



BARTO PA 19504

Phone (877) 412-FARM Fax (610) 845-8958

Credit Application and Account Agreement

For the purposes of establishing credit and agreement as to terms of future purchases, the undersigned represents

Applicant, Legal Name: _____ **DBA** _____

Mailing Address: _____

Shipping Address: _____

Phone: () _____ - _____ **Fax:** () _____ **Email:** _____

A/P Contact: _____

Organization (Check One)

Partnership___ **Proprietorship**___ **Corporation**___ **LLC** ___

Do you require Purchase Order Numbers? _____

Description of Business: _____

Present Ownership Since: _____

Business Location is: **Rented** ___ **Leased** ___ **Owned** ___ **Mortgaged** ___

Federal Taxpayer ID# _____ **Business License#:** _____ **Type:** ___

Have you at this, or any other business declared bankruptcy? **Yes**___ **No** ___

Owner, Partners, Corporate Officers, Guarantors

Name: _____ **Title:** _____ **SSN:** _____

Home Address: _____ **City:** _____

State: _____ **Zip Code:** _____

Name: _____ **Title:** _____ **SSN:** _____

Home Address: _____ **City:** _____

State: _____ **Zip Code:** _____

Name: _____ **Title:** _____ **SSN:** _____

Home Address: _____ **City:** _____

State: _____ **Zip Code:** _____

Credit and Trade References

Firm Name: _____

Address: _____ **City:** _____

State: _____ **Zip Code:** _____

Phone: _____ **Fax:** _____

Firm Name: _____

Address: _____ **City:** _____

State: _____ **Zip Code:** _____

Phone: _____ **Fax:** _____

Firm Name: _____

Address: _____ **City:** _____

State: _____ **Zip Code:** _____

Phone: _____ **Fax:** _____

BANK INFORMATION

Firm Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone () _____ **-** _____ **Contact:** _____

Account Type: _____ **Account #:** _____

Account Type: _____ **Account #:** _____

This authorizes the release of credit information as requested by Your Pond Farm, pertaining to banking relationship.

Name: _____ **Date:** _____

***** Orders may be held until information is received*****

Applicant applies for credit and agrees that future purchases shall be pursuant to the terms hereof, the sale documents and the policies of the seller. Any amount not received when due

Shall bear the interest of 1.5% per month or such maximum lesser rate as may be permitted by law. In the event that it becomes necessary for Your Pond Farm, to file suit to enforce payment, applicant agrees that such suit may be brought in Montgomery County and seller shall be entitled to court costs and attorney's fees. This contract and all subsequent purchases are deemed made and payable at sellers principal place of business shown above.

We HEREBY CERTIFY THE FOREGOING TO BE TRUE AND AGREE TO THE TERMS

Signature of Applicant: _____ **Date:** _____

PERSONAL GUARANTEE

For valuable consideration given or to be given, the undersigned hereby personally guarantees to pay all indebtedness or liability incurred in the name of the applicant firm without qualification or limitation. This is a continuing personal guarantee and shall continue as long as credit is extended. This guarantee may only be terminated by written notice to seller's credit department sent by certified mail or with signed acknowledgement of receipt. The undersigned waives notice of default, diligence, resort to security, joinder of applicant any claims rights or remedies against applicant based on this guarantee, or notice of change in credit terms or credit line. The undersigned authorizes the release of credit information as requested by seller.

SIGNATURE OF INDIVIDUAL GRANTOR

DATE

This credit application begins the process of establishing a credit account with Your Pond Farm. until a credit line has been established. All orders may require a payment in advance of shipment or to be delivered on a COD basis. We accept company checks, cashier's checks, or credit card payment. When applicant listed above ("customer") has a credit line established payments for shipments as invoiced are due based on NET 30 DAYS. No discount is allowed for early payment. Overdue accounts are subject to a late charge at the rate of 1.5% per month or such maximum lesser rate as permitted by law on the overdue balances. Invoices are considered overdue past 30 days. The acceptance on any individual order and terms of payment on all sales and orders are subject to an approval of the Credit Department of Your Pond Farm.

DELINQUENT PAYMENTS

Should either customer of Your Pond Farm initiate legal proceedings arising out of the sale or delivery of merchandise, collection fees, reasonable court costs, and attorney fees shall be the responsibility of the customer. Without limiting the generality of the foregoing, should Your Pond Farm incur costs or attorney fees in attempting to collect a delinquent account, the customer agrees to reimburse such costs and fees to Your Pond Farm. All orders are accepted at Barto, Pennsylvania; any action arising out of the sale or delivery of the merchandise shall be located in Montgomery County, Pennsylvania.

At the option of Your Pond Farm any controversy or claim arising out of or relating to this agreement the relationship resulting in or from this agreement or any breach of contract may be settled by binding arbitration.

Customer and Your Pond Farm agree to accept services by certified mail return receipt requested, through the United States Postal Services, of the initial claim documents, which begin arbitration. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction.

CLAIMS AND SHORTAGES

No claims will be allowed for shortages of merchandise unless noted on shipping ticket at time of delivery or packing error is reported within 24 hours of delivery. All box count shortages or damage claims must be handled with the carrier without exception. Credit for fish shipment, due to damaged boxes or late arrival, is the responsibility of the shipping company. Please inspect boxes for damages upon arrival and file a claim with the SHIPPING COMPANY if necessary.

GENERAL CONDITIONS

Shipment of orders is subject to cancellation or delay caused by droughts, inclement weather, labor disputes, floods, fire or frost, war or embargoes, or any cause reasonably beyond the control of Your Pond Farm.

All orders are accepted subject to an availability of stock on hand at the time of the shipment. All prices are subject to change without prior notice. Your Pond Farm is not responsible for any typographical errors. All hardware orders are automatically backordered unless informed otherwise. We do not backorder live goods (i.e., plants, fish) all merchandise remains the property of Your Pond Farm until the invoice is paid in full.

Customer must provide Garden Center, Pet Store or Landscaper business license issued by city, county, state, or State Sales Tax Certificate to be able to purchase products on a wholesale basis.

