

**SIMMONS IRRIGATION SUPPLY, INC.**  
CREDIT APPLICATION AGREEMENT

BUSINESS NAME: \_\_\_\_\_

PARENT CORPORATION: \_\_\_\_\_

BILLING ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

SHIPPING ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

PHONE:(\_\_\_\_\_) \_\_\_\_\_ FAX:(\_\_\_\_\_) \_\_\_\_\_

MONTHLY CREDIT REQUESTED: \_\_\_\_\_

PAY SALES TAX: YES: \_\_\_\_\_ NO: \_\_\_\_\_ (IF NO, ATTACH RETAIL LICENSE & SC ST-8A , NC E-595 OR GA ST-5 EXEMPTION CERTIFICATE)

PURCHASE ORDER REQUIRED: YES: \_\_\_\_\_ NO: \_\_\_\_\_

<u>TYPE OF OWNERSHIP</u>	<u>NAME &amp; TITLE OF ALL PRINCIPALS</u>	<u>%OWNERSHIP</u>
____ CORPORATION 1)	_____	_____
____ LLC 2)	_____	_____
____ PARTNERSHIP 3)	_____	_____
____ INDIVIDUAL 4)	_____	_____

IN BUSINESS SINCE: \_\_\_\_\_ PROPERTY: OWNED: \_\_\_\_\_ LEASED: \_\_\_\_\_

LIST HOME ADDRESS AND SOCIAL SECURITY NUMBER FOR ALL PRINCIPALS.

<u>STREET</u>	<u>CITY</u>	<u>STATE</u>	<u>ZIP</u>	<u>SS#</u>	<u>PHONE #</u>
1) _____	_____	_____	_____	_____	_____
2) _____	_____	_____	_____	_____	_____
3) _____	_____	_____	_____	_____	_____

<u>TYPE OF OPERATION</u>					
____ GOLF COURSE	____ NURSERY	____ CONTRACTOR	____ MAINTENANCE	____ OTHER	_____

LIST CURRENT MATERIAL SUPPLIERS (Utility Providers & Credit Cards Not Accepted)

<u>NAME</u>	<u>MAILING ADDRESS</u>	<u>CITY</u>	<u>STATE</u>	<u>ZIP</u>	<u>PHONE #</u>
1) _____	_____	_____	_____	_____	_____
2) _____	_____	_____	_____	_____	_____
3) _____	_____	_____	_____	_____	_____
4) _____	_____	_____	_____	_____	_____

BANK NAME: \_\_\_\_\_ CONTACT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ PHONE #: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

CHECKING ACCOUNT #: \_\_\_\_\_ SAVINGS ACCOUNT #: \_\_\_\_\_

CREDIT TERMS

OUR PAYMENT TERMS ARE NET 30 DAYS. IF YOUR ACCOUNT IS OVER 60 DAYS PAST DUE, YOU WILL BE SUBJECT TO LEGAL ACTION AND/OR PROFESSIONAL COLLECTION. A SERVICE CHARGE OF 1.5% PER MONTH (18% APR) WILL BE CHARGED ON OVERDUE BALANCES AND WILL CONTINUE TO BE CHARGED AFTER THE DATE OF JUDGEMENT IF THIS MATTER IS TURNED OVER TO AN ATTORNEY FOR COLLECTION. APPLICANT'S SIGNATURE ATTESTS FINANCIAL RESPONSIBILITY, ABILITY AND WILLINGNESS TO PAY OUR INVOICES AND REASONABLE ATTORNEY FEES IN ACCORDANCE WITH TERMS OFFERED. SIGNATURE AUTHORIZES THE ABOVE REFERENCES TO PROVIDE SIMMONS IRRIGATION SUPPLY ANY REQUESTED CREDIT INFORMATION. APPLICATION MUST BE SIGNED BY AN AUTHORIZED AGENT OR OWNER.

<u>NAME (TYPE OR PRINT)</u>	<u>TITLE</u>	<u>SIGNATURE</u>	<u>DATE</u>
_____	_____	_____	_____

# GUARANTY

REVISED 4/10

The undersigned (Guarantor), having a financial interest in Applicant, and benefiting from the transactions contemplated by this Agreement, hereby personally guarantees the payment by Applicant to Simmons Irrigation Supply, Inc. (Simmons) of all amounts due and owing now, and from time to time hereafter. Guarantor expressly waives notice from Simmons of its acceptance and reliance on this personal guaranty, notice of sales made to Applicant and notice of default by Applicant. The obligations of Guarantor hereunder shall not be affected, excused, modified or impaired upon the happening, from time to time of any event. No set-off, counter-claim or reduction of any obligation, or any defense of any kind, or nature which the Guarantor has or may have against Applicant or Simmons shall be available hereunder to the Guarantor against Simmons. In the event of default, by Applicant on its obligations to Simmons, Simmons may proceed directly to enforce its rights hereunder and shall have the right to proceed first against Guarantor, without proceeding with or exhausting any other remedies it may have. Guarantor agrees to pay all costs, expenses, and fees, including reasonable attorneys/agencies' fees, which may be incurred by Simmons in enforcing this personal guaranty or protecting its rights following and default on the part of Guarantor, Guarantor agrees that an interest charge of one and one-half percent (1.5%) per month, or the highest rate permitted by law, whichever is less, shall be assessed on any amount due and owing to Simmons by Guarantor under this personal guaranty until collected. Interest charge will continue to be charged after date of judgement if this matter is turned over to an attorney for collections. This personal guaranty shall be binding upon Guarantor, the Guarantor's heirs, successors, assigns, and representatives and survivors, and shall inure to the benefit of Simmons, its successors and assigns. If more that one guarantor, the obligations of the Undersigned shall be joint and several.

Business Name: \_\_\_\_\_

**GUARANTORS:**

FULL NAME (PRINT)	SIGNATURE	S.S.#	DATE
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____

Before me, the undersigned authority, personally appeared \_\_\_\_\_, and who acknowledged before me that they executed the foregoing instrument as their voluntary act and deed. In Witness Whereof, I have hereunto set my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

My commission expires \_\_\_\_\_.

\_\_\_\_\_, Notary Public

County of \_\_\_\_\_, State of \_\_\_\_\_.

**ALL** Signatures Must Be Notarized