



**Wm. Dillard  
Wholesale  
Nursery Co.**

# Credit Application

(PLEASE FILL OUT COMPLETELY)

<b>Amount of Credit Requested:</b> \$ _____
--

**23055 SE Tillstrom • Damascus, OR. 97089 • (503) 665-0515 • FAX (503) 658-7463**

We appreciate the opportunity to be of service to you. Please help us in processing your order by filling out the required items below. We regret not having the chance to sit down and discuss the opening of your account. Thank you again for your interest in our nursery.

## BUSINESS INFORMATION

Business Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
 Billing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_  
 Shipping Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Date Business Established: \_\_\_\_\_ # of Employees: \_\_\_\_\_ Federal ID #: \_\_\_\_\_  
 Accounts Payable Contact: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Phone: \_\_\_\_\_

### Type of Business:

Grower       Wholesale Nursery       Retail Nursery       Other: \_\_\_\_\_  
 Contractor-State: \_\_\_\_\_ License #: \_\_\_\_\_ Bond Co. \_\_\_\_\_ Bond #: \_\_\_\_\_

Are you owned by any outside Entity?     Yes     No  
 If Yes: Name \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_

## OWNERSHIP

Type of Organization:     Sole Proprietor     Partnership     LLC     Corporation; State: \_\_\_\_\_  
 If a Corporation, Registered Agent Is: \_\_\_\_\_ Subsidiary; Parent Co.: \_\_\_\_\_

**Give Name(s), Title(s), % of Ownership. Address and Social Security #'s of all Owners and Officers:**

Name: \_\_\_\_\_ Title: \_\_\_\_\_ % of Ownership: \_\_\_\_\_ SS#: \_\_\_\_\_  
 Home Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Drivers License#: \_\_\_\_\_  
 Name: \_\_\_\_\_ Title: \_\_\_\_\_ % of Ownership: \_\_\_\_\_ SS#: \_\_\_\_\_  
 Home Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Drivers License#: \_\_\_\_\_

## REFERENCES

### Bank References:

Name: \_\_\_\_\_  Checking Account#: \_\_\_\_\_  
 Address: \_\_\_\_\_  Savings Account#: \_\_\_\_\_  
 City/St/Zip: \_\_\_\_\_  Loan(s)Account#: \_\_\_\_\_  
 Phone #: (\_\_\_\_) \_\_\_\_\_  Yes     No    Do you have an Operating Line of Credit?  
 Contact Person: \_\_\_\_\_ Operating Credit Line Account#: \_\_\_\_\_

### Commercial References: (Please use largest available nursery references - Similar in dollar amount to credit requested).

Name: \_\_\_\_\_ Contact: \_\_\_\_\_ Phone # \_\_\_\_\_  
 Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Fax: \_\_\_\_\_  
 Name: \_\_\_\_\_ Contact: \_\_\_\_\_ Phone # \_\_\_\_\_  
 Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Fax: \_\_\_\_\_  
 Name: \_\_\_\_\_ Contact: \_\_\_\_\_ Phone # \_\_\_\_\_  
 Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Fax: \_\_\_\_\_

**Total Sales Per Year: \_\_\_\_\_ Please Attach Your Most Recent Financial Statement.**  
**What percent of annual sales do you buy in? \_\_\_\_\_ %**

# CREDIT APPLICATION MUST BE SIGNED ON THIS PAGE TO BE VALID

Applicant has carefully reviewed the representations set forth above and certifies all such representations to be complete and correct to the best of his/her knowledge. Permission is hereby granted to William Dillard Wholesale Nursery Co., or its agent, to verify credit information from trade & bank references and information provided, and to make all other pertinent credit inquiries as deemed necessary to make a credit determination.

**X** Signed: \_\_\_\_\_

## TERMS OF SALE

Applicant agrees to pay its account within the terms of sale stated upon each invoice from William Dillard Wholesale Nursery Co. Applicant further agrees to pay a service charge of 1.5% per month (18 percent per annum) or the highest rate allowed by law, whichever is lower, on an amount not paid within stated terms of sale. Applicant agrees to pay all cost of collection incurred by William Dillard Wholesale Nursery Co., including, but not limited to collection agency fees and attorney fees, whether or not any legal proceeding is initiated. In any action to collect indebtedness of applicant to William Dillard Wholesale Nursery Co., the prevailing party shall be entitled to recover its costs, disbursements, and attorney fees in connection with such action and any appeal or review. Should it become necessary to file suit to enforce payment, applicant and guarantor(s) agree that such suit may be brought in the county of Clackamas, state of Oregon. Applicant hereby warrants that all purchases William Dillard Wholesale Nursery Co. for which credit is extended will be used solely for commercial purposes and furtherance of its business. The applicant agrees to notify William Dillard Wholesale Nursery Company in writing of any change in the form of ownership within ten (10) days of such change.

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

## PLEASE SIGN BELOW:

**X** Signed: \_\_\_\_\_

**X** Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## PERSONAL GUARANTY

The Undersigned Guarantor unconditionally guarantees and promises to pay when due all indebtedness of every nature now or hereafter at any time owing by applicant to William Dillard Wholesale Nursery Co. This Guaranty covers principal, interest, service charges, attorney fees, and all other obligations of applicant. This is a continuing, irrevocable guaranty.

This guaranty shall remain fully enforceable despite any change in terms of any agreement between applicant and William Dillard Wholesale Nursery Co., including but not limited to the following changes, increases or termination of sales or credit to applicant, any changes in collateral position for applicant's obligation insolvency bankruptcy or reorganization of applicant incorporation of applicant (if not already a corporation) or any change in the organization, management, ownership or business of applicant. This guaranty shall remain fully enforceable notwithstanding any defense asserted by applicant. This guaranty may be modified only in writing. Signed by William Dillard Wholesale Nursery Co.

Guarantor shall pay all attorney fees and cost incurred by William Dillard Wholesale Nursery Co., in enforcing this guaranty whether or not any legal proceeding is initiated, If this guaranty is signed by two (2) or more persons their obligations shall be joint and several.

Dated: \_\_\_\_\_

Guarantor Printed Name: \_\_\_\_\_

**X** Guarantor Signature: \_\_\_\_\_