

# LANDSCAPE DEPOT, INC.

185 Walter Way, Fayetteville, Georgia 30214, (770) 719-3330; (770) 719-3559 Fax

## Credit Application/Agreement

- Corporation       Sole Proprietor  
 Partnership       LLC Entity

Applicant: \_\_\_\_\_

Street Address(no p o box): \_\_\_\_\_

County: \_\_\_\_\_ Billing Address: (if different) \_\_\_\_\_

Federal ID \_\_\_\_\_ or SSN \_\_\_\_\_

No. Of Employee(s): \_\_\_\_\_ Phone # (\_\_\_\_\_) \_\_\_\_\_ Fax # (\_\_\_\_) \_\_\_\_\_

Length of Time in Business: \_\_\_\_\_ Type of Business: \_\_\_\_\_

If Incorporated, what state: \_\_\_\_\_ Estimated Monthly Purchases: \$ \_\_\_\_\_

### **Principals:**

Name: \_\_\_\_\_ Position: \_\_\_\_\_ SSN: \_\_\_\_\_

Home Address: \_\_\_\_\_ Phone (\_\_\_\_\_) \_\_\_\_\_

Name: \_\_\_\_\_ Position: \_\_\_\_\_ SSN: \_\_\_\_\_

Home Address: \_\_\_\_\_ Phone (\_\_\_\_\_) \_\_\_\_\_

Name: \_\_\_\_\_ Position: \_\_\_\_\_ SSN: \_\_\_\_\_

Home Address: \_\_\_\_\_ Phone (\_\_\_\_\_) \_\_\_\_\_

**Company Credit References:** (Please indicate creditors name, address and phone and fax numbers. Credit Application will not be processed without fax and phone numbers for four references. Otherwise this application is considered incomplete and will not be processed.)

1. \_\_\_\_\_ Fax # (\_\_\_\_\_) \_\_\_\_\_

Address: \_\_\_\_\_ Phone # (\_\_\_\_) \_\_\_\_\_

2. \_\_\_\_\_ Fax # (\_\_\_\_\_) \_\_\_\_\_

Address: \_\_\_\_\_ Phone # (\_\_\_\_) \_\_\_\_\_

3. \_\_\_\_\_ Fax # (\_\_\_\_\_) \_\_\_\_\_

Address: \_\_\_\_\_ Phone # (\_\_\_\_) \_\_\_\_\_

4. \_\_\_\_\_ Fax # (\_\_\_\_\_) \_\_\_\_\_

Address: \_\_\_\_\_ Phone # (\_\_\_\_) \_\_\_\_\_

5. Bank \_\_\_\_\_ Branch: \_\_\_\_\_  
Type of account: \_\_\_\_\_ Account Numbers: \_\_\_\_\_  
**Sales Tax Exempt:** \_\_\_ Yes \_\_\_ No Certificate Number: \_\_\_\_\_

If your company is exempt, the ST-5 form must be submitted with our credit application. If not submitted with the credit application, you will be charged sales tax under the regulations/rules of the State of Georgia Laws. DO NOT confuse your sales tax exemption number with your Federal ID number. THEY ARE TWO SEPARATE NUMBERS.

**ALL ORDERS WILL BE C.O.D. UNTIL CREDIT APPLICATION HAS BEEN PROCESSED AFTER CREDIT HAS BEEN ESTABLISHED YOUR COMPANY WILL BE SET A LIMIT. IF YOU GO OVER YOUR LIMIT, YOUR ACCOUNT WILL BE REVIEWED AND YOU WILL BE NOTIFIED. IF YOU GO OVER 60 DAYS PAST DUE YOUR ACCOUNT WILL BE PUT ON C.O.D. BASIS.**

**Summary of Terms:**

1. All account balances must be paid within 30 days after date of invoice.
2. Invoices are payable 30 days net. A late fee charge of 1.5% per month (18% per annum) will be added to any account which is not paid within 30 days and should it become necessary to refer this account to an attorney for collection, Applicant agrees to pay all costs of collection, including but not limited to court costs and attorney's fees.
3. Accounts with a balance over 60 days will be put on a C.O.D. basis without further notice, and are subject to immediate cancellation.
4. No extension of terms or other settlements of debt shall be allowed without specific authorization in writing from the Credit Manager.
5. Accounts with past due balances or balances exceeding Credit limits are subject to cancellation with no prior notification.
6. This instrument contains the agreement between the parties and no changes in the agreement can be made without the written acceptance of Landscape Depot, Inc.
7. The undersigned, including applicant and any and all Guarantors, acknowledge that Landscape Depot, Inc. is a Georgia corporation having a corporate office and principal place of business in Fayette County. Any dispute arising out of account or charges or payment for labor or materials provided by Landscape Depot, Inc. to Applicant shall be resolved by arbitration in accordance with the Georgia Arbitration Code ( OCGA 9-9-1, et seq ). The arbitration shall be conducted by Keim & Associates, Inc.( 770 347-7717 ).If for any reason such arbitrator cannot conduct the arbitration, it shall be conducted by Henning Mediation & Arbitration Service, Inc. (770 347-7717) .

8. The parties to this Agreement, including Applicant and any and all Guarantors, waive personal service of any notice of arbitration and consent that notice may be made by statutory overnight delivery or by certified U.S. mail to the address provided by Applicant in this Credit Application or at any other address submitted by Applicant in writing.
9. Further, Applicant grants to Landscape Depot, Inc. the right to check any factors pertinent to a fair evaluation of establishing credit.
10. Applicant agrees that this account and all goods and services provided by LDI to applicant are subject to the Georgia Prompt Pay Act (O.C.G.A 13-11-1, et seq).

Credit Application/Agreement submitted this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.  
 By:\_\_\_\_\_ Title:\_\_\_\_\_

Applicant:  
 Name of Company: \_\_\_\_\_  
 By: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

In consideration of credit extended and/or goods and services delivered by Landscape Depot, Inc. (LDI) to the Applicant or Applicant=s designee, the undersigned, jointly and severally, unconditionally guarantee full and prompt payment of all indebtedness and accounts owed by Applicant to LDI including interest computed at the rate of 1.5% per month and all expenses of collection, including reasonable attorney=s fees. Further, the undersigned agrees that LDI may modify or withdraw, at any time the terms of credit extended to Applicant. The undersigned waive presentment, demand, notice of dishonor, protest and all other notices whatsoever and agrees, that LDI may enforce this guaranty without first or contemporaneously or otherwise seeking or proceeding to collect from Applicant.

Guarantor:	Guarantor:
By: _____	By: _____
Print Name: _____	Print Name: _____
Home Address: _____	Home Address: _____
SSN: _____	SSN: _____

**NOTE: PLEASE OBTAIN A COPY OF THE APPLICANT(S) DRIVER=S LICENSE/ID.**

Approved by: \_\_\_\_\_ Title: \_\_\_\_\_  
 Landscape Depot, Inc.

Date: \_\_\_\_\_, 201\_\_