



Verdant Tree Farm

CUSTOMER INFORMATION AGREEMENT FORM

In order to establish an account with Verdant Tree Farm, a Customer Information Agreement must be completed.

ALL Sections must be completed in their entirety.

Please fax the following sheets directly to 281-550-1028.

Email: Walter@Verdanttreefarm.com

Thank you for choosing Verdant Tree Farm and for giving us the opportunity to positively impact your business!



Verdant Tree Farm

Houston, TX 77084
Office: 281-345-6789
Fax: 281-550-1028
www.verdanttreefarm.com

TO: Verdant Tree Farm

FAX: 281-550-1028

FROM: _____

DATE: _____

RE: _____

**Number of Pages
(including cover sheet):** _____

Verdant Tree Farm

4300 Barker Cypress
Houston, TX 77084
281-345-6789

CUSTOMER INFORMATION AND AGREEMENT FORM

We appreciate the opportunity to serve you. Please complete the information required below:

For Office Use Only
Cust# Slsmn

Section A - Customer Information

GENERAL INFORMATION:

Legal Company Name: _____ D/B/A: _____

(Please Print or Type)

Address _____ City _____ State ____ Zip Code _____

Company Phone # _____ Fax # _____

Contact s Name _____ Title _____

Contact s Phone # _____ Cell # _____ Email address _____

Best Way to Contact You: () Company phone () Contact Phone () Cell Phone () Email

Form of Business: () Proprietorship () Partnership () Corporation Estimated Sales Per Month \$ _____

Type of Business: () Landscape Contractor () Retail Garden Center () Home Builder () Nursery

() General Contractor () Landscape Architect () Developer () Maintenance (over 80% work maintenance)

() Refurb. Work () Golf Course Builder/Maintenance () Government - DOT, Parks & Recreation

() Landscape Distributor () Irrigation (over 90% work irrigation) () Other _____

Landscape Contractors Primary: () Light Commercial includes Multi Family () Heavy Commercial Bid Work

() Track Homes () Residential

Have Holding Yard? Yes _____ No _____ Full Time Buyer? Yes _____ No _____

Do you require a Purchase Order Number? Yes _____ No _____

Tax Exempt? Yes _____ No _____ if yes, please supply copy of Exempt Certificate.

Please list authorized buyers for your company:

FAX/EMAIL AUTHORIZATION:

I understand that by providing the fax number(s) and email address above, on behalf of the company/organization specified above, I am authorized to and hereby consent for the company/organization to receive faxes or emails sent by or on behalf of Verdant Tree Farm.

Authorized Signature: _____ Date: _____

Section B: Check Writing Information & Accounts Payable

In order for us to accept checks from any company, we must ask for following information. This information will be held in confidence by Verdant Tree Farm and will NOT be used for marketing purposes or distributed in any other way. This information can be used to protect Verdant Tree Farm as well as your company by having authorized check signers on file with us. Thank you for your cooperation.

CHECK AUTHORIZATION INFORMATION:

Full Name of Person Signing the Check(s): _____
Social Security #: _____
Home Address: _____ City _____ State _____ Zip _____
Home Phone #: _____
Driver s License # _____ State of Issue _____

(Please include copy of Driver’s License with this application)

Date of Birth: _____ Sex: _____ Hgt: _____

Signature of Check Signer Please Print Name Clearly

I agree that the above information is correct to the best of my knowledge and that I have payment by check privileges:

Signature of Applicant (Print Name)

CUSTOMERS IN TEXAS: Please provide the following information:

Texas Agricultural License Number _____
TX Agricultural Bond Number _____
Amount of Bond \$ _____ Date of Bond _____

ACCOUNTS PAYABLE INFORMATION:

Contact Name: _____ Phone# _____

Address if Different than Company: _____

RETURNS - We do not take returns of material inspected and accepted by the Customer.

DELIVERY - Goods travel at the purchaser s own risk and expense.

CLAIMS - Claims for errors in type of species, color and /or specification of discounts will not be considered unless made in writing within 48 hours after receipt of goods. Verdant Tree Farm shall not be liable for claims greater than that paid for plants.

DISCLAIMER AS TO NATURAL CAUSES - All orders shall be void if stock is injured due to hail, frost, accidents or other natural causes.

CASH SALES - Unless credit has been previously approved, all sales are made on the basis of payment in cash at time of sale. Thirty days is required for some approvals of credit.

Section C: Credit Authorization & Personal Guarantee

Please fill out the following sections and sign in the appropriate areas. This section Must be completed for all credit limits.

CREDIT AUTHORIZATION:

Line of Credit Desired: \$ _____

Legal Name: _____ **DBA:** _____

Terms: Payment of all sums due hereunder is due and payable in Houston, Harris County, Texas. Applicant (CUSTOMER) agrees that all invoices are due Net 30 days from original date of invoice. CUSTOMER agrees to pay Verdant Tree Farm (Seller) interest at a rate of 1.5% per month or the highest rate allowable by law, whichever is greater, on all sums not timely paid and is calculated from original date of invoice.

CUSTOMER agrees to pay all costs of collection, including any attorney's fee of not less than 25% of the CUSTOMER's account balance, or a reasonable attorney's fee, whichever is greater, if account is placed with an attorney, whether suit be brought or not. The CUSTOMER hereby submits to the jurisdiction of the Courts of the State of Texas whose laws govern this agreement. In the event that CUSTOMER is a resident of the State of Texas and a Judgment is entered on this account in favor of the entity extending credit to the CUSTOMER, the CUSTOMER agrees that disposable earnings of the head of a family which are greater than \$500.00 a week shall be subject to garnishment subject to Texas Statutes. Venue for any actions arising out of or in connection with this agreement shall be exclusively in Harris County, Texas.

This Agreement is not subject to oral cancellation or change. If oral cancellation or change is claimed, then such must be put into writing and signed by the parties to be charged, within ten (10) days from the alleged date of oral change or cancellation; otherwise, said change or cancellation shall be conclusively deemed as waived.

All notices required herein must be in writing with proof of delivery by Registered or Certified Mail, Return Receipt Requested, and shall not take effect until received by SELLER. The rights provided for herein to SELLER are cumulative to all other rights and SELLER may have though not provided for herein.

NOTE: I authorize Verdant Tree Farm to seek credit information on my/our firm and myself now and as necessary in the future.

Dated _____ **20** _____
(Signature of Applicant Required) **(Print Name)**

Social Security # _____ **Title** _____

PERSONAL GUARANTEE:

The undersigned do jointly, severally and unconditionally guarantee all acts, performances and obligations of CUSTOMER under the above Credit Application and Agreement, by and between CUSTOMER and SELLER as well as waive notice of any supplement, amendment or extension thereof or addendum thereto as may be agreed upon from time to time, between SELLER and CUSTOMER without affecting the undersigned's liability there under, and further agree that this Agreement is personally binding upon them. The obligations of the undersigned shall be independent of the obligations of CUSTOMER, and separate action or actions may be brought and maintained against the undersigned, or any of them, whether or not action is brought against CUSTOMER. The undersigned further agrees to pay all costs of collection or enforcement hereof, including attorney's fees of not less than 25% of the debt owed, if placed with counsel for collection after default. This Guaranty is not subject to oral modification or cancellation. The undersigned hereby adopt and agree to the provisions of the aforesaid Credit Application and Agreement, including the provisions pertaining to jurisdiction, venue and notice.

Dated _____ **20** _____
(Signature of Individual) **(Print Name)**

Dated _____ **20** _____
(Signature of Individual) **(Print Name)**

TERMINATION OF CREDIT - Verdant Tree Farm reserves the right to cancel a customer s credit at any time, revise the stated credit terms provided herein or withhold deliveries when, Seller in its sole discretion deems such action necessary to protect its interests.

Section D: Business/Banking Information

BUSINESS INFORMATION:
 Please fill-in the following business information. If you're a Corporation, fill in your Officers information. If you're a Partnership fill in Partners information. If you're a Sole Proprietorship fill in Owner(s) information.

Position	Name	Home Address, City, State, Zip	Phone #
President/Owner			
Secretary			
Treasurer			

Company in business since _____ Location _____ Lease/Rent/Owned _____

Operated under another name _____ From _____ To _____

Disposition of previous business: Sold _____ Filed bankruptcy _____ Liquidation _____

BUSINESS REFERENCES:
 Please furnish complete information.

1. FIRM NAME _____ STREET _____
 ADDRESS _____
 CITY _____ STATE _____ ZIP _____ PHONE # _____
 FAX # _____

2. FIRM NAME _____ STREET _____
 ADDRESS _____
 CITY _____ STATE _____ ZIP _____ PHONE # _____
 FAX # _____

3. FIRM NAME _____ STREET _____
 ADDRESS _____
 CITY _____ STATE _____ ZIP _____ PHONE # _____
 FAX # _____

BUSINESS BANKING INFORMATION:

Bank Name _____
 Address _____ Phone # _____ FAX # _____

Contact Person _____ Bank Account Number _____