



4497 N Highway 224 – P.O. Box 682150 - Park City, UT 84068-1250  
 (435) 649-1363 (435) 658-4438 fax

### CREDIT APPLICATION FOR A BUSINESS ACCOUNT

#### BUSINESS CONTACT INFORMATION

Company Name:		Owner(s) Name:	
Phone:	Fax:	E-mail:	Would you like your statements to be sent via email? Yes <input type="checkbox"/> No <input type="checkbox"/>
Physical Address:		Mailing Address:	
City:		State:	ZIP Code:
Date Business Commenced:			
Sole proprietorship:	Partnership:	Corporation:	Other:

#### BUSINESS AND CREDIT INFORMATION

How long at current address?		
Type of Business:	License#:	Issued by:
Bank Name:		
Bank Address:		Phone:
City:	State:	ZIP Code:
Type of account	Account Number	
Savings		
Checking		
Other		

#### BUSINESS/TRADE REFERENCES

Company Name:		Contact Name:	
Address:			
City:		State:	ZIP Code:
Phone:	Fax:	E-mail:	
Type of account:			
Company Name:		Contact Name:	
Address:			
City:		State:	ZIP Code:
Phone:	Fax:	E-mail:	
Type of account:			
Company Name:		Contact Name:	
Address:			
City:		State:	ZIP Code:
Phone:	Fax:	E-mail:	
Type of account:			

# Terms and Conditions

1. **PARTIES.** Steven G Barrett Enterprises, dba Park City Nursery will be referred to as "Seller" and the owner/officer, person, business entity or company purchasing will be referred to as "Buyer".
2. **PAYMENT TERMS.** Buyer understands and agrees to pay all charges by the 10<sup>th</sup> of the month following the date printed on the invoice. If payment is not made by the 10th, Buyer understands that a two (2 %) Finance Charge per month (Annual Percentage Rate of 24%) at the end of each month for past due balances, and agrees to pay said charges. **Please Initial**\_\_\_\_\_
3. **LIMITATIONS OF LIABILITY.** The following statement is made in lieu of all warranties, expressed or implied: Seller's only obligation shall be to replace such quantity of the product proved to be defective. Seller shall not be liable for any injury, loss or damage, direct or consequential arising out of the use of, or the inability to use the product. Before using, user shall determine the suitability of the product for his/her intended use, and used assumes all risk and liability whatsoever in connection therewith. The foregoing may not be changed except by an agreement signed by an officer of seller.
4. **RETURNED CHECK.** All checks returned to Park City Nursery because of insufficient funds, the account was closed, or for any other reason may be subject to the following fees and interest charges: (1) Returned checks in the amount of \$250.00 or less will be subject to a \$20.00 collection fee and a \$20.00 insufficient funds fee. (2) Returned checks greater than \$250.00 will be subject to an interest charge of 24%. In addition, returned checks greater than \$250.00 will be subject to a collection fee equal to 20% of the returned check amount. **Please Initial**\_\_\_\_\_
5. **COLLECTION FEE; ACTIONS; ATTORNEY'S FEES; VENUE.** If the account is referred to a collection agency, the buyer agrees to pay all cost of collection, and the collection fee may be added to the principal upon placement with a collection agency. In any lawsuit between Seller and Buyer shall be in Summit County, Utah. **Please Initial**\_\_\_\_\_
6. **LOSS TO BUYERS PROPERTY.** Seller shall not be liable for and shall have no duty to provide insurance against any damage or loss to any goods or materials of Buyer which are used by seller in connection with any order.
7. **CONTINGENCIES.** Seller shall not be liable for any default or delay in performance if caused directly or indirectly, by acts of God; war; force of arms; fire; the elements; riot; labor disputes; picketing or other labor controversies; sabotage; civil commotion; accidents; any governmental action, prohibition or regulation; delay in transportation facilities; shortage or breakdown of or inability to obtain or non-arrival of any labor, material or equipment used in the manufacture of the products covered hereby; failure of any party to perform any contract with Seller relative to the production of the products covered hereby; or from any cause whatsoever beyond Seller's control, whether or not such a cause be similar or dissimilar to those enumerated.
8. **BUYER'S OBLIGATIONS; RIGHTS OF SELLER.** If Seller shall at any time doubt Buyer's financial responsibility, Seller may decline to make shipments hereunder except upon receipt of cash payment in advance or security of other proof of responsibility satisfactory to Seller. If Buyer fails in any way to fulfill the terms and conditions herein, Seller may defer further shipments until such default is corrected. Remedies provided to seller herein shall be in addition to, and not in lieu of, other remedies provided by Utah law.
9. **CANCELLATIONS.** After acceptance of order by Seller, order shall not be subject to cancellation except with Seller's written consent and upon terms that will indemnify Seller against all direct, incidental and consequential loss or damages.
10. **LIMITATION ON ASSIGNMENT.** The Buyer may not assign any of its rights or obligations hereunder without the prior written consent of the Seller.
11. **ENTIRE AGREEMENT.** This document contains the entire agreement between Seller and Buyer and constitutes the final, complete and exclusive expression of the terms of the agreement, all prior or contemporaneous written or oral agreements or negotiations with respect to such terms as are included herein or are the subject matter hereof being merged herein. By way of illustration and not limitation, Buyer's order shall be deemed to incorporate, without exception, all terms and conditions herein notwithstanding any order form of buyer containing additional or contrary terms and conditions, unless Buyer shall have expressly advised Seller to the contrary in a writing apart from the printed provisions of such order form, and no acknowledgment by Seller of, or reference by Seller to, or performance by Seller under an order of Buyer shall be deemed to be acceptance by seller of any such additional or contrary terms and conditions. In the event of a written request by Buyer for additional or contrary terms and conditions, such modifications may only be made by a written instrument signed by one of the Seller's corporate officers.
12. **SEVERABILITY.** In the event that any word, phrase, clause, sentence or other provision hereof shall violate any applicable statute, ordinance or rule of law in any jurisdiction in which it is used, such provision shall be ineffective to the extent of such violation without invalidating any other provisions hereof.
13. **GOVERNING LAW.** This document and the sale of any goods hereunder shall be governed by and construed in accordance with the laws of the State of Utah. Whenever there is a conflict of laws, the laws of the State of Utah shall prevail.
14. **RELIANCE ON CREDIT INFORMATION.** The information contained is for the purpose of obtaining credit and is warranted by Buyer to be true. False or misleading information provided by Buyer will cause revocation of any extension of credit by Seller to Buyer.
15. **AUTHORIZATION TO OBTAIN CREDIT INFORMATION.** Buyer hereby authorizes Seller or any credit bureau employed by seller to investigate the references listed herein or statements or other data obtained from Buyer or from any person pertaining to Buyer's credit and to supply further information if requested. **Please Initial**\_\_\_\_\_

I certify that all the information on this form is correct. I fully understand your credit terms and agree to adhere to these terms. I understand that if the buyer pays the account due by credit card under these terms, the pricing discount will be reduced by three percent (3%).

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

NAMES OF PERSONS AUTHORIZED TO CHARGE ON THIS ACCOUNT	
1.	4.
2.	5.
3.	6.



## BANK INFORMATION RELEASE FORM

Please complete and sign this form to avoid delays in processing your application for credit.  
This information will be kept confidential.

Account Name: \_\_\_\_\_

Account Number: \_\_\_\_\_

Bank Name: \_\_\_\_\_

Bank Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Name of Officer: \_\_\_\_\_

Bank Phone: \_\_\_\_\_

I HEREBY AUTHORIZE THE ABOVE BANK TO RELEASE INFORMATION TO PARK CITY NURSERY:

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

**\*\*DO NOT WRITE BELOW THIS LINE – FOR BANK USE ONLY\*\***

Date Acct. Opened \_\_\_\_\_ NSF ( ) YES ( ) NO

Balance today: \_\_\_\_\_ Average Daily Balance: \_\_\_\_\_

Satisfactory: \_\_\_\_\_ Unsatisfactory: \_\_\_\_\_

Completed by: \_\_\_\_\_  
Print name Signature Title

PLEASE COMPLETE THIS SECTION AND RETURN IT TO:

PARK CITY NURSERY  
ATTENTION: JEFF JONES  
FAX 435-615-2796

MOBILE 435-655-5569 OFFICE 435-658-4438  
P.O. Box 681250  
PARK CITY, UT 84068-1250