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LOG 1J0

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## CREDIT AGREEMENT

By \_\_\_\_\_ (Applicant)  
NAME UNDER WHICH BUSINESS IS CARRIED ON

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

Mailing Address: \_\_\_\_\_

Town: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E mail: \_\_\_\_\_ Web site: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Approximate Monthly Credit Required \_\_\_\_\_

Guarantees will be provided: Yes ( ) No ( )

## CREDIT REFERENCES

### FINANCIAL INSTITUTION

Name and Address: \_\_\_\_\_

Account #: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone \_\_\_\_\_

Line of credit authorized \$ \_\_\_\_\_ Overdraft authorized \$ \_\_\_\_\_

### PRINCIPAL SUPPLIERS

Name \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_ Contact \_\_\_\_\_

Name \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_ Contact \_\_\_\_\_

Name \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_ Contact \_\_\_\_\_

**BUSINESS LOCATION IS:** OWNED ( ) LEASED ( )

If leased, Landlord's name and telephone#: \_\_\_\_\_

Years in business: \_\_\_\_\_ at this location? Yes ( ) No ( )

Continued on page 2 (must be complete)

**BUSINESS ENTITY TYPE** Check and complete one only

**CORPORATION** ( )

Full Corporate name as it appears on the charter

DIRECTOR'S NAMES, TITLE, RESIDENTIAL ADDRESS AND PHONE NUMBER

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

**PARTNERSHIP** ( )

PARTNERS NAMES, HOME ADDRESS, BIRTHDAY (MONTH, DAY, YEAR) & SOCIAL INSURANCE NUMBER

1. \_\_\_\_\_

2. \_\_\_\_\_

**PROPRIETORSHIP** ( )

PROPRIETOR'S FULL NAME & HOME ADDRESS: \_\_\_\_\_

DATE OF BIRTH: \_\_\_\_\_ S.I.N. \_\_\_\_\_

**AGREEMENT**

1. Applicant authorizes Zander Sod Co. Limited to contact all references given and inquire as to applicants credit history. The nature and scope of the report will be made available to the applicant on written request.
2. Terms unless otherwise arranged are Net 30 days from delivery.
3. A service charge on overdue accounts at the rate of 1.5% compounded monthly applies, (equivalent annual rate of 19.5%) this rate may change from time to time and customers will then be notified.
4. In order to qualify for cash and other discounts which may be offered from time to time an account must be in good standing and all conditions set forth adhered to.
5. Applicant agrees to inform Zander Sod Co. Limited in writing within 5 days of any change in ownership, address, telephone or other facts given.
6. The applicant accepts full personal responsibility for payment of goods received unless notification in writing is received by Zander Sod Co. Limited of a change in ownership or incorporation.
7. In the unlikely event that quality of material shipped is below standard expected, such claims must be made with 24 hours of delivery.
8. Claims for adjustments on invoices received by the customer must be made within 10 days.
9. Guaranty: In consideration of the approval of this credit application, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned party ("guarantor") unconditionally guarantees to Zander Sod Co. Limited (the "supplier") the full and prompt payment by the Applicant of all accounts and invoices issued to the Applicant by the Supplier subsequent to the acceptance by the Supplier of the Credit Application, and agrees to indemnify the Supplier or its Assignee against any loss the Supplier may incur resulting from the failure by the Applicant to pay such accounts and invoices. Guarantor agrees that it shall not be necessary, as a condition to enforce this Guaranty, that any notices, actions, rights or remedies against the Applicant be first exhausted, it being understood and agreed that Guarantor is jointly and severally obligated with the Applicant for the due and complete payment of the Applicant's debt to the Supplier. Guarantor's liability hereunder shall be primary, direct and in all respects unconditional and shall be binding upon his respective successors and assigns, and shall not be released unless specifically agreed to in writing by a duly authorized representative of the Supplier.
10. I authorize the use of my visa/mastercard account to pay my account in full 1 day after the net terms.

VISA/MASTERCARD# \_\_\_\_\_ EXP. \_\_\_\_\_ Signature of cardholder \_\_\_\_\_

NAME ON CARD \_\_\_\_\_

If the requested credit is granted, the applicant agrees to the terms and conditions of sale set out in the agreement(above). The applicant authorizes the suppliers and bank shown above to supply Zander Sod Co. Limited with credit and financial information and to obtain such commercial and consumer reports from a credit reporting agency as may be required from time to time. The undersigned certifies that the information provided above is true and complete and acknowledges that this information will be used to determine the creditworthiness of the applicant.

The Undersigned Applicant signs this application on the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**APPLICANT** \_\_\_\_\_ **WITNESS** \_\_\_\_\_

Print name of applicant

Print name of witness

Signature of Applicant  
(I HAVE THE AUTHORITY TO BIND THE COMPANY)

Signature of Witness

**PERSONAL GUARANTEE**

**Guarantor Full Legal Name:** \_\_\_\_\_

(The undersigned affirms that he/she is duly authorized to execute this guaranty)

The undersigned Guarantor(s) sign(s) this application and guarantee on the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**GUARANTOR** \_\_\_\_\_ **WITNESS** \_\_\_\_\_

Print name of guarantor

Print name of witness

Signature of guarantor

Signature of witness

Zander Sod Co. Limited accepts the application for credit of the Applicant, this \_\_\_\_\_ day of \_\_\_\_\_, 2011.