

GARDEN STATE NURSERY, LLC  
438 Chesterfield-Jacobstown Rd Chesterfield, NJ 08515-1926  
Ph: (609) 298- 2700 ▪ Fx: (609) 298- 7440 ▪ email: gsntrees@gmail.com

### CREDIT APPLICATION

Company: \_\_\_\_\_ Phone: \_\_\_\_\_  
Accounts Payable Contact: \_\_\_\_\_ Fax: \_\_\_\_\_  
Address: \_\_\_\_\_ Email: \_\_\_\_\_  
City/State/Zip \_\_\_\_\_ Cell Ph: \_\_\_\_\_  
Federal ID # \_\_\_\_\_  
Credit Limit Requested \$ \_\_\_\_\_  
Type of Business: \_\_\_\_\_ Individual \_\_\_\_\_ Partnership \_\_\_\_\_ Corporation Years in Business: \_\_\_\_\_

#### Owners or Officers

Name/Title \_\_\_\_\_ Home Address: \_\_\_\_\_  
Name/Title \_\_\_\_\_ Home Address: \_\_\_\_\_

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### Trade References

Name: \_\_\_\_\_ Name: \_\_\_\_\_  
Address: \_\_\_\_\_ Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_  
Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_  
Name: \_\_\_\_\_ Name: \_\_\_\_\_  
Address: \_\_\_\_\_ Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_  
Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

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### Bank

Name: \_\_\_\_\_ Contact: \_\_\_\_\_ Acct # \_\_\_\_\_  
Address: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_  
City/State/Zip \_\_\_\_\_

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#### AUTHORIZED TO RELEASE CREDIT INFORMATION:

Upon request by Garden State Nursery, LLC, I hereby authorize you to supply information to them regarding any transaction(s) with you including information regarding credit extended, and activity, without liability on your part.

X \_\_\_\_\_ Date: \_\_\_\_\_  
(Signed (Owner / Principal)

X \_\_\_\_\_ Print Name (Owner/Principal)

**GARDEN STATE NURSERY, LLC**  
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**APPLICATION FOR CREDIT**

**APPLICANT NAME:** \_\_\_\_\_

**TERMS AND CONDITIONS OF SALE**

Terms are CHECK IN ADVANCE unless credit approved; if credit is approved, the Applicant will pay all obligations Net 30 Days from ship date with credit approval. A 1.5% PER MONTH FINANCE CHARGE (18% APR) WILL BE ADDED TO ANY UNPAID BALANCES AFTER THIRTY DAYS. A \$25.00 fee per occurrence will be charged for returned checks. **Prices quoted are FOB. Nursery, FREIGHT COLLECT**, unless otherwise stated. Prices are subject to change without notice. Discounts, if offered, are only good on payments received on or before invoice payment due date.

**LEGAL ACTION** – All accounts placed for collections will be charged all Agency, Attorney's and Court fees. All orders are booked with the understanding the same shall be void should injury befall the stock from flood, drought, or other cause beyond our control. Shipments become the property of the purchaser when received by the transportation agency and we will not be responsible for any damages enroute. **Claims for shortages or damages must be reported immediately (within 5 days of receipt of shipment). All claims must be noted on the packing slip and faxed or mailed to the office. No claims, for any reason, will be accepted after thirty days.**

Please list below the name(s) of authorized buyer(s) for the Applicant:

\_\_\_\_\_  
\_\_\_\_\_

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The undersigned Applicant represents and warrants that the information provided on this Application for Credit is given for the purpose of obtaining credit and is true and correct. The Applicant's signature also attests financial responsibility, obligation, ability, and willingness to pay all invoices in accordance with the "Terms and Conditions of Sale" set forth above. In the event of default in the payment of any amount due, the undersigned Applicant will pay all reasonable costs of collection including agency fees, attorney's fees, and court costs incurred in connection therewith.

This Application for Credit shall be construed and enforced in accordance with the laws of the State of New Jersey and Garden State Nursery, LLC and the Undersigned hereto each specifically consent to the jurisdiction of the courts of the State of New Jersey and to be personally bound by the decisions of such courts and further agree that any claim or dispute related to or in connection with the Application for Credit shall be brought only within the State of New Jersey. The parties hereto each waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision.

X \_\_\_\_\_ Date: \_\_\_\_\_  
By:  
Its:

**PLEASE ATTACH A COPY OF YOUR SALES TAX EXEMPT CERTIFICATE TO THIS APPLICATION**

**PERSONAL GUARANTY**

The undersigned acknowledges that: (a) he (she) has a substantial economic interest and/or benefit in the business of the Applicant; and (b) Garden State Nursery, LLC ("Garden State Nursery") will only advance credit to the Applicant if the undersigned personally guarantees to Garden State Nursery the payment of all obligations of Applicant arising pursuant to the Application for Credit.

NOW, THEREFORE, IN VIEW OF THE FOREGOING AND TO INDUCE GARDEN STATE NURSERY TO MAKE EXTENSIONS OF CREDIT TO THE APPLICANT AND FOR OTHER GOOD AND VALUABLE CONSIDERATIONS, RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED BY THE UNDERSIGNED, the undersigned does hereby unconditionally guarantee to Garden State Nursery, its successors and assignees, the full and prompt payment of all obligations of Applicant arising pursuant to the Application of Credit, or otherwise, together with finance charges, as and when the same become due and payable, whether now existing or hereafter arising, direct or indirect, absolute or contingent and of any and all renewals and extensions thereof. In addition, the undersigned shall be responsible for reasonable attorney's fees and costs of collection incurred by Garden State Nursery in connection with the enforcement of this Personal Guaranty.

This Personal Guaranty shall be construed and enforced in accordance with the laws of the State of New Jersey and Garden State Nursery and the Undersigned hereto each specifically consent to the jurisdiction of the courts of the State of New Jersey and to be personally bound by the decisions of such courts and further agree that any claim or dispute related to or in connection with this Personal Guaranty shall be brought only within the State of New Jersey. The parties hereto each waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision.

X \_\_\_\_\_ Date: \_\_\_\_\_  
X \_\_\_\_\_ Print Name of Individual