

WAREHOUSE:
2271 N Grantland Ave
FRESNO, CA 93722
(559) 225-SEED

VALLEY SEED

DIVISION OF SPINO INC.

BILLING ADDRESS:
VALLEY SEED
DIVISION OF SPINO INC
2271 N Grantland Ave
FRESNO, CA 93722
OFFICE: (559) 225-7333
FAX: (559) 275-7916

CREDIT APPLICATION

APPLICANT BUSINESS NAME _____

BILLING ADDRESS _____
PO BOX OR STREET CITY COUNTY STATE ZIP/+4

PHYSICAL ADDRESS _____
STREET CITY COUNTY STATE ZIP/+4

BUSINESS PHONE (____) _____ FAX (____) _____

E-MAIL ADDRESS _____ HOME PHONE (____) _____

PROPRIETOR _____
NAME ADDRESS CITY STATE ZIP

SS# _____ DL# _____ STATE _____

PARTNERSHIP - DATE OF PARTNERSHIP _____ FED. I.D.# _____ DUNS # _____

PARTNER _____
NAME ADDRESS CITY STATE ZIP

SS# _____ DL# _____ STATE _____

CORPORATION - DATE OF CORP _____ FED. I.D.# _____ DUNS # _____

PRESIDENT _____
NAME ADDRESS CITY STATE ZIP S.S. # _____

VICE-PRES. _____
NAME ADDRESS CITY STATE ZIP S.S. # _____

SECRETARY _____
NAME ADDRESS CITY STATE ZIP S.S. # _____

TREASURER _____
NAME ADDRESS CITY STATE ZIP S.S. # _____

(LLC) LIMITED LIABILITY CORP - DATE OF CORP _____ FED. I.D.# _____ DUNS # _____

GENERAL PARTNER _____
NAME ADDRESS CITY STATE ZIP S.S. # _____

LIMITED PARTNER _____
NAME ADDRESS CITY STATE ZIP S.S. # _____

LIMITED PARTNER _____
NAME ADDRESS CITY STATE ZIP S.S. # _____

BANK REFERENCE _____ BRANCH _____

ADDRESS _____ PHONE _____

ACCT. NUMBER _____

BUSINESS REFERENCES (GIVE ONLY NAMES FROM WHOM YOU BUY ON OPEN ACCOUNT)

NAME _____ PHONE (____) _____

FAX (____) _____

ADDRESS _____
PO BOX OR STREET CITY STATE ZIP

NAME _____ PHONE (____) _____

FAX (____) _____

ADDRESS _____
PO BOX OR STREET CITY STATE ZIP

CONTRACTING LICENSE AND BONDING INFORMATION

CONTRACTOR'S LICENSE #: _____ TYPE: _____ EXPIRES: _____

BONDING COMPANY: _____ BOND #: _____ AMOUNT: _____

PHONE #: _____ ADDRESS: _____ CITY, STATE, ZIP: _____

FOR YOUR CONVENIENCE THIS DOCUMENT MAY BE FAXED TO INITIATE PROCESSING. HOWEVER, THE ORIGINAL, INCLUDING SIGNATURES, IS REQUIRED TO CONSIDER OPENING THE ACCOUNT.

SALES INFORMATION	(PLEASE COMPLETE)	BILLING INFORMATION
VALLEY SEED BRANCH FREQUENTED MOST _____ TYPE OF BUSINESS _____ INDUSTRY AFFILIATION _____ NUMBER OF YEARS IN BUSINESS _____ AREA COVERED _____ NO. OF EMPLOYEES _____ <hr/> EST. ANNUAL PURCHASES FROM VALLEY SEED _____ PURCHASING AGENT _____ VALLEY SEED WAS RECOMMENDED BY _____	<input type="checkbox"/> NO SALES TAX REQUIRED Please attach applicable resale or exempt certificate <input type="checkbox"/> CHARGE SALES TAX <hr/> <input type="checkbox"/> PURCHASE ORDER REQUIRED <input type="checkbox"/> JOB NAME REQUIRED <input type="checkbox"/> I WOULD LIKE TO RECEIVE A MONTHLY STATEMENT <input type="checkbox"/> ADDITIONAL AUTHORIZED PURCHASERS (ATTACH LIST) <input type="checkbox"/> NO. OF INVOICES REQUIRED _____ <input type="checkbox"/> ACCOUNTS PAYABLE CONTACT _____	

TERMS OF SALE:

1. Payment for all sales are due on the 10th of the month following sale and past due thereafter.
2. I understand there is a **SERVICE CHARGE** of 1-1/2% per month (which is an **ANNUAL PERCENTAGE RATE** of 18%) that will be charged on any balance not paid by the 25th of the month following purchase. **SERVICE CHARGE** is added to principal which is compounded. Applicant and/or guarantor/s agree to pay such **SERVICE CHARGES**. Applicant and or guarantor/s agree to pay all actual cost of collection including actual attorney's fees, court cost and or collection agency fees due to Valley Seed, A Division of Spino Inc., (hereinafter called Valley Seed) as applicants' or guarantors' breach of the terms of sale, whether or not a lawsuit is brought to satisfy the debt owed to Valley Seed by applicant or guarantor/s. In the event that any suit or collection action is required to enforce the terms of this Credit Application and to collect unpaid account balances owing to Valley Seed, the undersigned agrees that jurisdiction and venue for any such action shall not be limited to the state and county in which the materials, goods or services are purchased or received. The undersigned also agrees and submits to the jurisdiction of the California and Arizona courts, and agrees that at Valley Seed's sole option, the proper venue for any such collection action may include Maricopa County, Arizona or Orange County, California.
3. All sales are subject to all other "Terms and Conditions of Sale" set forth on the pertinent packing list or invoice relating to the particular sale.
4. **CREDIT ACCOUNTS WILL BE REQUIRED TO MAINTAIN A \$2,500 SALES VOLUME ANNUALLY.** Valley Seed reserves the right to cancel applicants' account should the applicant not maintain sales volume equal to \$2,500 annually or should applicant default on payment to Valley Seed at any time.
5. **ACCOUNT BALANCES 60 DAYS AND OLDER ARE SUBJECT TO A CREDIT HOLD AND MAY BE REPORTED TO INDUSTRY TRADE GROUP ASSOCIATIONS AND COMMERCIAL CREDIT REPORTING AGENCIES.**
6. Applicant and/or guarantor/s agrees to pay to Valley Seed a service charge equal to but not greater than the legally acceptable amount on all dishonored checks returned to Valley Seed by the bank.

The above information is provided for the purpose of obtaining an open credit account with Valley Seed. Applicant does warrant and acknowledge that Valley Seed may rely on same, as concerns the execution of this agreement. In the event Applicant is a Sole proprietor or Partner in the Partnership, that individual's signature hereinafter authorizes Valley Seed to investigate their individual consumer credit report. If Applicant is a Corporation, signature by an individual is required on the personal and continuing personal guarantee, and when executed permission is granted to Valley Seed to investigate the individual's consumer credit report. Applicant furthermore authorizes Valley Seed to investigate those references listed hereon and those available, to Valley Seed, through industry credit trade group associations.

Applicant acknowledges having kept a copy of this credit application for their business records.

APPLICANT'S NAME	SIGNATURE	TITLE	DATE
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CONTINUING PERSONAL GUARANTEE:

The undersigned (hereinafter called the **Guarantor/s**) for and in consideration of the extension of credit to the Applicant by Valley Seed, A Division of Spino Inc., (hereinafter called **Valley Seed**), and as an inducement to Valley Seed to continue to extend credit to Applicant, the **Guarantor/s** jointly and severally, unconditionally guarantee the payment of any and all sums of money as are now, or at any time hereinafter may be owing to **Valley Seed** by Applicant or **Guarantor/s**, as a result of **Valley Seed's** extension of credit. **Guarantor/s** waive notice of: extension of time or modification of terms, settlements or resolutions of disputes, modification of credit line, default of Applicant. This is intended to be and is a continuing guarantee and shall not be revoked except by written notice to **Valley Seed** not to make any further sales and deliveries on the security of this guarantee and until the expiration of five (5) days after such notice shall have been received by **Valley Seed** by registered mail, return receipt requested. Any such revocation shall be effective only with respect to merchandise shipped or delivered after the expiration of said five(5) day period, and shall not affect, in any respect, liability incurred by the Applicant and or the **Guarantor/s** prior to that time. In the event that any suit or collection action is required to enforce the terms of the credit application by the Applicant or **Guarantor/s**, and to collect unpaid account balance owing to **Valley Seed**, the **Guarantor/s** agree that jurisdiction and venue for any such action shall not be limited the state and county in which the materials, goods or services are purchased or received. **Guarantor/s** also agree and submits to the jurisdiction of the California and Arizona courts, and agree that at **Valley Seed's** sole option, the venue for any such action may include Maricopa County, Arizona or Orange County, California. The **Guarantor/s** signature further acknowledges that specific authorization has been granted to **Valley Seed** to investigate the **Guarantor/s** individual consumer credit report, necessary with this guarantee.

Signed, Individual Guarantor	Date	Printed Name	Social Security Number
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Signed, Individual Guarantor	Date	Printed Name	Social Security Number
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IF MARRIED, SPOUSE MUST ALSO SIGN

**BOTH PERSONAL GUARANTEE AND ACKNOWLEDGEMENT OF THE TERMS OF SALE
MUST BE SIGNED BEFORE THIS APPLICATION CAN BE PROCESSED**