

**Butler's Foliage Inc.**  
**17925 SW 216 STREET Miami, FL 33170**  
**(800) 342-1398 Phone: (305) 238-1018 Fax: (305) 378-6954**

**Wholesale Only Certified for California, Texas, Arizona, Canada  
and EUC. Credit Application and Agreement**

Name of Business \_\_\_\_\_  
 Billing Address \_\_\_\_\_ City, State, Zip code \_\_\_\_\_  
 Shipping Address \_\_\_\_\_ City, State, Zip code \_\_\_\_\_  
 Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_  
 Email \_\_\_\_\_ Type of Business \_\_\_\_\_  
 Years in Business \_\_\_\_\_ Amount of Credit Requested \_\_\_\_\_ Estimated Net Worth \_\_\_\_\_  
Ownership (check one)     Proprietorship     Partnership     Corporation

Name of Owner, Partner and/or Principal Officer: \_\_\_\_\_ Title: \_\_\_\_\_  
 Name of Owner, Partner and/or Principal Officer: \_\_\_\_\_ Title: \_\_\_\_\_  
 Accounts Payable Contact: \_\_\_\_\_ Email: \_\_\_\_\_  
 Availability Email: \_\_\_\_\_

References

Bank Name and Address	Phone #	Account #	Checking Account Avg. Balance	Other Accounts Avg. Balance	Loan History		Contact Name	
					Maximum Credit	Present Bal Owed		
1)								
Customer Comments: 2)								
Trade Name	Email	Manner of Payment	Balances Due		Date Sold		Highest Credit	Contact Name
			Current	Past Due	From	To		
1)								
2)								
3)								
Customer Comments:								

1. Customer hereby authorizes Butler's Foliage, Inc. to investigate Customer's credit record and to report Customer's performance under this transaction, or any other agreement between Creditor and Customer, to credit agencies.
2. If an invoice is not paid by Customer within fifteen (15) days after its due date, Customer agrees to pay a default interest charge on the amount owing, equal to five percent (5 %) per month or the highest rate allowed under applicable law, whichever is the lower.

3. If any claims arise with respect to defects in quantity or quality, or as to any other matter, Butler's Foliage, Inc. shall not be liable, if at all, unless Customer shall make written claim to Creditor within Forty-eight (48) hours after receipt of any shipment involved in such a claim, and failure to present any such claim within that time will be considered a waiver of the claim. Any claims made by telephone shall be confirmed immediately in writing to Butler's Foliage, Inc.
4. Butler's Foliage, Inc. does everything possible to prevent unintended insects on plants. In the unlikely event that this should occur, purchaser will need to treat with grower recommended application and have a designated area to do so. Contamination of our clean product can also happen during transport with product from other nurseries.
5. Purchaser understands and acknowledges that product from Butler's Foliage, Inc. is grown in full sun or shade house grown and must be managed accordingly.
6. All shipments are F.O.B. point of shipment. The Customer agrees to resolve all claims arising from shipment directly with the carrier.
7. Customer acknowledges that in the event of nonpayment, its account will be assigned for collection to a Credit Association and/or Agency of the Creditors choice. Customer waives any claim of jurisdiction or venue in the county or state of Customer's residence or place of business, and agrees that, should suit be instituted, personal jurisdiction, as well as venue, will be exclusively in Miami-Dade County, Florida. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO TRIAL BY JURY.
8. In the event that BUTLER'S FOLIAGE, INC. institutes legal proceedings to collect any amount due then Customer will be responsible for any costs incurred in collecting such amount, including, but not limited to, reasonable attorney fees and court costs incurred at both the trial and appellate levels.
9. If any provision hereof is deemed invalid or unenforceable to any extent, the remainder of the terms hereof will not be affected thereby and will be enforced to the greatest extent permitted by law.
10. CREDITOR SHALL NOT BE LIABLE FOR LOSS OF PROSPECTIVE PROFITS OR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES: IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY SHALL BE REPAIR OR REPLACEMENT OF NONCONFORMING GOODS.
11. Under FCC Regulation 03-153, which can be further referenced with pages 10-114 at web address: <http://hraunfoss.i.c.gov/edocspublic/attachment/fcc-03-153.pdf>, regarding the Telephone Consumer Protection Act, the Customer hereby authorizes consent to receive faxes sent by or on behalf of Butler's Foliage, Inc.

Dated: \_\_\_\_\_ Company Name \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

Fed. Tax Identification # \_\_\_\_\_ Social Security # \_\_\_\_\_

SIGNATURE \_\_\_\_\_

PERSONAL GUARANTY

WHEREAS, \_\_\_\_\_ (Name of Customer is or may become indebted to  
Creditor BUTLER'S FOLIAGE, INC.

NOW THEREFORE, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, the undersigned Guarantor hereby absolutely and unconditionally guarantees to Creditor the prompt payment at maturity and all times thereafter of the debt. Guarantor represents that he, she, or it is the owner of a direct or indirect interest in Customer and that Guarantor will receive a direct and material benefit from the goods sold and/or the credit extended.

In the event of default by Principal in payment of the debt or any part thereof, when such indebtedness becomes due, either by its terms or as the result of the exercise of any power to accelerate, Guarantor shall, on demand of the creating or incurring of such indebtedness, pay the amount due thereon to Creditor and it shall not be necessary for Creditor, in order to enforce such payment by Guarantor, first to institute suit or exhaust its remedies against Customer or others liable on such indebtedness.

This Guaranty is executed and delivered as an incident to a credit transaction and in the event of nonpayment as agreed by Customer or Guarantor; it shall be construed and enforced in accordance with the laws of the State of Florida. Guarantor acknowledges that, should collection efforts be instituted, Guarantor shall be responsible for Creditor's costs and reasonable Attorney fees and that both jurisdiction of the person and subject matter, and venue, shall lie in Miami-Dade County, Florida. This is not a contract of suretyship.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Guarantor's PRINTED Name \_\_\_\_\_

SIGNATURE \_\_\_\_\_ Social Security Number \_\_\_\_\_

Home Address \_\_\_\_\_ City/State/Zip code \_\_\_\_\_