



APPLICATION FOR A BATH, INC WHOLESALE NURSERY HOUSE ACCOUNT

1801 McLaughlin Lane, Fort Collins, CO 80525 (970) 493-4026 F: (970) 449-4789

Wholesale prices are intended for use only by professionals in the LANDSCAPE and NURSERY TRADE. Proof of involvement in the industry as a main income source is needed in order to be a Bath Wholesale Nursery Trade Customer. This proof needs to be a combination of 3 forms of Business ID. We will keep copies. Examples below:

- A state sales tax license
- A Business Check
- A Business Card
- A copy of a horticulture license, issued by a state municipality.
- A copy of your Business License

We will also accept:

- Utility Bill with Business Address
(The above forms have to have the Landscape Company Name on them)
- Drivers License of Owner of the Company

COMPANY NAME: _____

YEARS IN BUSINESS: _____

BILLING ADDRESS: _____

NURSERY LICENSE#: _____

ABORIST'S LICENSE #: _____

PHONE #: _____

TAX EXEMPT # (include copy): _____

FAX #: _____

EMAIL: _____

ACCOUNTS PAYABLE CONTACT: _____

A/P PHONE #: _____

NAME OF OWNER/PRINCIPLE OFFICER: _____

SSN# and/or FEIN: _____

TYPE OF BUSINESS: (CHECK ONE)

- PROPRIETORSHIP
- CORPORATION
- JOINT VENTURE
- OTHER: _____

WHAT IS YOUR PRIMARY BUSINESS?

- LANDSCAPE CONSTRUCTION
- GARDEN CENTER/NURSERY
- GOVERNMENT INSTITUTION
- LANDSCAPE/LAWN MAINTENANCE
- GENERAL CONTRACTOR
- RENTAL MANAGEMENT

TYPES OF PLANT MATERIAL THAT YOU WILL MOST LIKELY BE PURCHASING (CHECK ALL THAT APPLY):

- TREES
- SHRUBS
- BEDDING PLANTS AND PERENNIALS
- GARDEN SUPPLIES

ESTIMATED ANNUAL PURCHASES:

- \$0.00 - \$500.00
- \$501.00 - \$3000.00
- \$3000.00 and up
- NOT APPLICABLE

BANK INFORMATION

BANK NAME: _____

ADDRESS: _____

TELEPHONE: _____

CONTACT OFFICER: _____

CHECKING ACCT#: _____

OTHER ACCTS #: _____

PRINCIPAL TRADE REFERENCES

NAME: _____
ADDRESS: _____
CITY, STATE, ZIP: _____
PHONE#: _____
FAX#: _____

NAME: _____
ADDRESS: _____
CITY, STATE, ZIP: _____
PHONE#: _____
FAX#: _____

NAME: _____
ADDRESS: _____
CITY, STATE, ZIP: _____
PHONE#: _____
FAX#: _____

NAME: _____
ADDRESS: _____
CITY, STATE, ZIP: _____
PHONE#: _____
FAX#: _____

The information on this application is for the purpose of establishing a credit line, and applicant acknowledges that Bath Nursery, Inc. will rely substantially upon it for granting credit. Applicant certifies that such information is true, correct and complete. Applicant accepts and agrees to the terms and conditions on the reverse side of this application, to include a delinquency charge at a rate of two percent (2%) per month and all expenses and reasonable attorneys' fees incurred by Bath Nursery, Inc. to collect said debt. Purchases and/or deliveries are authorized by the Agreement to be made without signature.

Signature: _____

Title: _____

Printed Name: _____

Date: _____

TERMS AND CONDITIONS

In consideration of any credit extended, the undersigned individually guarantee full and prompt payment of all invoices Bath Nursery, Inc. renders for materials furnished. This shall be continuing guaranty and the undersigned waive all rights to require Bath Nursery, Inc. to proceed against the debtor or any other party or collateral before enforcing the guaranty. This guaranty covers the above obligation, together with interest at the rate of two percent (2%) per month, and all expenses and reasonable attorneys' fees incurred by Bath Nursery, Inc. to collect the said debt. This guaranty shall remain in force until its revocation is acknowledged in writing.

SIGNATURE: _____, INDIVIDUALLY PRINT NAME: _____ DATE: _____

SIGNATURE: _____, INDIVIDUALLY PRINT NAME: _____ DATE: _____

1. **CONTRACT PAYMENT.** Applicant agrees to make payment in full each month for all material purchased on this account on or before the due date shown on the invoice.
2. **SECURITY INTEREST AND MATERIALS.** Applicant grants to Bath Nursery, Inc. a purchase money security interest under the Uniform Commercial Code in all materials purchased on this Account until paid for by Applicant. Applicant agrees to sign, upon request, any financing statement, and any other instrument, document or papers and to do all acts Bath Nursery, Inc. may require to protect or perfect its security interest in materials sold under this Agreement. Applicant is responsible for any loss or damage to the materials until the price is fully paid.
3. **DEFAULT.** If Bath Nursery, Inc. accepts any payment after the date it is due, such exceptions shall not affect the due date of any other sums on the account, nor will it act as extension of time for payment of any sums then remaining unpaid. It will also not modify any of Bath Nursery, Inc.'s rights under this Agreement. Any failure to make a payment when due shall constitute an event of default. In the event of default, Bath Nursery, Inc. shall be free to exercise all remedies permitted under state law, including, but not limited to repossession of materials.
4. **DELINQUENCY CHARGE, ASSESSMENTS AND OTHER CHARGES.** If Bath Nursery, Inc. does not receive the amount due within five (5) days of the due date shown on the invoice, a delinquency charge will, at Bath Nursery, Inc.'s option, be imposed on the delinquency balance at a rate of two percent (2%) per month, or less as permitted by law. In addition, Applicant shall be liable for all other expenses, including reasonable attorneys' fees incurred by Bath Nursery, Inc. as a result of any such default.

5. ACCELERATION. In the event of default by Applicant under this Agreement, Bath Nursery, Inc. may declare the entire unpaid balance of this account due and payable.
6. CREDIT INVESTIGATION AND DISCLOSURE. Bath Nursery, Inc. has the right to investigate Applicant's credit and financial records, to verify Applicant's credit references and to report Applicant's performance of this application to credit bureaus or other interested parties.
7. CONTRACT SUBJECT TO APPROVAL. This Agreement is subject to approval by an authorized representative of Bath Nursery, Inc. Extension of credit under this Agreement shall be deemed to be approval by Bath Nursery, Inc.
8. WAIVER. No claim, right or remedy of Bath Nursery, Inc. arising under this Agreement may be discharged in any manner by waiver or renunciation unless the waiver or renunciation is supported by consideration, is in writing, and is signed by an authorized representative of Bath Nursery, Inc.
9. INTEGRATION. The terms and conditions set forth in this application constitute a complete and exclusive statement of the Agreement between Bath Nursery, Inc. and Applicant. Any oral agreements or understanding to the contrary shall be of no effect. The terms and conditions of this account can be modified only by written amendment signed by an authorized representative of Bath Nursery, Inc.
10. GOVERNING LAW. This application will be governed by the law of the state of Colorado and venue shall be proper with the courts of Larimer County, Colorado.
11. USE OF MATERIALS. Applicant represents that the materials to be purchased on this account are primarily for commercial or business purposes.

WHOLESALE NURSERY HOURS OF OPERATION:

Monday – Friday: 8:00 am – 5:00 pm
Saturday – Sunday: Closed or by appointment only

ORDERS TO BE PLACED IN ONE OF THE FOLLOWING WAYS:

1. Fax order: (970) 449-4789
2. Call: (970) 493-4026 or (970) 217-1349
3. Email: hklebes@bathincwholesale.com

TURN-AROUND TIME FOR ORDERS:

Minimum of 24 hours. This time frame is subject to change based on availability.

- Orders placed by noon will be ready for pick-up the following day.

TO RECEIVE WHOLESALE PRICING:

Order must be placed using one of the 3 above methods and purchased at the Wholesale location. Orders purchased at the Retail Nursery will received a discount of 10% *only*.

Upon completion of the approval process you will be contacted regarding your account status.

Thank you, and we look forward to working with you in the future.

Bath, Inc.