



WILSON IRRIGATION AND ORCHARD SUPPLY, INC.

APPLICATION FOR CREDIT ACCOUNT

CREDIT AMOUNT REQUESTED \$ _____

Applicant is a:	Corporation	Partnership	Individual	Other
Applicant Name	_____			
Street Address	_____		Phone:	Fax:
City	State	Zip	Social Security or Tax ID#	

Are there any other business names (DBA) that you use or will use in conjunction with this application?	YES	NO
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If yes, please list here	_____
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List all Principals (including Stockholders), Officers, partners and Owners

Name	Title			Social Security No.
Home Street Address	City	State	Zip	Phone Number

Name	Title			Social Security No.
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Home Street Address	City	State	Zip	Phone Number

Do you require PO Numbers? Yes ___ No ___	Authorized signers only? Yes ___ No ___
Names _____	

Bank Information	
Name of Bank	_____
Phone #	_____
Address	_____ City _____ State _____ Zip _____
Account No.	_____

Trade References

1) Name _____ Phone) _____

Fax # _____ Address _____

2) Name _____ Phone) _____

Fax # _____ Address _____

3) Name _____ Phone) _____

Fax # _____ Address _____

CREDIT TERMS AND POLICIES

Parties hereby agree that all purchases made are subject to the following terms and conditions as well as all terms and conditions stated on the invoices.

1. All sales will be C.O.D. until credit is approved.
2. The undersigned applicant (hereafter referred to as "Customer") hereby agrees that all purchases are due and payable by the 10th of the month following purchase unless otherwise noted on the invoice. If Customer fails to pay any invoice when due, Customer agrees to pay a Finance Charge of 1.5% per month, or the maximum amount allowed by law, on any past due balance. Amounts are considered paid on the date the funds are received by Wilson Irrigation & Orchard Supply (hereafter referred to as "Seller"), not on the date of the postmark. If any amount owed to Seller is not paid when due, Seller may at its discretion: place the account on a cash only basis, terminate any unfiled orders, and stop deliveries until all past due payments are made and adequate assurance of the Customer's financial ability is made.
3. In case of default in relation to this agreement, the customer agrees to pay all attorney fees and costs associated with the collection of monies owed to Seller. The jurisdiction for any action will be the Courts of the State of Washington, and the venue may be laid in or transferred to Yakima County at the discretion of Seller.
4. If credit is approved, the Customer will be obligated to pay for all goods purchased, regardless of the outcome of any anticipated sale of those goods by Customer. Invoices are to be paid in full as stated in paragraph (2) above, unless partial payments have been approved by a Representative of the Seller. Additionally the customer will be obligated to pay all invoices in full regardless of his/her negotiated Credit Limit.
5. The Customer agrees that invoices and monthly statements are complete and accurate in all respects unless the Customer notifies Seller in writing within seven (7) days of any defects, overstocks, damages, non-conforming goods, or any other reason that would cause the Customer to reject goods purchased from or shipped by Seller. The customer's sole remedy will be, at the option of Seller, replacement of the non-conforming goods, or refund of payment.
6. Seller may apply any payments received at its sole discretion unless written instructions are supplied by the Customer.
7. Any change in Customer's business structure shall not affect Customer's obligations under this agreement. If Customer is a Sole Proprietor or Partnership, I/we agree that in the event of incorporation, all terms of this agreement will apply to the Corporation, including any personal guarantees submitted with this application, unless other written arrangements are made with Seller. Customer cannot transfer or assign his/her account obligations or privileges without Seller's prior written consent.
8. Pursuant to paragraph three (3), the terms and conditions therein shall be governed by and construed in accordance with the laws of the state of Washington, as they apply to transaction between merchants. If any provision or provisions thereof are declared to be void, such provision or provisions shall be deemed and hereby are severed from this document which shall remain in full force and effect. Customer agrees that any dispute between Customer and Seller shall, at the option of Seller, be submitted for resolution through binding arbitration.

I declare the information on this application is true and correct, and I authorize Wilson Irrigation & Orchard Supply to contact my bank, trade references, and make any other Credit Inquiries it deems necessary to verify my credit worthiness. Additionally, I authorize the aforementioned agencies to release this information to Wilson Irrigation and Orchard Supply. I understand and agree to the credit terms and policies of Wilson Irrigation and Orchard Supply as evidenced by my signature below.

Customer indicateS agreement with Seller's terms and policies by signing below.

Signature _____ Printed Name _____ Date _____

Continuing Personal Guarantee

To induce Wilson Irrigation & Orchard Supply to extend credit to the named Applicant and in consideration thereof, the undersigned, and if more than one, each of them jointly and individually unconditionally personally guarantee the obligations of the Applicant to Wilson Irrigation & Orchard Supply including, but not limited to the prompt payment of all present and future indebtedness, whether secured or unsecured, on an open account or a job account, regardless of the credit limit, and regardless of how the indebtedness was incurred. This shall be an open, unlimited and continuing guarantee in effect until the undersigned has notified Wilson Irrigation and Orchard Supply in writing of its cancellation; even in the event that the Applicant shall incorporate, but such cancellation shall not alter any obligation incurred prior to Wilson Irrigation & Orchard Supply's receipt of such written notice. The undersigned further agrees to pay all costs, expenses, and attorney's fees incurred in the enforcement of the continuing guarantee, or in the enforcement of any obligation as a result of the extension of credit including, but not limited to, the collection of any indebtedness whether or not suit is filed. This agreement shall bind the heirs and personal representative of the undersigned. This Continuing Guarantee shall be governed by the laws of the State of Washington, or at the sole discretion of Wilson Irrigation & Orchard Supply the laws of another state, and choice of venue shall be at the sole discretion of Wilson Irrigation and Orchard Supply. In case this instrument is signed by more than one party, it is to be construed as the joint and individual obligations of all signing parties.

By signing below you are agreeing to be a Personal Guarantor

I personally guarantee payment of this account as set forth above on behalf of my marital community.

Signature _____ Print Name _____ Date _____

I personally guarantee payment of this account as set forth above on behalf of my marital community.

Signature _____ Print Name _____ Date _____