



# COMMERCIAL CREDIT APPLICATION

NAME \_\_\_\_\_ TELEPHONE # \_\_\_\_\_

FAX # \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

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

STREET ADDRESS (if different) \_\_\_\_\_

SOCIAL SECURITY # \_\_\_\_\_ OR EMPLOYER # \_\_\_\_\_

TYPE OF BUSINESS \_\_\_\_\_ YEARS IN BUSINESS \_\_\_\_\_

CORPORATION \_\_\_\_\_ PARTNERSHIP \_\_\_\_\_ SOLE PROPRIETOR \_\_\_\_\_

NAME OF OWNER, OFFICERS OR PARTNERS \_\_\_\_\_

CONTRACTOR'S LICENSE # \_\_\_\_\_ RESALE # \_\_\_\_\_

BANK REFERENCES:  
NAME \_\_\_\_\_ ACCOUNT \_\_\_\_\_

TRADE REFERENCES (include telephone & fax number)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Please provide us with the names of persons authorized to sign on this account. We will only allow authorized individuals to sign on your account. Any exceptions to this must be submitted in writing along with the appropriate signature. Please notify us of any additional special requests.**

\_\_\_\_\_

**Terms and Conditions:**  
Payment terms are net 30 days on all invoices. Amounts not paid on time are subject to a 1 ½% per month late payment charge (18% per annum). Should it be necessary to refer any account balances to a licensed collection agency or attorney for legal action all subsequent collection charges and legal fees shall be paid by applicant.

Date \_\_\_\_\_ Authorized Signature \_\_\_\_\_

**PERSONAL GUARANTY**

The undersigned party or parties (hereinafter referred to as guarantor(s), in consideration or extension of credit to the Applicant,

---

**Name of Applicant**

Hereby unconditionally and absolutely guarantees to **MOLLER’S GARDEN CENTER, INC. (herein referred to as Seller)** full and complete payment of all amounts now owing or hereafter at any time made or granted to Applicant under the terms of this Agreement, or any prior Agreement. If credit is extended as a result of this application, Guarantor(s) agree to guaranty payment of the debt in accordance with the terms and conditions, which appear, on Seller’s invoice and in this credit application.

Seller requires security for payment of current indebtedness and all future indebtedness of the Applicant. Indebtedness is used herein in its broadest sense and includes all obligations of Applicant, along or with others, voluntarily due or not due, absolute, inchoate, contingent, and liquidated or unliquidated, together with interest on each obligation.

Guarantor(s) guarantees prompt payment when due of all amounts advanced in the past to the applicant or to be advanced in the future by Seller to Applicant. If Applicant defaults in the payments of any such indebtedness Guarantor(s) will pay to Seller on its order or demand, in any coin currency that is legal tender in the United States at the time of tender.

Guarantor’s liability shall continue notwithstanding any incapacity, death or disability of any person. The failure by Seller to file or enforce a claim against the estate (either in administration, bankruptcy, or other proceeding) of Applicant, any other Guarantor, or any other person, shall not affect Guarantor’s liability under this instrument. Nor shall guarantor(s) be released from liability if recovery from applicant, any other guarantor, or any other person becomes barred by statute of limitations or is otherwise prevented.

This is a continuing guaranty. Notice of acceptance is waived, it shall remain in full force and effect until Guarantor delivers to Seller 30 days written notice revoking it as to indebtedness incurred subsequent to such delivery. Such revocation shall not affect any obligation hereunder with respect to indebtedness theretofore incurred by Applicant.

In case suit shall be brought to enforce this guaranty, it is expressly agreed that venue of proceeding may be laid in County of Riverside.

Guarantor, without demand shall pay creditor reasonable attorney fees and all costs and other expenses incurred by Seller in collecting or compromising any indebtedness of debtor guaranteed by this instrument or in enforcing the guaranty against guarantor or any other guarantor.

Should one or more of provision of this guaranty be determined to be illegal or unenforceable all other provisions shall remain effective.

**Guarantor must be Principal Officer or Owner of the Company**

---

**Name of Guarantor**

---

**Signature of Guarantor**

---

**Date**

---

**Address**

---

**Telephone #**

---

**Social Security Number**