



Account Number \_\_\_\_\_

**ORGANIZATION (Please Print or Type)**

**Adams Wholesale Supply**

Name of Organization			Application Date
Billing Address	City, State, Zip	County	Building is: <input type="checkbox"/> Owned <input type="checkbox"/> Rented
Shipping Address (if different from above)	City, State, Zip	Est. Purchases	Check if Required: <input type="checkbox"/> Purchase Order <input type="checkbox"/> Job Name
Area Code and Phone Number	Area Code and Fax	Area Code and Cell	Do you pay sales tax? <input type="checkbox"/> Yes <input type="checkbox"/> No
E-mail Address(es) *Please note that all invoices will be e-mailed to these addresses.			Date Started
<input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> L.L.C. <input type="checkbox"/> Other		Contractor's License Number & ST./Nursery Floral Certification Number (if applicable)	
Fed Tax ID Number			

**OFFICERS/OWNERS**

Principal/Owner/Title	Street Address	City, State, Zip	Social Security # DL#/ST/DOB
Principal/Owner/Title	Street Address	City, State, Zip	Social Security # DL#/ST/DOB
Principal/Owner/Title	Street Address	City, State, Zip	Social Security # DL#/ST/DOB

**LIST EMPLOYEES AUTHORIZED TO PICK UP PRODUCTS**


**ACCOUNTS PAYABLE CONTACT:**

**BUSINESS TYPE (Check Only One Please)**

- |   |  |  |   |
|---|--|--|---|
| <input type="checkbox"/> Irrigation Contractor 01               | <input type="checkbox"/> Landscape Lighting 10 | <input type="checkbox"/> Golf 31                       | <input type="checkbox"/> Private Sector 35      |
| <input type="checkbox"/> Landscape Contractor 04                | <input type="checkbox"/> Other Contractors 15  | <input type="checkbox"/> Municipality/Utilities 32     | <input type="checkbox"/> Growers/Farm 40        |
| <input type="checkbox"/> Landscape Maintenance 04               | <input type="checkbox"/> Well Driller 17       | <input type="checkbox"/> Apartment/Condo Management 34 | <input type="checkbox"/> Landscape Architect 50 |
| <input type="checkbox"/> Irrigation & Landscapes' Contractor 04 | <input type="checkbox"/> Supply House 20       | <input type="checkbox"/> Builder/Developer 34          | <input type="checkbox"/> Other (please list)    |

**TRADE REFERENCES**

Name	Area Code and Phone Number	Area Code and Fax
1.		
2.		

**BANK REFERENCE**

Bank (Business)	Location	Account #	Area Code and Phone Number	Contact Officer
Bank (Personal)	Location	Account #	Area Code and Phone Number	Contact Officer

**BEFORE EVALUATION CAN BE MADE, APPLICATION MUST BE COMPLETED IN FULL.**

## PERSONAL GUARANTY

For good and valuable consideration I/We (Guarantor) personally and unconditionally guaranty and promise to pay, on demand, to SiteOne Landscape Supply, LLC, and affiliated companies (Sellers), all indebtedness of the Purchaser to Sellers which is now due or may at any time hereafter become due regardless of the form or manner in which incurred. This is a continuing guaranty of payment, not merely of collection, and shall remain in force until revoked by Guarantor by notice in writing, Certified Mail Return Receipt Requested, to Seller, but such revocation shall be effective only as to claims of Seller which arise out of transactions entered into after Seller's receipt of such notice. The incorporation, merger, reorganization or sale of the Purchaser shall not operate as a termination of the guaranty, and this Personal Guaranty shall continue as to credit extended such other entity. Guarantor agrees to pay all costs of collection, including attorneys' fees, incurred with respect to the debt of Purchaser or this guaranty. Except as prohibited by applicable law, Guarantor waives any right to require Sellers (A) to continue to extend credit to Purchaser; (B) to make any presentment, protest, demand, or notice of any kind, including notice of any nonpayment of the Indebtedness or of any nonpayment related to any collateral, or notice of any action or nonaction on the part of Purchaser, Sellers, any surety, endorser, or other guarantor in connection with the Indebtedness or in connection with the creation of new or additional loans or obligations; (C) to resort for payment or to proceed directly or at once against any person, including Purchaser or any other guarantor; (D) to proceed directly against or exhaust any collateral held by Sellers from Purchaser, any other guarantor, or any other person. In addition to the terms stated in this Guaranty, Guarantor also agree to the Terms and Conditions for Purchaser's account with Sellers.

Guarantor agrees the Sellers may obtain one or more credit reports regarding Guarantor in connection with the acceptance of this guaranty or at any time thereafter.

### Signatures

_____	_____
signature (owner)	signature (owner)
_____	_____
print	print
Social Security # _____	Social Security # _____
_____	_____
signature (spouse)	signature (spouse)
_____	_____
print	print
Social Security # _____	Social Security # _____

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## AUTHORIZATION STATEMENT

Your signature below indicates that you are an owner, officer, or authorized buyer of Purchaser and that Purchaser agrees to the attached Terms and Conditions. In addition, each of the undersigned specifically represents to SiteOne Landscape Supply, LLC, and affiliated companies (Sellers), and agrees and acknowledges that: (1) the products will not be used for any illegal or prohibited purpose or use; (2) all statements made in this application are made for the purpose of obtaining an extension of credit for business purposes, and not for any personal, family or household purposes; (3) Sellers may verify or reverify any information contained in the application from any source named in this application, and Sellers may retain the original and/or an electronic record of this application, even if the extension of credit is not approved; (4) Sellers may continuously rely on the information contained in the application, and Purchaser is obligated to amend and/or supplement the information provided in this application if any of the material facts that Applicant has represented herein should change prior to any sale; (5) Purchaser's transmission of this application as an "electronic record" containing Applicant's authorized representative's "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or Purchaser's facsimile transmission of this application containing a facsimile of Purchaser's authorized representative's signature, shall be as effective, enforceable and valid as if a paper version of this application were delivered containing an original written signature.

By signing below, I/We agree to the below terms and conditions of open account. The undersigned is duly authorized to execute this agreement on behalf of the purchaser.

Signature

By: \_\_\_\_\_

Authorized Signature

Print Name

Title

Company Name

Date

## TERMS AND CONDITIONS

In consideration of the extension of credit by Sellers to Purchaser, and by signing the Application hereinbefore and made a part hereof, Purchaser agrees to the following terms and conditions, which terms and conditions are a part of this Application:

1. Upon approval of this Application, Sellers, in their sole discretion, will assign Purchaser a maximum credit line and shall have the right to increase, decrease, or terminate Purchaser's credit privileges under this Application at any time without prior notice to Purchaser, except as otherwise provided by law.

2. All purchases by Purchaser of goods and/or services from Sellers will be made in accordance with the terms and conditions of this Application and any Invoices and/or other documents evidencing the Purchaser's obligations to Sellers, all of which are incorporated herein by this reference. Purchaser agrees and understands that Sellers, at their sole discretion may change the terms and conditions.

3. Payment of the purchase price for goods and/or services acquired from Sellers shall be made pursuant to the terms set forth on each Invoice, and Purchaser agrees to pay all charges according to the payment terms established in said Invoice, including all orders made on its behalf. The entire outstanding balance due to Sellers on all Invoices shall become due in full immediately upon default in the payment of any Invoice. To the extent Purchaser provides a list of persons authorized to place orders on behalf of Purchaser ("Authorized Purchasers"), Purchaser shall be responsible for notifying Sellers of any changes to the list of Authorized Purchasers. Without limiting the forgoing, Purchaser shall be liable for payment of all orders placed by an Authorized Purchaser.

4. Purchaser agrees to pay interest in the amount of 1-1/2% per month, or the highest rate permitted by law, whichever is less, on any payment considered past due until collected. Purchaser agrees to pay all costs of collection incurred by Sellers, including attorneys' fees and expenses, should a default in payment or any other obligation of Purchaser occur.

**5. If this Application is not approved in full, or if any other adverse action is taken with respect to Purchaser's credit with Sellers, Purchaser has the right to request within 60 days of Sellers' notification of such adverse action, a statement of specific reasons for such action, which statement will be provided within 30 days of said request.** The federal Equal Credit Opportunity Act prohibits creditors from discrimination against credit applicants on the basis of race, color, religion, national origin, sex, marital status, or age (provided that Purchaser has the capacity to enter into a binding contract); because all or part of Purchaser's income derives from any public assistance programs; or because Purchaser has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning the creditor is the Federal Trade Commission, Washington, D.C.

6. Purchaser hereby agrees to immediately notify Sellers of any sale of a significant portion of the assets

or business of Purchaser, or a sale of a substantial interest in the capital stock or other ownership interest of Purchaser.

7. Purchaser agrees to neither order nor accept goods from Sellers while Purchaser is insolvent within the meaning of Section 1-201(23) of the Uniform Commercial Code. Every order placed, or delivery accepted, while the Purchaser is insolvent shall constitute a written misrepresentation of solvency to Sellers within the meaning of Section 2-702(2) of the Uniform Commercial Code.

8. Sellers and Purchaser agree that any litigation of or concerning this Application or all transactions pursuant to this Application shall only be brought in the state or federal courts in the State of Georgia. This Application and all transactions made pursuant to this Application shall be governed by the laws of the State of Georgia regardless of the choice of law rules thereof.

9. APPLICANT GIVES UP ANY RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF A CLASS IN A CLASS ACTION.

10. JURY TRIAL WAIVER: BOTH PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BASED HEREON OR RELATING TO THE SUBJECT MATTER OF THIS APPLICATION AND ANY TRANSACTIONS PURSUANT TO THIS APPLICATION.

11. Notwithstanding anything to the contrary in the foregoing paragraph, and in addition thereto, Purchaser hereby agrees that Sellers may, at Sellers's sole option, require Purchaser to arbitrate any controversy or claim arising out of or relating to this Application, or any credit extended by Sellers to Purchaser or any other issue. If Sellers chooses arbitration, such controversy or claim shall be arbitrated by the American Arbitration Association in accordance with its Commercial Arbitration rules, and any judgment or award rendered in connection therewith shall be entered in any court having jurisdiction thereof. Purchaser hereby consents to the arbitration in Atlanta, Georgia. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute. The arbitrator(s) shall not award consequential damages in any arbitration initiated under this section. The arbitrators may determine how the costs and expenses of the arbitration shall be allocated between the parties, but they shall not award attorneys' fees.

12. To secure the full and timely payment by Purchaser to Sellers of all now existing and hereafter arising amounts due Sellers, Purchaser hereby grants to Sellers a security interest and lien in and to all goods, inventory, equipment, and fixtures sold to Purchaser by Sellers from time to time, and all other assets of Purchaser, including, without limitation, all of Purchaser's now existing or owned or hereafter arising or acquired (a) accounts; (b) goods for sale, lease, or other disposition by Purchaser which have given rise to Accounts and have been returned to or repossessed or stopped in transit by Purchaser; (c) chattel paper, electronic chattel paper, tangible chattel paper,

documents of title, instruments, documents, general intangibles, payment intangibles, letter of credit rights, letters of credit, and supporting obligations; (d) goods, including, without limitation, inventory, equipment, fixtures, trade fixtures, and vehicles; (e) investment property; (f) deposits, cash and cash equivalents, and any property of Purchaser now or hereafter in the possession, custody or control of Sellers; (g) deposit accounts held with any depository institution; (h) all other personal property of Purchaser of any kind or nature; and (i) all commercial tort claims (collectively, the "Products") and all cash and non-cash proceeds of all of the foregoing property, including, but not limited to, proceeds of all insurance policies insuring the foregoing. Purchaser hereby authorizes Sellers to file and perfect any and all statutory lien rights and any rights under indemnity or performance bonds at any time regardless of whether payment is due to Sellers under Sellers' payment terms with Purchaser. Purchaser shall execute and deliver to Sellers, at any time and from time to time, all agreements, instruments, documents, and other written matter (the "Supplemental Documentation") that Sellers may request, in form and substance acceptable to Sellers, to perfect and maintain perfected Sellers' priority security interest and lien in and to the Products and/or other lien or bond rights provided herein, and to otherwise consummate the transactions contemplated by this paragraph. Purchaser, irrevocably, hereby makes, constitutes and appoints Sellers, and all persons designated by Sellers for that purpose, as Purchaser's true and lawful attorney and agent-in-fact, to sign the name of Purchaser on the Supplemental Documentation if required, and to deliver such Supplemental Documentation to such persons as Sellers may reasonably elect. Purchaser hereby authorizes Sellers to prepare and file any Uniform Commercial Code ("UCC") financing statements, amendments to UCC financing statements, and any other filings or recordings in all jurisdictions where Sellers determine appropriate without Purchaser's signature, and authorizes Sellers to describe the collateral in such financing statements in any manner as Sellers determines appropriate.

13. Furthermore, to secure the full and timely payment to Sellers of the entire purchase price of all inventory, equipment, goods, supplies, merchandise, and other personal property, now or hereafter acquired by Purchaser from Sellers or financed by Sellers for Purchaser, whenever sold, consigned, or delivered, directly or indirectly, to or for the benefit of Purchaser, together with all charges and liabilities arising from time to time due to Sellers from Purchaser in connection with any such purchases (the "Purchase Money Collateral"), Purchaser hereby grants to Sellers a first position priority purchase money security interest and lien in and to the Purchase Money Collateral, and all additions and accessions to, parts, substitutions for and replacements, products and cash and non-cash proceeds of the Purchase Money Collateral, including,

but not limited to, all accounts and all proceeds of all insurance policies insuring the Purchase Money Collateral.

14. Purchaser and the person(s) signing this Application or any other document in connection with this Agreement authorize Sellers at any time and from time to time to obtain a consumer report, credit report, civil judgment report, and/or criminal background check on each such individual and entity. Each such individual and entity agrees to permit Sellers to share the information contained herein, and any other information regarding Purchaser, with its affiliates, subsidiaries, and parents and with other entities with which Sellers do business.

15. Purchaser, and the person(s) signing this Agreement or any other document in connection with this Agreement, give its/their express consent to (a) receive correspondence, marketing materials, run lists, and any other communication from Sellers by either fax or email sent to the fax numbers or email addresses provided by Purchaser, its officers, directors, shareholders, partners, agents, subcontractors, or employees, and (b) receive calls, including those placed by automatic telephone dialing systems and/or using prerecorded or artificial voices, or text messages at any telephone number provided by Purchaser, its officers, directors, shareholders, partners, agents, subcontractors, or employees or otherwise.

16. Purchaser agrees that Sellers may monitor and record telephone calls regarding Purchaser's account to assure the quality of service or for other reasons.

17. The parties agree to comply with the laws, regulations, and requirements of the United States. This includes, without limitation, the applicable export control and economic sanctions laws, regulations, and requirements administered by the Commerce Department's Bureau of Industry and Security and the Treasury Department's Office of Foreign Assets Control as they may govern the export and re-export of items supplied under these Terms and Conditions. Purchaser further agrees that it will not make any payment, directly or indirectly, that would cause a violation of the anti-bribery laws of any country or jurisdiction, including without limitation the U.S. Foreign Corrupt Practices Act which, *inter alia*, prohibits certain payments to foreign government officials for the purpose of obtaining or retaining business.

18. If any provision of this Agreement, whether a paragraph, sentence, or a portion thereof, is determined by a court of competent jurisdiction to be null and void or unenforceable, such provision shall be deemed to be severed, and the remaining provisions of this terms and conditions shall remain in full force and effect.

## NOTICES

NOTICE TO CALIFORNIA RESIDENTS: Purchaser, if married, may apply for a separate account.

NOTICE TO CALIFORNIA RESIDENTS: By signing this credit application, Purchaser consents to Sellers obtaining a credit report for the purposes of evaluating this application and to obtain subsequent credit reports, in connection with this transaction, for the purpose of reviewing the account, taking collection action on the account, or for any other legitimate purpose associated with the account.

NOTICE FOR NEW YORK AND VERMONT RESIDENTS: Sellers may obtain your credit reports, for any legitimate purpose associated with the account or the application or request for an account, including but not limited to reviewing, modifying, renewing and collecting on your account. On your request, you will be informed if such a report was ordered. If so, you will be given the name and address of the consumer reporting agency furnishing the report.

NOTICE TO OHIO RESIDENTS: Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

NOTICE FOR WASHINGTON RESIDENTS – Washington State law against discrimination prohibits discrimination in credit transactions because of race, creed, color, national origin, sex or marital status. The Washington State Human Rights Commission administers compliance with this law.

NOTICE FOR WISCONSIN RESIDENTS: No provision of any marital property agreement, unilateral statement, or court order applying to marital property will adversely affect a creditor's interests unless, prior to the time credit is granted, the creditor is furnished with a copy of the agreement, statement or court order, or has actual knowledge of the provision.