



### CUSTOMER APPLICATION AND AGREEMENT

#### GENERAL BUSINESS INFORMATION

**Business Name:** \_\_\_\_\_ **Parent Company** (if subsidiary): \_\_\_\_\_

**BILLING Address:** \_\_\_\_\_ **SHIPPING Address** (if different, list all separately): \_\_\_\_\_

Street/Box \_\_\_\_\_ Street \_\_\_\_\_

City \_\_\_\_\_ County \_\_\_\_\_ City \_\_\_\_\_ County \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_ Website: \_\_\_\_\_

**Organization Type** (check one):  Garden Center  Nursery  Greenhouse  Grower  Florist  
 Landscaper  Gift Shop  Hardware Store  Farm Store  Other (please specify) \_\_\_\_\_

**Owner/Officer's Name:** \_\_\_\_\_ SS# (used for credit report) \_\_\_\_\_

Home Address: \_\_\_\_\_ Ph/Cell Number: \_\_\_\_\_

**Owner/Officer's Name:** \_\_\_\_\_ SS# (used for credit report) \_\_\_\_\_

Home Address: \_\_\_\_\_ Ph/Cell Number: \_\_\_\_\_

**Start Date of Present Ownership** \_\_\_\_\_ **Date Established** (if earlier) \_\_\_\_\_

**This business property is**  owned by the business  rented from \_\_\_\_\_

**Purchasing Contact:** \_\_\_\_\_ Title: \_\_\_\_\_

Phone # \_\_\_\_\_ Fax #: \_\_\_\_\_ Email: \_\_\_\_\_

**Accounts Payable Contact:** \_\_\_\_\_ Title: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_ Email: \_\_\_\_\_

**Packing Lists should include** (check one):  Suggested Retail  Our Cost  Both  Neither

**Packing Lists and Acknowledgements should include UPC codes:**  Yes  No

**Do you require purchase order numbers for every order?**  Yes  No

**Invoices:**  Email to \_\_\_\_\_  Fax # \_\_\_\_\_  Mail

**Statements:**  Email to \_\_\_\_\_  Fax # \_\_\_\_\_  Mail

**Order Acknowledgements:**  Not needed  Email to \_\_\_\_\_  Fax to # \_\_\_\_\_

**Shipping Acknowledgements:**  Not needed  Emailed to Purchasing Contact

**Is your location accessible by Semi?**  Yes  No **Receiving Hours?** \_\_\_\_\_

**Do you have access to a forklift for unloading?**  Yes  No

**Initial Credit Limit Requested:** \$ \_\_\_\_\_ **Projected Annual Sales:** \$ \_\_\_\_\_

#### UNIFORM SALES AND USE TAX INFORMATION (please check one):

We are exempt from paying sales tax to Foster's, Inc. and its subsidiaries because merchandise will be resold and we hold a valid Resale Certificate/Sales Tax Permit # \_\_\_\_\_ for the state of \_\_\_\_\_.

Although we will not be reselling purchased merchandise, we are exempt from paying sales tax to Foster's for merchandise we purchase from Foster's because (please explain): \_\_\_\_\_

We **will** pay applicable sales tax to Foster's, Inc. and its subsidiaries.

**BUSINESS CREDIT REFERENCES**

Bank Reference – Bank Name \_\_\_\_\_ Street \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_  
 Checking Account # \_\_\_\_\_ Savings Account # \_\_\_\_\_  
 Loan Officer Name \_\_\_\_\_ Fax # \_\_\_\_\_

Some Commonly Used Credit References (indicate only those that apply):

<u>Our Account #</u>	<u>Reference name</u>	<u>Our Account #</u>	<u>Reference name</u>
_____	Bailey Nursery – St. Paul, MN	_____	Hummert – St. Louis, MO
_____	Ball Seed Co – West Chicago, IL	_____	Koehler & Dramm – Minneapolis, MN
_____	Berry Family – Grand Haven, MI	_____	Monrovia Nursery – Azusa, CA
_____	Henry F Mitchell Co – King of Prussia, PA	_____	Walter’s Gardens – Zeeland, MI

Company Name	Account #	Phone #	Fax #	Email

\*\*\*We reserve the right to require additional financial information\*\*\*

**TERMS OF APPLICATION**

The above firm, herein called “Buyer”, hereby applies in writing for an open credit account with Foster’s Inc. and its subsidiaries for the purpose of obtaining merchandise from Foster’s, Inc. on credit. To induce Foster’s, Inc. to sell merchandise to Buyer on credit, the undersigned individual, in consideration of the premises and other good and valuable consideration hereby guarantees Foster’s, Inc. the full and prompt payment of any and all indebtedness, liability or obligation now existing or hereafter incurred of any kind and nature now and hereafter due to and owing Foster’s, Inc. by Buyer, its successors and assigns, and whether such indebtedness be direct or indirect, absolute or contingent, joint or several and howsoever created, evidenced, held or acquired, and the undersigned agrees to pay all costs, expenses and attorneys’ fees paid or incurred by Foster’s, Inc. in endeavoring to collect such indebtedness and in enforcing this guarantee.

This guarantee is without limit or the amount or character of such liabilities or obligations as are or may be created hereby. The undersigned may revoke this guarantee by written notice delivered or mailed by registered mail by the undersigned to Foster’s Inc., but such revocation shall not affect or release the liability of the undersigned for then-existing indebtedness to Foster’s Inc. and its subsidiaries or any renewals thereof, thereto, and thereafter made.

Buyer acknowledges that there will be a 2% finance charge on past due account balances and agrees to pay such finance charges should they occur. By signing this document, the undersigned affirms that the Buyer will abide by the terms of this agreement, and grants permission for the bank, credit references, and other credit reporting agencies to release the credit information to Foster’s, Inc. The undersigned, under penalty of perjury, swears or affirms that the information provided in this application is true and correct as to every material matter to the best of his/her knowledge.

Signature \_\_\_\_\_ Printed Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_  
 (Person who completed application)

The undersigned hereby authorizes Foster’s, Inc. to utilize a consumer credit report on the undersigned from time to time in connection with the extension or continuation of the business credit represented by this credit application. The undersigned as individual(s) hereby knowingly consent to the use of such credit report consistent with the Federal Fair Credit Reporting Act.

Owner #1 Signature \_\_\_\_\_ Printed Name \_\_\_\_\_ Date \_\_\_\_\_

Owner #2 Signature \_\_\_\_\_ Printed Name \_\_\_\_\_ Date \_\_\_\_\_