



8140 93rd Lane South
Boynton Beach, FL 33472

Toll Free: (800) 753-5127

Phone: (561) 738-4880

Fax: (561) 738-1964

www.DatePalm.com

Credit Application Form

Application Date: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Tel: _____ - _____ - _____ Fax: _____ - _____ - _____ E-Mail _____

Corporation _____ Individual _____ Partnership _____ Subsidiary _____ Federal Id _____

Chief Officer/Owner: _____ Title _____ SS# _____

Operating Officer: _____ Title _____ SS# _____

Are you Sales Tax Exempt? Yes _____ No _____ (If yes, attach state exemption certificate)

Accounts Payable Contact: _____ Phone: _____

Trade and Bank References

1. Company Name _____ Contact _____

Address _____ Phone _____ Fax _____

2. Company Name _____ Contact _____

Address _____ Phone _____ Fax _____

3. Company Name _____ Contact _____

Address _____ Phone _____ Fax _____

4. **Bank** Name _____ Contact _____

Address _____ Phone _____ Fax _____

I/We the undersigned, have submitted this information for the express purpose of obtaining credit. I/We hereby attest that the information contained herein is true and correct. I/We hereby authorize you to investigate the references contained herein, and to investigate other sources to determine My/Our credit worthiness. I/We hereby agree to pay all obligations to Groundworks of Palm Beach County, Inc. in accordance with the payment terms we mutually agree upon from time to time and as indicated on each sales invoice. I/We further agree to pay interest computed at a rate of 1.5% per month, not to exceed 18% per year on invoices not paid within five (5) days of the due date on the invoice. In the event that Groundworks of Palm Beach County, Inc. is forced to carry out any legal action to collect any unpaid balances, I/We agree to pay any costs incurred including but not limited to reasonable attorney fees.

IMPORTANT: The principal of the above referenced company must sign this credit release in order to process this application.

AUTHORIZED SIGNATURE _____ TITLE _____

PRINT NAME OF PERSON SIGNING _____ DATE _____

AUTHORIZED SIGNATURE _____ TITLE _____

PRINT NAME OF PERSON SIGNING _____ DATE _____

OFFICE USE Customer Account # _____ Salesperson _____

Approved By: _____ Date Approved _____ Credit Limit \$ _____

Please fax completed credit application to (561) 423-0115

Please mail original application to: Groundworks of Palm Beach County, Inc., 8140 93rd Lane S., Boynton Beach,



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Application for credit continued

I/we, the undersigned, hereby authorize Groundworks of Palm Beach County, Inc., to request, receive and review our banking history and/or credit records and that may be sought in order to review this credit application for approval. Such information may be sought from our bank or any other investigative or credit agency of its choice. It is understood that Groundworks of Palm Beach County, Inc. agrees to keep all such information in confidence and will not share it with any other party without the expressed written permission of the undersigned.

 Print Name-Owner/Officer Only

 Please Print Title

 Social Security or Federal Identification Number

 SIGNATURE REQUIRED

SPECIAL NOTE: There is a 7-14 day waiting period to complete our credit review

By our signature below we affirm and agree that any and all invoices are due and payable in accordance with the payment terms set forth therein regardless of whether or not you have yet been paid for the products. If Groundworks of Palm Beach County, Inc., at its sole discretion, determines it to be sensible or necessary to initiate collection or position security proceedings, you further agree that you will be liable for reasonable lien, collection and/or attorney costs.

Date: _____

Company: _____

By: _____

AUTHORIZED COMPANY SIGNATURE-MUST BE ORIGINAL

THE ABOVE SIGNATURE MUST BE NOTARIZED IN ORDER TO VALIDATE YOUR ACCOUNT WITH GROUNDWORKS OF P.B. CTY, INC

STATE OF: _____

COUNTY OF: _____

The above signature sworn to and subscribed before me this _____ day of _____, 20____,

(NOTARY SEAL)

 NOTARY PUBLIC
 MY COMMISSION EXPIRES: _____



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Personal Guaranty

THIS PERSONAL GUARANTEE MUST BE SIGNED BY EITHER AN OWNER, GENERAL PARTNER OR CORPORATE OFFICER

The undersigned person hereby personally and unconditionally guarantees payment to **Groundworks of Palm Beach County, Inc.** for all outstanding invoices owed to **Groundworks of Palm Beach County, Inc.** by _____ whose address is _____.

The undersigned guarantor unconditionally waives diligence, demand for payment notice, extension of time for payment notice, notice of acceptance of this guaranty, and any other notice of every kind to the extent such waiver is permissible under applicable law.

The Guarantor acknowledges that **Groundworks of Palm Beach County, Inc.** accepts this Personal Guaranty as a further surety upon which it may rely when extending credit terms to _____. Guarantor understands that he/she makes this Personal Guaranty is a requirement of establishing a credit terms trade account between _____ and **Groundworks of Palm Beach County, Inc.** that _____ will use to charge goods and services purchases from Groundworks.

The undersigned Guarantor further acknowledges that **Groundworks of Palm Beach County, Inc.** will seek to enforce this personal guarantee to collect on any outstanding past due invoices in the event such invoices are not paid by _____. Guarantor agrees to pay all reasonable costs and attorneys' fees incurred by **Groundworks of Palm Beach County, Inc.** in enforcing this guaranty should **Groundworks of Palm Beach County, Inc.**, at its sole discretion, deem it necessary to do so.

Guarantor Signature

Address

Print Guarantor's Name

Date

STATE OF _____)

COUNTY OF _____)

The above signature sworn to and subscribed before me this ____ day of _____, 20____.

(NOTARY SEAL)

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

The Guarantor's signature must be notarized in order for this form to be valid.



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CREDIT TERMS POLICY ACCEPTANCE AGREEMENT

1. We require that credit terms customers fill out a NTO (Notice to Owner) form giving us all of the information necessary to file an NTO on the site where our material is to be delivered. Please be advised that we will not deliver any order until such time as the NTO form has been properly filled out and returned to our offices via fax.
2. It is our firm policy to file NTO's on the 36th day after the invoice date where an invoice remains unpaid at that time regardless of the length of your credit terms with us. We mean you no harm; NTO's are a non-hostile, administrative step that is required by law in order for us to be able to later file a lien if that should become necessary.
3. Initial payment terms are net 30 days from the day you take possession of the inventory or, in the case of multiple truckloads associated to a single invoice, Net 30 days from the day of the first delivery associated to that invoice.
4. **Fluctuating Terms** – When a credit relationship has been formed the customer has the ability to request fluctuating credit terms. The fluctuating terms are offered in the event that the General Contractor / Developer has a slower pay schedule than NET 30. In the event that the customer requires a longer payment term period than that for which their account has been established, such request must be made in writing and in advance of delivery. When choosing to use the fluctuating terms, there will be additional fees and the NTO will be filed on the first day of delivery.
5. We allow a five-day grace period during which a payment received is still considered to be within your terms.
6. Once your credit account is established you will be notified of the initial amount of credit via email and or regular mail. In the event you need to place an order in excess of your credit limit, we will review your account status and payment history and then make a decision as to whether or not we can allow an extension of your credit limit.
7. In the event any invoice is more than 20 days past due we may, at our sole discretion, choose to terminate your account or to place it on a "review" status and require payment in full of all outstanding invoices prior to filling any subsequent orders. We may also then file a Suppliers Lien on any such invoices and institute collection actions. In the event that we file such a lien and in the event the cost of filing exceeds the total of the Administrative Service Charges billed on the invoice, you by your signature below you agree to reimburse us any excess costs to the extent permissible by law.
8. If an invoice becomes more than 20 days past due on three separate occasions during any calendar year, we will consider your account to be delinquent and it will automatically be placed on a "review" status. When an account is placed on review, we are unable to fill orders until such time as the account is paid up to the extent that it is within the authorized payment terms AND senior management has made a decision on the status of the account. Delinquent accounts are subject to termination without further notice.
9. **Groundworks does not offer credit terms on Sales Tax amounts. All terms customers are required to remit Sales Tax within 5 business days of the date of a pick up or delivery for which Sales Tax is payable. It is our policy to close credit accounts where the customer refuses to remit Sales Tax amounts in accordance with this policy.**

Please indicate your acceptance of the terms and conditions set forth above by your dated signature below. Also, please fill in your title and company name where indicated. Please be respectfully advised that our policy requires that we obtain original signatures.

Signature Date

Printed Name

Title

Company Name