



1107 E. 23rd Street, Ottawa, KS 66067
Phone: 785-229-7200, Fax: 785-229-7201

Route: _____
Mgr _____
Acct _____

CREDIT APPLICATION & PURCHASE ORDER AGREEMENT

We welcome your interest in doing business with Loma Vista Nursery. For your convenience and to provide you with better service, we encourage you to complete this Application for the establishment of an open account. All information submitted in connection with this Application will be held in strictest confidence and used solely to determine your line of credit. Please complete each of the items as fully as possible. Your providing us with information will help us act on your application more quickly.

We would like to know how you heard about Loma Vista Nursery.

- Referred by _____
- Internet
- Phone Book/Yellow Pages
- Other _____

Company Information

NAME OF BUSINESS: _____

- TYPE OF BUSINESS:** Landscape Co. w/holding yard Landscape Co. w/out holding yard
Retail Nursery Builder Landscape Dist. Center
Other_____

BILLING ADDRESS: _____ **CITY** _____ **STATE** _____ **ZIP** _____
** If P.O. Box, we require physical address*

PHYSICAL ADDRESS: _____ **CITY** _____ **STATE** _____ **ZIP** _____

BUSINESS PHONE: () _____ **FAX:** () _____ **MOBIL/PAGER:** () _____

WEBSITE: _____ **EMAIL ADDRESS:** _____

NAME OF OWNER/PRESIDENT: _____ **FEIN#:** _____

TAX EXEMPT: Yes No

** If yes, please provide copy of Kansas or Missouri sales tax exempt form.*

PERSON IN CHARGE OF PURCHASING: _____

E-mail address: _____

Phone # : _____

PERSON IN CHARGE OF ACCOUNTS PAYABLE: _____

E-mail address: _____

Phone #: _____

GUARANTY

GUARANTY given by the undersigned owner, officer or director of

_____ (Customer)

to

LOMA VISTA NURSERY, INC.

Recitals

Obligations. As an inducement to Loma Vista Nursery, Inc., to grant credit, or assume credit a risk, from time to time, in respect of sales of goods made to Customer, or in respect of any other type of transaction by which Loma Vista Nursery, Inc., may become Customer's creditor, the undersigned shall pay promptly when due, or upon demand thereafter, without deduction for any claim of setoff of counter-claim of Customer or loss of contributing from any co-guarantor, or any other defense, the full amount of all obligations or indebtedness due Loma Vista Nursery, Inc.,. And Customer, or assigned or transferred to Loma Vista Nursery, Inc., together with all expenses of collection and reasonable counsel fees incurred by Loma Vista Nursery, Inc., by reason of Customer's default.

Terms of Guaranty. This is a continuing guaranty, and shall be revocable only as to transactions entered into by Loma Vista Nursery, Inc., subsequent to the receipt by one of its officers of notice of termination sent by the undersigned by registered or certified mail. Receipt shall be the date on which the notice has been received from the United State Post Office and signed for.

Character of Obligation. The obligation of the undersigned is a primary and unconditional obligation, and covers all of Customer's existing and future indebtedness to Loma Vista Nursery, Inc. This obligation shall be enforceable before or after proceeding against Customer or against any security held by Loma Vista Nursery, Inc., and shall be effective regardless of Customer's solvency or insolvency at any time, the extension or modification of Customer's indebtedness by operation of law, the subsequent incorporation, reorganization, merger or consolidation of Customer, or any other change in Customer's composition, nature, personnel or location.

Liability. All liabilities of Customer and of the undersigned shall mature immediately upon Customer's insolvency, its inability to meet its obligations as they become due, the appointment of a receiver, custodian or trustee for Customer, or any of its property, the filing of a voluntary or involuntary petition for relief in bankruptcy, reorganization, or arrangement, the making of an assignment for the benefit of creditors, or the calling of a meeting of creditors by Customer, or if any of the foregoing events occur with respect to the undersigned.

Construction: Governing Law. Nothing herein contained shall be construed as an obligation on the part of Loma Vista Nursery Inc., to sell goods or extend credit to Customer, or to continue to sell goods or extend credit. The records showing the account between Loma Vista Nursery, Inc., and Customer shall be admissible in evidence in any action or proceeding involving this Guaranty and such records shall be prima facie proof of the items therein set forth. This Guaranty shall for all purposes be deemed to be made in, and shall be governed by the laws of, the State of Kansas.

Binding Effect. This Guaranty shall be binding upon the undersigned, his legal representatives heirs, executor and assigns, and shall inure to the benefit of Loma Vista Nursery, Inc., its successors and assigns.

Dated: _____ Signature: _____
(Owner or President)

Social Security# _____ Print Name: _____