



Account Application

9500 SE 327th Ave. • P.O. Box 189 • Boring, OR 97009 • (503) 663-4128 • FAX (503) 663-2121
Toll-Free 1-800-825-8202 • Toll-Free FAX 1-800-283-7537 • <http://www.jfschmidt.com>

Business Information

Business Name: _____ Phone (____) _____ Fax (____) _____

Billing Address: _____ City _____ State ____ Zip _____

Shipping Address: _____ City _____ State ____ Zip _____

Date Established: _____ # of Employees _____ Fed ID # _____

Accounting/Invoice Contact: _____ Phone (if different) (____) _____

Type of Business:

- Grower Wholesale Nursery Retail Nursery Other
- Contractor State & Licence # _____ Bond Company _____

Ownership

Type of Organization: Sole Proprietor Partnership LLC Corporation State of _____

If a Corporation, the Registered Agent is: _____

Please give us the name(s), Title(s) % of ownership, address of all owners or officers.

Name: _____ Title: _____ % owned _____

Home Address _____ City, St, Zip _____ SS # _____

Name: _____ Title: _____ % owned _____

Home Address _____ City, St, Zip _____ SS # _____

References

Bank Relationship:

Name _____ Contact Person _____

Branch _____ Checking Acct. # _____

Commercial Trade References:

Vendor _____ City _____

Phone (____) _____ Fax (____) _____

Vendor _____ City _____

Phone (____) _____ Fax (____) _____

Vendor _____ City _____

Phone (____) _____ Fax (____) _____

Vendor _____ City _____

Phone (____) _____ Fax (____) _____

CREDIT APPLICATION MUST BE SIGNED ON THIS PAGE TO BE VALID

Permission is granted to J. Frank Schmidt & Son Co. or it's agent, to verify the information on this application and make inquiries deemed necessary to determine credit worthiness of the applicant.

Terms of Sale

Applicant agrees to pay its account within the terms of sale stated upon each invoice from J. Frank Schmidt & Son Co. Applicant further agrees to pay a service charge/handling charge of 1.5 percent assessed monthly on all amounts paid beyond stated terms of sale. DEFAULT: Applicant agrees to pay all cost of collection incurred by J. Frank Schmidt & Son Co., including, but not limited to collection agency fees and attorney fees, whether or not any legal proceeding is initiated, in any action to collect indebtedness of Applicant to J. Frank Schmidt & Son Co., the prevailing party shall be entitled to recover its costs, disbursements, and attorney fees in connection with such action and any appeal or review. Should it become necessary to file suit to enforce payment, applicant and guarantor(s) agree that such suit may be brought in the State of Oregon. Applicant hereby warrants that all purchases made from J. Frank Schmidt & Son Co. for which credit is extended will be used solely for commercial purposes and furtherance of its business.

Dated: _____

Company Name: _____

Signed: * _____

Signed: * _____

Title: _____

Title: _____

* A facsimile copy of my signature is intended to be an original.

Personal Guaranty

The undersigned Guarantor unconditionally guarantees and promises to pay when due all indebtedness of every nature now or hereafter at any time owing by applicant to J. Frank Schmidt & Son Co. This guaranty covers principal, interest, service charges, attorney fees, and all other obligations of applicant. This is a continuing, irrevocable guaranty.

This guaranty shall remain fully enforceable despite any change in terms of any agreement between applicant and J. Frank Schmidt & Son Co., including but not limited to the following; changes, increases or termination of sales or credit to applicant; any change in collateral position for applicant's obligation; insolvency, bankruptcy, or reorganization of applicant; incorporation of applicant (if not already a corporation) or any change in the organization, management, ownership or business of applicant. This guaranty shall remain fully enforceable notwithstanding any defense asserted by applicant. This guaranty may be modified only in writing, signed by J. Frank Schmidt & Son Co.

Guarantor shall pay all attorney fees and costs incurred by J. Frank Schmidt & Son Co. in enforcing this guaranty, whether or not any legal proceeding is initiated. If this guaranty is signed by two (2) or more persons, their obligations shall be joint and several.

Dated: _____

Guarantors Name: _____

Guarantors Name: _____

Signed: * _____

Signed: * _____

* A facsimile copy of my signature is intended to be an original.

Resale Certificate: Sales Tax Exemption Certificate

State of: _____

Firm Name: _____

I hereby certify:

That I hold a valid **SELLERS PERMIT** (# _____)
issued pursuant to the Sales and Use Tax laws; that I am in the business of selling:

_____ **NURSERY STOCK, Plants & Trees** _____

Which I shall purchase from:

_____ **J. Frank Schmidt & Son Co.** _____

to be resold by me. In the event that such tangible property is used for any purpose other than retention, display, demonstration while holding it for sale in the regular course of business, it is understood that I may be required by this state to report and pay tax, measured by the purchase price.

Dated: _____ Signature: _____

at _____ Title _____

City, State

Phone: _____ Address _____
