

Credit

Credit Application Form		Application Date:	
Company Name:			
Address:			
City:	State:	Zip:	
Tel:	Fax: ()	E-Mail	
Corporation Individual F	Partnership Subsidiary	Federal Id	
Chief Officer/Owner:	Title	SS#	
Operating Officer:	Title	SS#	
Are you Sales Tax Exempt? Yes	No (If yes, attach stat	e exemption certificate)	
Accounts Payable Contact:	Ema	il: Phone:	

ces and '1' Bank Reference		
Address & State	Email	Phone #
Address & State	Email	Phone #
		Address & State Email

I/We the undersigned, have submitted this information for the express purpose of obtaining credit. I/We hereby attest that the information contained herein is true and correct. I/We hereby authorize you to investigate the references contained herein, and to investigate other sources to determine My/Our credit worthiness. I/We hereby agree to pay all obligations to Groundworks of Palm Beach County, Inc. in accordance with the payment terms we mutually agree upon from time to time and as indicated on each sales invoice. I/We further agree to pay interest computed at a rate of 1.5% per month, not to exceed 18% per year on invoices not paid within five (5) days of the due date on the invoice. In the event that Groundworks of Palm Beach County, Inc. is forced to carry out any legal action to collect any unpaid balances, I/We agree to pay any costs incurred including, but not limited to, NTO and LIEN filing and processing fees and reasonable attorney fees. Groundworks will not issue Waivers or Releases until all fees have been covered.

IMPORTANT:	The principal	of the above refe	erenced company	v must sian thi	s credit release i	n order to proce	ess this application.

AUTHORIZED SIGNATURE				
PRINT NAME OF PERSON SIGNING		DATE		
AUTHORIZED SIGNATURE		TITLE		
PRINT NAME OF PERSON SIGNING			DATE	
OFFICE USE	Customer Account #	S	alesperson	_
	Approved By:	Date Approved	Credit Limit \$	
	Bloor	a amail completed credit application t	e jinger@detenelm.com	

Please email completed credit application to <u>inger@datepalm.com</u>

Please mail 'original' application to: Groundworks of Palm Beach County, Inc., 8140 93rd Lane S., Boynton Beach, FL 33472



Application for credit continued

I/we, the undersigned, hereby authorize Groundworks of Palm Beach County, Inc., to request, receive and review our banking history and/or credit records and that may be sought in order to review this credit application for approval. Such information may be sought from our bank or any other investigative or credit agency of its choice. It is understood that Groundworks of Palm Beach County, Inc. agrees to keep all such information in confidence and will not share it with any other party without the expressed written permission of the undersigned.

Print Name-Owner/Officer Only

Please Print Title

Social Security or Federal Identification Number

SIGNATURE REQUIRED

SPECIAL NOTE: There is a 7-14 day waiting period to complete our credit review

By our signature below we affirm and agree that any and all invoices are due and payable in accordance with the payment terms set forth therein regardless of whether or not you have yet been paid for the products. If Groundworks of Palm Beach County, Inc., at its sole discretion, determines it to be sensible or necessary to initiate collection or position security proceedings, you further agree that you will be liable for reasonable lien, collection and/or attorney costs.

Date:

Company: _____

By: ____

AUTHORIZED COMPANY SIGNATURE-MUST BE ORIGINAL

THE ABOVE SIGNATURE MUST BE NOTARIZED IN ORDER TO VALIDATE YOUR ACCOUNT WITH GROUNDWORKS OF P.B. CTY, INC

STATE OF: _____

COUNTY OF:

The above signature sworn to and subscribed before me this _____ day of _____, 20___,

(NOTARY SEAL)

NOTARY PUBLIC MY COMMISSION EXPIRES:_____



Personal Guaranty

THIS PERSONAL GUARANTEE MUST BE SIGNED BY EITHER AN OWNER, GENERAL PARTNER OR CORPORATE OFFICER

The undersigned person hereby personally and unconditionally guarantees payment to **Groundworks of Palm Beach County, Inc.** for all outstanding invoices owed to **Groundworks of Palm Beach County, Inc.** by _______whose address is ______ The undersigned guarantor unconditionally waives diligence, demand for payment notice, extension of time for

payment notice, notice of acceptance of this guaranty, and any other notice of every kind to the extent such waiver is permissible under applicable law.

The undersigned Guarantor further acknowledges that **Groundworks of Palm Beach County, Inc.** will seek to enforce this personal guarantee to collect on any outstanding past due invoices in the event such invoices are not paid by ______ Guarantor agrees to pay all reasonable costs and attorneys' fees incurred by **Groundworks of Palm Beach County, Inc.** in enforcing this guaranty should **Groundworks of Palm Beach County, Inc.** at its sole discretion, deem it necessary to do so.

Guarantor Signature

Address

Print Guarantor's Name

Date

STATE OF_____)
COUNTY OF)

The above signature sworn to and subscribed before me this____day of_____, 20____.

(NOTARY SEAL)

NOTARY PUBLIC

MY COMMISSION EXPIRES:

The Guarantor's signature must be notarized in order for this form to be valid.

CREDIT TERMS POLICY ACCEPTANCE AGREEMENT



- We require that credit terms customers fill out a NTO (Notice to Owner) form giving us all of the information necessary to file an NTO on the site where our material is to be delivered. Please be advised that we will not deliver any order until such time as the NTO form has been properly filled out and returned to our offices via email to jinger@datepalm.com
- It is our firm policy to file NTO's on the 36th day after the invoice date where an invoice remains unpaid at that time regardless of the length of your credit terms with us. We mean you no harm; NTO's are a non-hostile, administrative step that is required by law in order for us to be able to later file a lien if that should become necessary.
- Initial payment terms are net 30 days from the day you take possession of the inventory or, in the case of multiple truckloads associated to a single invoice, Net 30 days from the day of the first delivery associated to that invoice.
- 4. Fluctuating Terms When a credit relationship has been formed the customer has the ability to request fluctuating credit terms. The fluctuating terms are offered in the event that the General Contractor / Developer has a slower pay schedule than NET 30. In the event that the customer requires a longer payment term period than that for which their account has been established, such request must be made in writing and in advance of delivery. When choosing to use the fluctuating terms, there will be additional fees and the NTO will be filed on the first day of delivery.
- 5. We allow a five-day grace period during which a payment received is still considered to be within your terms.
- 6. Once your credit account is established you will be notified of the initial amount of credit via email and or regular mail. In the event you need to place an order in excess of your credit limit, we will review your account status and payment history and then make a decision as to whether or not we can allow an extension of your credit limit.
- 7. In the event any invoice is more than 20 days past due we may, at our sole discretion, choose to terminate your account or to place it on a "review" status and require payment in full of all outstanding invoices prior to filling any subsequent orders. We may also then file a Suppliers Lien on any such invoices and institute collection actions. In the event that we file such a lien, you by your signature below agree to reimburse us any costs to the extent permissible by law.
- 8. If an invoice becomes more than 20 days past due on three separate occasions during any calendar year, we will consider your account to be delinquent and it will automatically be placed on a "review" status. When an account is placed on review, we are unable to fill orders until such time as the account is paid up to the extent that it is within the authorized payment terms AND senior management has made a decision on the status of the account. Delinquent accounts are subject to termination without further notice.

Please indicate your acceptance of the terms and conditions set forth above by your dated signature below. Also, please fill in your title and company name where indicated. Please be respectfully advised that our policy requires that we obtain original signatures.

Signature

Date

Printed Name

Title

Company Name