

BRANCH USE ONLY			
Date			
Branch			
Sales Rep			
Price Type			
Req. Terms			
Mgr. Appr			

## **ACCOUNT APPLICATION / CREDIT POLICY & AGREEMENT**

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COMPANY NAME			DATE	
MAILING ADDRESS			COUN	ITY
CITY		STATE	ZIP	
SHIPPING ADDRESS			COUN	ITY
CITY		STATE	ZIP	
PHONE: OFFICE	OWNER EMAIL		OWNER CELL	
AP CONTACT NAME	AP EMAIL		AP CELL	
INVOICES EMAILED? YES/NO EMAIL:		STATEMENTS EMAILEDS	PYES/NO EMAIL:	
		RSHIP INDIVIDU		
Federal Tax ID # (Business ID)		Business/0	Contractor License #	¥
☐ Credit Amount Desired \$		OR 🖵 COD	Terms Requested	
		ER(S) OR OFFICER		
NAME	TITLE		SOCIAL SECU	RITY NUMBER
	BANI	K INFORMATIO	N	
NAME OF BANK		BRANCH		
ADDRESS		CITY	STATE	ZIP
TELEPHONE	OFFICER		ACCOUNT #	
REFERENCE	S OF CURRENT	SUPPLIERS NO	W EXTENDING	CREDIT
NAME	CITY / ST	ATE / ZIP	PHONE	FAX
SUPPLIER				
SUPPLIER				
SUPPLIER				
	GENER	AL INFORMATION	ON .	
DESCRIBE TYPE OF BUSINESS AND WORK			RCHASE ORDERS REQUIF	RED? 🗆 YES 🗆 NO
DATE BUSINESS STARTED				
CALEC TAV EVENADTO MEC (NIC 4)			TAV DECALE NUMBER	ED IC
SALES TAX EXEMPT? YES / NO (If yes, ple	ase attach a copy ot the	certificate and indicate #	) TAX RESALE NUMB	EK IS:
NOTE: Must have valid e	yemntion certifi	cate Taxes will h	e charged until	certificate in-house

## VALLEY FARMS SUPPLY CREDIT AGREEMENT AND PERSONAL GUARANTEE

The following constitutes Valley Farms Supply's (VFS) credit policy. In consideration of extension of credit, the undersigned Customer and Personal Guarantor(s) hereby agree to payment of the account according to the following conditions:

- 1. Customer and Personal Guarantor(s) agree to pay VFS's invoices according to the payment terms stated on the invoices. To qualify for any cash discounts which may be in effect, Customer's account must be current and in good standing.
- 2. A service charge will be assessed on any past due account at a rate of 2% per month (24% annually), or the maximum rate allowable by law. Any account past due can be placed on C.O.D. until the account is current and any account on C.O.D. will not be entitled to any cash discount until the account is current. If at any time an invoice is past due, VFS will have the right, by notice, to accelerate and declare all account indebtedness of Customer to VFS immediately due and payable in full, regardless of invoice terms.
- 3. Customer and Personal Guarantor(s) grant to VFS a security interest in all goods sold by VFS, and the proceeds and products thereof, to secure all present and future indebtedness owed by Customer and Personal Guarantor(s) to VFS.
- 4. WARRANTIES ARE LIMITED TO MANUFACTURER'S WARRANTIES, IF ANY. VFS WILL PROVIDE COPIES OF ANY MANUFACTURER'S WARRANTIES COVERING ANY PRODUCT SOLD. IN THE EVENT OF A WARRANTY CLAIM, CUSTOMER'S SOLE RIGHT IS TO MAKE A CLAIM UNDER THE MANUFACTURER'S WARRANTY. VFS MAKES NO WARRANTIES WHATSOEVER REGARDING PRODUCTS SOLD OR COMPONENTS CONTAINED THEREIN. VFS EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR USE. VFS SHALL NOT BE LIABLE FOR ANY CLAIM FOR CONSEQUENTIAL, INCIDENTAL OR CONTINGENT DAMAGES IN CONNECTION WITH THE PRODUCTS SOLD.
- 5. Customer and Personal Guarantor(s) agree that VFS may leave shipments without a delivery signature from their company, either at their jobsite or office. If at any time a proof of delivery is requested from Customer, a delivery receipt signed by VFS's driver will be accepted as a valid proof of delivery.
- 6. Customer and Personal Guarantor(s) represent the information provided is complete, true and correct and they authorize VFS to verify said information with banks and trade references and to make any and all additional credit inquiries it deems necessary, including but not limited to the utilization of outside credit reporting services. VFS is authorized to verify and check credit at the time of extension of credit or at any time during the continuation of business credit. VFS is authorized to answer questions from others regarding their credit experience with Customer.
- 7. PERSONAL GUARANTEE: If Customer is a business entity, the individual(s) signing below as Authorized Signature for that business entity agree to be Personal Guarantor(s) and to personally guarantee performance of this agreement. Personal Guarantor(s) acknowledge this guarantee is given for and in consideration of VFS extending credit to Customer at Personal Guarantor(s)'s request and is given to induce VFS to extend such credit. Personal Guarantor(s), separately or jointly, unconditionally personally guarantee and promise to VFS payment in full of any obligation of the Customer to VFS on demand whenever due. Personal Guarantor(s) authorize VFS to use a non-business consumer credit report on the Personal Guarantor(s) in connection with the extension of business credit. The Personal Guarantor(s) individually consents to the use of such credit report consistent with the Federal Fair Credit Reporting Act. The guarantee of payment is no way conditioned upon any attempt to collect from the Customer. This guarantee is a continuing and irrevocable guarantee for the indebtedness of the Customer. This guarantee shall in no way be affected or diminished by reason of any extension of time, renewal, or other accommodation that may be granted to the Customer by VFS, and Personal Guarantor(s) hereby expressly consent to such modifications, extensions, and renewals. Personal Guarantor(s) hereby waive acceptance, nonpayment, notice of default or any notice whatsoever.
- 8. If the account is turned over to any attorney for collection, the undersigned Customer and Personal Guarantor(s) agree they will be responsible for the costs of collection, including reasonable attorney's fees and costs. In the event of suit to collect any balance due, the undersigned Customer and Personal Guarantor(s) also agree that venue and jurisdiction shall be in Clinton County, Michigan and the undersigned Customer and Personal Guarantor(s) consent to personal jurisdiction in Michigan.

This agreement may be executed by faxed or electronic signature and such shall be binding upon the parties the same as original execution.

I HAVE READ AND FULLY UNDERSTAND AND AGREE TO THE ABOVE.

Company Name		
Printed Name of Principal	Date	Authorized Signature and Individual Personal Guarantee
Printed Name of Principal		Authorized Signature and Individual Personal Guarantee