

**CREDIT AP & AGREEMENT for SILVER KROME GARDENS INC.**

*Voice (305) 245-4804, Fax (305) 245-6437, PO Box 901673, Homestead, Florida 33090-1673*

CUSTOMER \_\_\_\_\_ Contact person \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_

SHIP-TO ADDRESS \_\_\_\_\_

TELEPHONE \_\_\_\_\_ FAX \_\_\_\_\_ E-mail \_\_\_\_\_

YEARS IN BUSINESS \_\_\_\_\_ NET WORTH \_\_\_\_\_ Credit Line Requested \$ \_\_\_\_\_

Business type: (CHECK ONE) SOLE PROPRIETORSHIP \_\_\_\_\_ PARTNERSHIP \_\_\_\_\_ CORPORATION \_\_\_\_\_

NAME OF OWNER OR PRINCIPLE OFFICER \_\_\_\_\_

FEDERAL ID NUMBER \_\_\_\_\_ SALES TAX Certificate \_\_\_\_\_

**Please read terms, sign at bottom of this sheet and Fax back to 305-245-6437. Florida customers, please attach a current copy of your Florida Resale Tax Certificate, if you wish to purchase without paying sales tax.**

**Term & Conditions of Credit with Silver Krome Gardens, Inc.**

1. Upon approval of this Credit Application, **Silver Krome Gardens, Inc.**, hereinafter referred to as the "**Creditor**", agrees initially to extend credit to **Customer** and will advise **customer** of approved credit line.
2. If any charge or payment is not paid by **customer** within (15) days after its due date, the **Customer** agrees to pay a service charge on the amount owing, equal to **one and one-half percent (1.5%) per month** or the highest rate under applicable law, whichever is lower.
3. If any claims arise with respect to defects in quantity or quality, or as to any other matter, the **Creditor** shall not be liable, if at all, unless the **Customer** shall make a claim to the **Creditor** within forty-eight (48) hours after the 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 claim made by telephone shall be confirmed immediately in writing to **Creditor**.
4. All plant orders are F.O.B. Silver Krome Gardens, Homestead, Florida, and as such, the plants become the property of the **Customer** when loaded on his **Carrier**. The **Customer** agrees to resolve all claims arising from shipment directly with his **Carrier**.
5. **Customer** hereby authorizes the **Creditor** 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 and other creditors.
6. **Customer** acknowledges that in the event of nonpayment, its account will be assigned for collection. The **Customer** waives any claim of jurisdiction or venue in the county or state of the Customer's residence or place of business and agrees that should a suit be initiated, personal jurisdiction, as well as venue will be exclusively the choice of Management of **Silver Krome Gardens, Inc.**
7. In the event that the **Creditor** institutes legal proceedings to collect any amount due and owing, then the **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 level.
8. Any unpaid invoice thirty five days old or older may have the **Customer's** discount removed and amount of that discount added back to the total invoice amount for the purposes of payment and monthly service charges.
9. 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.
10. The **Customer** agrees to receive all faxes or E-mails from Silver Krome Gardens, Inc unless otherwise directed by the **Customer**.

**I understand that by signing this credit application I am signifying that I have read this document and I understand and agree to all the above terms and conditions of this credit agreement with Silver Krome Gardens, Inc.**

Executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Name & Title in Company

\_\_\_\_\_  
Signature

**Personal Guarantee**

**Whereas,** \_\_\_\_\_ (name of **Customer**) is or may become indebted to **Silver Krome Gardens, Inc.**, hereinafter referred to as **Creditor**

Now therefore, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, the undersigned **Guarantor** hereby absolutely and unconditionally guarantees to the **Creditor**, prompt payment at maturity and all times thereafter of the Debt.

In the event of default by the **Principal** in payment of the Debt or any part thereof when such an indebtedness becomes due, either by its terms or as the result of an exercise of any power to accelerate, **Guarantor** shall, on demand and without further notice of dishonor, without any notice having been given to **Guarantor** previous to such demand of creating or incurring of such indebtedness, pay the amount due thereon to the **Creditor**; and it shall not be necessary for the **Creditor**, in order to enforce such payment by the **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 wherein, in the event of nonpayment, the **Customer's** account will be assigned to a **Credit Collection agency** of the **Creditor's** choice and shall be construed according to the laws of the State of Florida. **Guarantor** acknowledges that, should suit be instituted, jurisdiction of the person and subject matter, as well as venue, shall properly be the choice of **Creditor** or his assigns.

**EXECUTED this** \_\_\_\_\_ **day of** \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
 Guarantor's Name / Signature

Street Address \_\_\_\_\_

City, State & Zip \_\_\_\_\_ Soc. Sec. # \_\_\_\_\_

**Credit References**

For faster response time South Florida References preferred

Name of Creditor	Name of Contact Person	Address, City, State & Zip	Voice & Fax Numbers
1. _____ _____	_____ _____	_____ _____	_____ _____
2. _____ _____	_____ _____	_____ _____	_____ _____
3. _____ _____	_____ _____	_____ _____	_____ _____
4. _____ _____	_____ _____	_____ _____	_____ _____