

CREDIT APPLICATION SECTION



5385 Gateway Boulevard, Suite 12
 Lakeland, FL 33811
 Phone (863) 904-2163
 Fax (866) 499-6885
www.floridaturfsupply.com

Florida Turf Supply Credit Application

Requested Credit Limit \$ _____

Sales Rep's Name _____

Applicant Name _____ **D & B #** _____

Business Name _____ **Fed Tax ID #** _____

Billing Address _____ **City** _____ **State** _____ **Zip** _____

Shipping Address _____ **City** _____ **State** _____ **Zip** _____

Purchasing Contact _____ **Phone** _____ **Fax** _____ **Email** _____

Accounting Contact _____ **Phone** _____ **Fax** _____ **Email** _____

Business Type
 Cooperative Chapter S Corp Private Corp Public Corp Individual Partnership Sole Proprietorship

Tax Exempt?* Yes No * Tax will be charged unless Golf Ventures Inc. is in receipt of a valid tax exemption certificate.

Years in Business _____ **Property (check one)** Owned Leased

Owners	% Owned	Title
Names (attach additional sheets if necessary)	_____	_____
_____	_____	_____
_____	_____	_____

TRADE REFERENCES *Required: Please complete Bank Authorization form (Page 3 attached) and submit with application*

Company	_____	Contact	_____
Address	_____	City	_____ State _____ Zip _____
Fax #	_____	Phone	_____ Email _____
Company	_____	Contact	_____
Address	_____	City	_____ State _____ Zip _____
Fax #	_____	Phone	_____ Email _____
Company	_____	Contact	_____
Address	_____	City	_____ State _____ Zip _____
Fax #	_____	Phone	_____ Email _____

I am making this application for myself or on behalf and with the authority of the above-named company or partnership. Everything that I have stated in this application is true and correct. I understand you will retain this application whether or not it is approved, and I understand that you retain the right to deny credit to the Applicant and that no credit shall be extended until the extension of credit is approved by you. I also understand that you shall retain the right to close this account whenever you deem such action to be necessary.

The Applicant authorizes you to investigate fully the credit of the Applicant, and any required guarantors, through personal interviews with third parties such as family members, business associates, financial sources, credit bureaus, banks or others with whom Applicant is acquainted or doing business. This investigation may include information as to the Applicant's credit capacity, general credit reputation and whatever other matters you deem advisable. If Applicant is a corporation, partnership or other legal entity, Applicant understands that you may request a personal guarantee for this account.

By making this application, Applicant agrees to all terms and conditions stated above and all terms and conditions stated in Addendum I which is attached hereto and incorporated herein by reference.

Print Name _____ **Title** _____

Customer Signature _____ **Date** ____/____/____

PAYMENT TERMS ARE NET 30 DAYS

CREDIT APPLICATION SECTION

FLORIDAY TURF SUPPLY / GOLF VENTURES, INC. TERMS AND CONDITIONS ADDENDUM I TO CREDIT APPLICATION

UNLESS OTHERWISE PROVIDED BY SEPARATE WRITTEN INSTRUMENT DULY SIGNED BY GOLF VENTURES, INC. ("GVI"), ORDERS FROM PURCHASER SHALL BE ACCEPTED ONLY UPON THE TERMS AND CONDITIONS ON THE FACE SIDE AND AS SPECIFIED BELOW. SHIPMENT OF THE GOODS SHALL BE DEEMED TO BE AN ACCEPTANCE BY PURCHASER OF THESE TERMS AND CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS IN PURCHASER'S ACKNOWLEDGEMENT OR OTHER RESPONSE SHALL BE DEEMED OBJECTED TO BY GVI AND SHALL BE OF NO EFFECT.

- 1. PURCHASER'S ORDER:** Any other based on a quotation or otherwise shall be deemed to incorporate, without exception, all the terms and conditions set forth below, regardless of any printed order form from the Purchaser which may contain additional or contrary terms and conditions, unless the Purchaser expressly advises GVI to the contrary in a writing apart from the printed provision of such order. Acceptance by GVI of any such order of Purchaser shall not be deemed to be an acceptance by GVI of any such additional or contrary printed terms or conditions contained in the Purchaser's order form.
- 2. PAYMENT: Payments are only accepted in US dollar (USD) currency.** Purchaser agrees that all invoices are due, in full, within terms established days from the date of the invoice. Invoice amounts not paid by such time will be considered delinquent and subject to finance charges from the date of the invoice. The finance charges are computed at a periodic rate of 1.5% per month, which an annual percentage rate of 18%, applied to the previous unpaid balance, less any previously billed finance charge which has not been paid. The minimum payment due will be payment of Purchaser's indebtedness in full, plus all applicable finance charges. Acceptance by GVI of any partial payment, including all of the invoice amount, less the applicable finance charge, shall not waive the full amount due. By acceptance of the subject goods, Purchaser agrees to pay all collection expenses, including reasonable attorneys' fees and court costs, if it is necessary to collect any invoice amount through legal action. In such event, the finance charge shall continue to accrue at the above rate even after the entry of legal judgment. GVI reserves the right at any time to require payment prior to the time of shipment of goods, if, in the opinion of GVI, Purchaser's financial condition or other circumstances, such as failure to fully pay an outstanding invoice, do not warrant shipment on the terms specified.
- 3. TAXES:** If any tax, charge or fee now or hereafter imposed or increased by any governmental authority or agency, federal, state or municipal, upon the sale, transportation, delivery or servicing of any of the goods or products received by Purchaser, and which tax or other charge is required to be paid or collected by GVI, directly or indirectly, the amount thereof shall be added to the prices to be paid by Purchaser and shall be paid by Purchaser.
- 4. CANCELLATION:** GVI, at its option, and in addition to its other remedies, may, without liability, cancel an order, or refuse shipment, if (a) Purchaser is in default in any payments or other performance due GVI under this or any other agreement, statement of invoice, (b) Purchaser or any guarantor becomes insolvent or a petition in bankruptcy is filed, or (c) causes, beyond GVI's control, make it impossible to assure its timely performance. Subject to the Uniform Commercial Code of the State of Florida, the Purchaser cannot cancel an order after acceptance, except with GVI's consent, which will be subject to terms indemnifying GVI against all loss as a result of the cancellation.
- 5. DISCLAIMER OF WARRANTIES:** GVI is a distributor of products produced by other manufacturers. GVI provides no warranties to Purchaser, and Purchaser agrees that any warranties with respect to any product handled by GVI are exclusively by such manufacturers, **WITHOUT LIMITATION, GVI DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OF THE GOODS OR WARRANTY OF FITNESS FOR PARTICULAR PURPOSE.**
- 6. CLAIMS, DAMAGES, ETC.:** GVI shall not be liable in any event for any special, indirect, consequential or coincidental damages of any kind whatsoever, whether growing out of the use, inability to use, defects in, the condition of delay in delivery, on delivery, or otherwise, of the goods or products covered hereby. Purchaser assumes all risk and responsibility for the use of the products covered hereby and for the results obtained by any such use and agrees to hold GVI harmless from any liability arising out of such use by Purchaser or by any subsequent Purchaser from Purchaser. In no event shall any claim made by Purchaser be greater than the purchase price of the particular product in respect of which damages are claimed.
- 7. RISK OF LOSS:** Delivery of goods to a common carrier or licensed trucker shall constitute delivery to Purchaser, and all risk of loss or damage in transit shall be borne by the Purchaser.
- 8. CONTINGENCIES:** GVI 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, shortage of, inability to obtain or delay in transportation facilities, labor disputes, accidents, any governmental action, prohibition or regulation, non-arrival of any material or equipment used in the manufacture of the products, or the failure of any part to perform any contract with GVI relative to the production of such products, or from any cause whatsoever beyond GVI's reasonable control, whether or not such cause be similar to those enumerated.
- 9. GOVERNING LAW:** The parties agree that in the event of any dispute or disagreement between them relating to this agreement, the law of the State of Florida shall govern their rights and duties hereunder. In addition, the parties agree that any legal action related to this agreement brought by either party shall be brought and exclusively maintained in the courts in and for Polk County, Florida. Purchaser hereby expressly waives any objection to venue or to the exercise of personal or subject matter jurisdiction over Purchaser by such courts, and by its signature on the face side hereof, voluntarily submits to the jurisdiction of those state courts.

CREDIT APPLICATION SECTION

BANK AUTHORIZATION

To: _____ Contact Name _____
Name of Bank _____

Address _____

City _____ State _____ Zip _____

Phone _____ Fax _____ Email _____

TO WHOM IT MAY CONCERN:

This letter serves as authorization for you to provide any and all credit information on my account(s) to GOLF VENTURES, INC. I/we desire that GOLF VENTURES, INC. be furnished this information for the purpose of obtaining credit.

Sincerely,

Name of Account

Account Number

Name of Account

Account Number

Loans Yes No

Customer Signature

Customer Signature

Date ____/____/____

Date ____/____/____

Printed Name

Printed Name

CREDIT APPLICATION SECTION

PERSONAL GUARANTEE

To: FLORIDA TURF SUPPLY

The undersigned, each individually, jointly and severally (collectively, the "Guarantor(s)"), in consideration of FLORIDA TURF SUPPLY / Golf Ventures, Inc., selling and delivering goods, wares and merchandise to:

_____ of _____
Purchaser (Name of Company) (City, County and State)

do hereby fully and unconditionally guarantee the aforesaid account and do further hereby agree that the Guarantor(s) shall be personally responsible, jointly and severally, for the payment, when due, of the purchase price of all such goods, wares and merchandise so sold or delivered, whether evidenced by invoice, open account, acceptance, note or otherwise, plus all finance charges and attorneys' fees and costs accruing thereunder. The Guarantor(s) hereby waives notice of acceptance hereof, amounts of sales, dates of shipments or deliveries, notice of default in payment and legal proceedings against the Purchaser.

This is intended to be, and shall be construed to be, a continuing Guaranty applying to all sales made by you to the Purchaser, and shall not be revoked by the death of the Guarantor(s), but shall remain in full force and effect until you shall have received express and specific notice in writing to make no further advance on the security of this Guaranty. Guarantor(s) agrees to notify GOLF VENTURES, INC., in writing of any change in the form of the Purchaser's business, or ownership of Purchaser's business, within five (5) days of such change.

It is understood and agreed that the Guarantor(s) liability under this Guaranty shall be absolute and unlimited.

You may, at your option, proceed in the first instance against guarantor(s) for any covered liability, and without first resorting to any action against the Purchaser. Guarantor(s) further agrees that you shall have all and any other rights provided by law or under any other documents, all of which rights are cumulative. **GUARANTOR(S) HEREBY CONSENTS TO THE ATTACHMENT OR GARNISHMENT OF ALL EARNINGS OF THE GUARANTOR(S).**

Should it become necessary to place this Guaranty with an attorney for collection, suite or other legal proceedings, the Guarantor(s) hereby agrees, jointly and severally, to pay all costs and expenses of such collections, suit or other legal action, including reasonable attorneys' fees incurred on appeal or in bankruptcy proceedings. Further, the Guarantor(s) waives any and all objections to venue and jurisdiction and agrees that any action related to this Guaranty, brought by either party, must be brought and maintained in the appropriate court in and for Polk County, Florida.

This personal Guaranty guarantees payment of all unpaid invoices on this account as well as any further invoices.

IN WITNESS WHEREOF, the undersigned hereby execute(s) this personal Guaranty this _____ day of _____, 20_____.

Individually Printed Name Drivers License #

Individually Printed Name Drivers License #

Individually Printed Name Drivers License #