



PO Box 1100
Sahuarita, AZ 85629

Credit Application Form

Please submit application to:

Email: ar@civanogrowers.com

Fax: (520) 722-4777

Phone: (520) 722-7770

General Business Information (Complete all fields.)	Parent/Affiliated Companies (if applicable)
Legal Business Name	Parent/Affiliated Companies (if applicable)
Business Name: _____	Business Name: _____
Street Address: _____	Street Address: _____
City: _____ State: _____ Zip: _____ City: _____ State: _____ Zip: _____	City: _____ State: _____ Zip: _____ City: _____ State: _____ Zip: _____
Phone #: () -	Phone #: () -
Fax #: () -	Fax #: () -

Federal Tax ID #: _____ Dun & Bradstreet ID #: _____ DBA, if any: _____

(Note: If applicable, copy of reseller or tax exemption certificate required.)

Type of Business: Individual Partnership Corporation Govt. Agency Other _____
 Public Private Public Univ/Coll Private Univ/Coll

Years in Business: _____ Year of Inc.: _____ State of Inc: _____

Credit Requested \$: _____ **Terms (Net 30 standard):** _____

Are Purchase Orders Used? Yes No

Name of person responsible for purchasing: _____ Telephone: _____ Email: _____

Name of person responsible for accounts payable: _____
Telephone: _____ Email: _____

Name of Owners, Partners, or Officers and Titles if Incorporated

(Complete all fields and provide at least one owner, partner or officer.)

Name: _____	Name: _____
Title: _____	Title: _____
Phone #: () -	Phone #: () -
Email: _____	Email: _____

Trade Reference Information

(Please provide information of at **least three** companies you represent / distribute for.)

Name: _____	Name: _____
Contact Person: _____	Contact Person: _____
Address: _____	Address: _____
City: _____ State: _____ Zip: _____	City: _____ State: _____ Zip: _____
Phone #: () -	Phone #: () -
Fax #: () -	Fax #: () -
Email: _____	Email: _____
Account #: _____	Account #: _____

Name:	_____	Name:	_____
Contact Person:	_____	Contact Person:	_____
Address:	_____	Address:	_____
City:	State: Zip:	City:	State: Zip:
Phone #:	() -	Phone #:	() -
Fax #:	() -	Fax #:	() -
Email:	_____	Email:	_____
Account #:	_____	Account #:	_____

Bank Reference Information (Complete all fields and provide at least one reference.)

Bank Name:	_____	Bank Name:	_____
Contact Person:	_____	Contact Person:	_____
Address:	_____	Address:	_____
City:	State: Zip:	City:	State: Zip:
Phone #:	() -	Phone #:	() -
Fax #:	() -	Fax #:	() -
Email:	_____	Email:	_____
Checking Acct #:	_____	Checking Acct #:	_____
Savings Acct #:	_____	Savings Acct #:	_____
Loan Officer:	_____	Loan Officer:	_____
Loan #:	_____	Loan #:	_____

This application is submitted for the purpose of obtaining credit with Civano Ornamentals and is warranted to be true. By signing this application the undersigned acknowledges that he/she is authorized to execute this application and to obligate the company to make payment in full for all amounts due according to invoice on or before the net due date. Additionally, the undersigned will be responsible for all collection costs and attorney fees, with or without lawsuit, in order to collect any delinquent moneys. The undersigned hereby authorizes Civano Ornamentals to make such inquiries (corporate/personal) as are necessary to obtain credit information and authorizes the bank(s) of record to release information regarding accounts.

Signature of Authorized Owner, Partner or Corporate Officer Required.

Upon credit approval, the undersigned agrees to terms of **NET 30 DAYS.**

Signature of Owner, Partner or Corporate Officer	Date
_____	_____
Printed Name of Signer	Title
_____	_____

Agreements, Terms, and Conditions

Civano Ornamentals shall hereinafter be referred to as "CO", and the applicant shall be referred to as "Customer". The Customer indicated on the first page desires to purchase products from CO, on open account, and agrees in consideration of the creation of the open account to be bound by the following terms and conditions. CO's acceptance of this credit application constitutes acceptance by the Customer of the terms and conditions of this agreement.

All purchases by Customer shall be made pursuant to CO's purchase agreement, as applicable. The terms of such purchase agreement are incorporated herein by reference.

To induce CO to extend credit to Customer for the purposes of obtaining goods and/or services from CO, Customer provides the information in this application knowing that CO will rely upon such information to be true and correct in making its credit decision concerning Customer. Credit will be extended by CO to Customer based on the information provided in this application, and CO is authorized to check Customer's credit background.

Customer warrants that any financial documents provided CO are true and correct, and will provide CO such documents, from time to time upon request. Customer represents to CO that it is solvent as of the date of this agreement, and that the Financial Statement accurately reflects the present financial condition of the Customer as of the date of this agreement.

Customer agrees to pay any and all charges, fees and costs which Customer or any authorized person incurs, on the Customer's account, unless Customer notifies CO in writing within (5) days of any unauthorized use of the Customer's credit. Customer agrees that any other person that incurs charges on Customer's account, is authorized to do so.

CO will mail to Customer at the address set forth on the first page of this application, a statement of account each month, which will show Customer account activities, delinquency charges and new balance. The Customer agrees to notify CO, in writing, of any error in the statement within 10 days after the date of that statement. If not so noticed, the statement shall be deemed to be correct, and accepted as rendered. Customer shall pay each statement in full accordance of terms of the particular purchase agreement, invoice, rental agreement, or other shipping or delivery document, with or without Customer's signature. In the absence of such express terms and conditions, all sums past due 31 or more days shall bear an interest charge at the rate of one and one-half percent (1.5%) per month.

Customer agrees that if CO is not paid on time, in accordance with CO's terms, Customer shall pay for all costs and expense incurred by CO in connection with collection all sums owed by Customer, including actual fees charged by a collection agency or attorney, and any other charges which can be legally charged to the Customer, whether or not lawsuit is initiated. Customer agrees that for and in consideration of CO's extension of credit, that this agreement is to be construed under the laws of the State of Arizona and that if legal action is brought to enforce this agreement, that Pima County, Arizona, shall be the exclusive jurisdiction and legal venue for said action. Customer agrees that if CO refers this agreement to an attorney for enforcement, that Customer will pay CO's actual attorney's fees and costs incurred in the enforcement hereof, whether or not lawsuit is brought to remedy Customer's breach of the agreement. Customer agrees to pay CO a \$25.00 service charge on each dishonored check returned to CO.

CO has the right to file a Preliminary Notice and/or Mechanic's Lien against any site to which material or equipment have been supplied and charges therefore remain unpaid. Nothing contained herein shall be construed as a waiver by CO of any lien or bond rights, or any other rights which it may now have, or hereafter acquire.

CO shall have the sole discretion to apply any payment received from Customer hereunder in any manner which CO deems proper. CO may apply payments first to late payment charges, service charges, shipping charges, actual prejudgment and post judgment attorney's fees and costs, or any other applicable charge, in any order, before applying the remainder of any such payments toward Customer's principal account balance.

Customer represents and warrants that Customer is not a "consumer" as defined in the Federal Consumer Credit Protection Act, or any acts thereunder, and Customer waives any rights granted to consumers under those Acts, their successors, or under other federal or state laws pertaining to "consumer" rights. Customer further represents and warrants that all purchases made or any credit extended hereunder will be used solely for business and commercial purposes.

Upon CO's acceptance, this agreement becomes a binding contract between the parties and embodies the entire agreement of the parties. No promise, representation or agreement purporting to modify this agreement and no revocation, partial or otherwise, or change, amendment, addition, or alteration shall be valid unless the same be in writing signed by all the parties hereto, or by their duly authorized agents. Waiver by CO of any terms or condition of this agreement, or waiver of any breach thereof shall not be construed as a waiver of any other terms, condition, or breach. Determination that any provision of this agreement is illegal or invalid shall not affect the validity or enforceability of the remaining provisions of the agreement.

The goods sold pursuant to this agreement are sold or rented "as is" and without any warranty whatsoever, with the sole exception of such written warranties as might be delivered to the Customer in connection with one or more particular sales of goods or services. Except for any such express written warranties, CO sells all goods and services pursuant to this agreement without warranty of any nature whatsoever, express or implied, including any warranty of merchantability or of fitness for a particular purpose.

The undersigned certifies that the above information is true and correct, and that the undersigned has read and agreed to all the terms and condition of the agreement noted on the front and reverse of this sheet.

Customer agrees to provide CO prompt written notice of any change in Customer's name, address, ownership or form of business entity.

Company Name (Applicant)

X _____
Signature of Applicant

Title

Date

Print Name