

Ray Wiegand's Nursery, Inc.

47747 Romeo Plank Road, Macomb, MI 48044-2819 Phone 586-286-3658 Fax 586-286-3650

Email: AR@wiegandsnursery.com

CREDIT APPLICATION

Business Name (Formal or Legal): _____

Billing Address: _____
Street City State Zip Code

Email Address: _____ Federal I.D. # _____

Telephone: Office: _____ Fax: _____

Year Established _____ Type of Ownership: Individual Partnership Corporation LLC

TRADE REFERENCES WHERE CREDIT IS ESTABLISHED

Name: _____ Name: _____

Address: _____ Address: _____

City: _____ City: _____

State: _____ Zip: _____ State: _____ Zip: _____

Fax: _____ Fax: _____

Name: _____ Name: _____

Address: _____ Address: _____

City: _____ City: _____

State: _____ Zip: _____ State: _____ Zip: _____

Fax: _____ Fax: _____

Requested Credit Limit _____ Expected Annual Expenditures _____ Mo. Expend _____

Others Authorized To Purchase /Charge

Name: _____ Name: _____

Name: _____ Name: _____

CONDITIONS OF CREDIT: Terms are NET 10th - all purchases are due the tenth of the following month. A late payment charge of 1-1/2% per month, 18% annually, will be assessed against balances outstanding beyond the 10th of the month. However, that forgoing rate will be subject to revision as to current and future balances, from time to time, by notice from Ray Wiegand's Nursery, Inc. to the undersigned. Overdue accounts will be returned to a cash basis until delinquent balance is cleared. Ray Wiegand's Nursery, Inc. then reserves the right to re-evaluate the undersigned credit privileges for future purchases. As an inducement for Ray Wiegand's Nursery, Inc., to extend to the undersigned credit and in consideration of this extension of credit, the undersigned hereby agrees to pay all cost of collection of delinquent accounts, including a reasonable attorney's fee, whether the same is collected through suit or otherwise. The undersigned has read, understands, and accepts the above terms. The applicant has provided true information to the best of the undersigned knowledge and further authorizes the above cited references to supply pertinent information as may be required to determine the applicants credit capabilities.

Signed _____ , _____

If Partnership both must sign

If the application is a Corporation, the undersigned, whether or not an officer of the corporation, does personally guarantee payment of the bills.

Signed _____

For Credit Department Use Only

Credit Declined Credit Extended

Max Amount: _____

Comments: _____

THIS FORM MUST BE COMPLETED TO PROCESS YOUR APPLICATION. THANK YOU!

GUARANTEE

In consideration of the Agreement of Ray Wiegand's Nursery, Inc. to extend credit to _____ ("Debtor") and as in inducement to Ray Wiegand's Nursery, Inc. to extend such credit, the undersigned, jointly and severally, and for their heirs, executors and administrators guarantee payment to Ray Wiegand's Nursery, Inc., upon demand, all monies, debt, obligations and demands of whatever nature or character, now due which may hereafter become due from debtor and consent and agree that Ray Wiegand's Nursery, Inc. may proceed directly against the undersigned, jointly, or separately, in the event the debtor neglects, fails or refuses to pay any of said money, debts, obligations upon demand, without prior proceeding against debtor or any other person or against the assets of debtor or any other person.

This guarantee is a continuing guarantee and is to be in full force and effect until revoked by the undersigned as provided for herein. The death of the undersigned, or either of them if there shall be more than one, shall not terminate liability hereunder, except by the giving of notice of them, in the matter herein provided with respect to the termination of the agreement.

This guarantee may be revoked by the undersigned at any time, provided fifteen (15) days written notice shall be given to Ray Wiegand's Nursery, Inc. of such intention to terminate this guarantee, such notice of revocation shall, be served upon Ray Wiegand's Nursery, Inc. by service on an officer of said corporation. Such notice of revocation shall not in any way affect our liability as to any indebtedness of such liability created prior to receipt of such notice of revocation by Ray Wiegand's Nursery, Inc.

This guarantee shall be and continue effective notwithstanding any legal disability of the debtor to incur the indebtedness or obligation in whole or in part. The written acknowledgment of, or a judgment of any court of said debtor shall in every respect bind and be conclusive upon us, our heirs and representatives.

There are no conditions or limitations to this guarantee except those contained herein at the date hereof, and thereafter no alteration, change or modification hereof shall be binding or effective unless executed in writing signed by the undersigned.

This guarantee and every part thereof shall extend to and obligatory on our heirs, executors, administrators and assigns and shall ensure to the benefit of Ray Wiegand's Nursery, Inc. and its successors and assigns. The undersigned hereby consent to the following, any of which shall not affect or change or discharge our obligations guaranteed hereunder.

1. Any extension of the time payment of the whole or any part of the indebtedness of the debtor.
2. The acceptance by Ray Wiegand's Nursery, Inc. of any promissory note or any security of any kind, for said indebtedness or any renewal or renewals thereof.
3. The surrender, release exchange or alteration of any collateral or other securities held by Ray Wiegand's Nursery, Inc. for claim hereby guaranteed in whole or part.
4. Lack of diligence in bringing suit against the debtor or any other person.

The undersigned expressly waives the following:

1. Notice of the acceptance of this guarantee by Ray Wiegand's Nursery, Inc.
2. Notice of the sale and delivery of any goods to debtor.
3. Notice of the amount of indebtedness now existing or which may hereafter exist, from time to time, from debtor to Ray Wiegand's Nursery, Inc.
4. Notice of any extension of time for the payment of said indebtedness of any part thereof by debtor.
5. Notice of demand for payment, notice of default or non-payment, presentment, protest and notice of protest as to any obligation arising hereunder.
6. All other notices to which we might otherwise be entitled in connection with this guarantee or the indebtedness or obligations hereby guaranteed.

Signature of Owner or Officer _____ **Date** _____

Signature of Spouse _____ **Date** _____