existing, and wherever located, to which Customer/Debtor is giving to Secured Party a security interest for the payment of all indebtedness now existing or future indebtedness and liabilities in performance of all other obligations under this agreement: **All nursery stock, inventory, accounts, machinery and equipment and general intangibles.** In addition, the word "collateral" also includes all the following items, whether now owned or hereafter acquired, whether now existing or hereafter existing and wherever located.

- A. All accessions, attachments, accessories, tools, parts, supplies, replacement of and additions to any of the collateral described herein, whether added now or later.
- B. All products and produce of any of the property described in this collateral section.
- C. All accounts, general intangibles, instruments, rents, monies, payments and all other rights existing out of a sale, lease, consignment, or other disposition of any of the property described in this collateral section.
- D. All proceeds (including insurance proceeds) from the sale, destruction, loss or other disposition of any of the property described in this collateral section and sums due from a third party who has damaged or destroyed the collateral or from that party's insurer, whether due to judgment, settlement or other processes.
- E. All records and data relating to any of the property described in this collateral section, whether in the form of a writing, photograph, microfilm, microfiche or electronic image, together with all of Customer/Debtor's right, title and interest in and to all computer software required to utilize, create, maintain, and process any such records or data on electronic media.

CREATION OF SECURITY INTEREST

Pursuant to the provisions of the Idaho Uniform Commercial Code, Customer/Debtor grants to Secured Party a security interest in the collateral described above to secure the payment or performance of Customer/Debtor's obligations to Secured Party described in Section Three.

OBLIGATIONS SECURED BY THIS AGREEMENT

The obligations secured by this agreement are:

- A. Payment and performance of all open accounts and existing and future obligations including renewals and extensions of the same, and any additional loans and advances made in the future by Secured Party to Customer/Debtor including those arising under this agreement; and
- B. The expenses, including attorney fees and legal expenses, incurred or paid by Secured Party in the preservation or enforcement of the rights of Secured Party, or the obligations of Customer/Debtor under this agreement, including such expenses incurred by Secured Party in performing for the account of Customer/Debtor or any obligation of Customer/Debtor.

COLLATERAL-LOCATION

Except on the prior written consent of Secured Party, the collateral shall be kept and maintained at the location specified above as the location of the collateral.

POSSESSION OF COLLATERAL

On default under this agreement or under any obligation secured by this agreement, or if at any time the Secured Party believes that the collateral is in jeopardy, or if Secured Party otherwise deems itself insecure, Secured Party may, without notice to Customer/Debtor, take possession of the collateral and may enter and remain on the premises for the purposes of this agreement

ACCELERATION ON DEFAULT

On default under this agreement or under any obligation secured by this agreement, or whenever Secured Party deems itself insecure, Secured Party may, without notice to Customer/Debtor, accelerate the payment or performance of any or all of the obligations of Customer/Debtor under this agreement.

USE AND OPERATION OF COLLATERAL BY SECURED PARTY

Whenever the collateral is in the possession of Secured Party, Secured Party may use, operate and consume the collateral as appropriate for the purpose of performing the obligations of Customer/Debtor with respect to the same.

DISPOSITION OF COLLATERAL/DEFAULT

Upon default Secured Party shall have all remedies allowed under the Idaho Uniform Commercial Code and as set out herein. It is agreed that public or private sales, for cash or on credit, to a wholesaler or retailer or user of collateral of the types subject to this security agreement, or at public auction, are all commercially reasonable, since differences in the sales prices generally realized in the different kinds of sales are ordinarily offset by the differences in the costs and credit risks of such sales.

POWER OF ATTORNEY

Customer/Debtor appoints Secured Party the attorney-in-fact of Customer/Debtor to prepare, sign and file or record, for Customer/Debtor in the name of Customer/Debtor, any financing statements, applications for registration and like papers, and to take any other action deemed by Secured Party necessary or desirable in order to perfect security interests of Secured Party under this agreement, and to perform any obligation of Customer/Debtor, at the expense of Customer/Debtor, but without obligation to do so.

CHOICE OF VENUE

If there is a lawsuit, Customer/Debtor agrees to, upon Secured Party's request, to submit to the jurisdiction of the courts of Cassia County, State of Idaho, and this agreement will also be interpreted according to the laws of the State of Idaho.

IN WITNESS WHEREOF the parties have executed this agreement the day and year first above written.

TETON TREES

By: -----
Its: -----

Customer/Debtor



20511 F. St. Rupert, ID 83350 (208)438-8733



JOB LIEN INFORMATION SHEET

Sales Representative: _____

Customer Information

Cust acct name: _____

Cust address: _____

Cust phone: _____

City, State, Zip: _____

Job Information

Job name: _____

Physical/shipping address of job: _____

City, State, Zip: _____

Estimated total material cost: _____

Bid #: _____

SCR# (Utah Jobs Only)

Property Owner Information

Owner name: _____

Owner address: _____

City, State, Zip: _____

Owner phone: _____

General Contractor Information

G.C. name: _____

G.C. address: _____

City, State, Zip: _____

G.C. phone: _____

Print and Sign your name and Phone
number: _____

Date of request: _____