



**Section C: Credit References** (Complete only if applying for credit) Date applying for credit: \_\_\_\_\_

1. Credit References

Credit Cards \_\_\_\_\_

Automobile Loans \_\_\_\_\_

Mortgage on Real Estate \_\_\_\_\_

Other \_\_\_\_\_

2. Business References (At least one major supplier, floral preferred)

Name: \_\_\_\_\_ Acct # \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_ Telephone: ( ) \_\_\_\_\_

Name: \_\_\_\_\_ Acct # \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_ Telephone: ( ) \_\_\_\_\_

**Section D: Bank References** (Must be completely filled out)

Name & Branch: \_\_\_\_\_ Checking Acct. #: \_\_\_\_\_

Address: \_\_\_\_\_ Telephone: ( ) \_\_\_\_\_

Name of Officer You Deal With: \_\_\_\_\_

Name & Branch: \_\_\_\_\_ Checking Acct. #: \_\_\_\_\_

Address: \_\_\_\_\_ Telephone: ( ) \_\_\_\_\_

Name of Officer You Deal With: \_\_\_\_\_

**Internal Use Only**

EV  PP  R  G  N  M  H  O  E  S  W  F  I

**Section E: Representations and Agreement**

1. Sales other than C.O.D. are not automatically approved. Past sales other than C.O.D. do not preclude Dillon Floral Corporation from requiring sales on C.O. D. at any future time.

2. All purchases must be paid by the 10th of the month following the month of purchase. If an account is not paid before the end of the month in which payment is due, the account will be deemed to be in default and a service charge of 2.0% per month shall be assessed and calculated on the unpaid balance, with compounding of interest (APR is 26.824%.)

3. Dillon Floral Corporation is hereby authorized to check the credit history of the applicant, and the credit and bank references are hereby authorized to disclose the applicant's credit history.

4. A minimum charge of \$40 will be applied for any checks tendered to Dillon Floral Corporation which are not honored by the drawee bank because of insufficient funds or for other reasons. All such checks will be submitted to the District Justice if not fully replaced within 10 days of registered notice.

5. Claims made by the applicant must be made within 48 hours of receipt and must include a date and invoice number in order for claims to be processed and considered by Dillon Floral Corporation.

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**Section E: Representations and Agreement (continued from page 2)**

6. All prices are F.O.B. the designated service branch of Dillon Floral Corporation. Prices are subject to change without notice.
7. Orders from applicant are received by Dillon Floral Corporation subject to any conditions beyond the control of Dillon Floral Corporation, such as market changes, crop failures, scarcity of stock, defaults of shippers, etc.
8. Dillon Floral Corporation disclaims any implied warranties of merchantability or fitness for any particular purpose and the applicant hereby waives any right to assert such warranties.
9. The terms asserted herein constitute the entire agreement of the parties and supersedes all other oral or written understandings. The terms set forth herein shall not be amended or modified except in writing signed by an officer of Dillon Floral Corporation. Any and all other terms and conditions asserted in purchase orders or documents submitted to Dillon Floral Corporation shall have no effect to alter the terms and conditions of this agreement.
10. If the applicant is a sole proprietorship or a partnership which, subject to the execution of this application, incorporates, the undersigned agree to be jointly and severally liable for any indebtedness incurred by or transferred to such corporation regardless of whether the incorporation was with or without the knowledge of Dillon Floral Corporation. If the applicant is a corporation which is succeeded by a successor corporation, the undersigned agree to be jointly and severally liable for any indebtedness incurred by the successor corporation.
11. All transactions between the parties shall be governed by the laws of the Commonwealth of Pennsylvania. The parties hereto consent to the jurisdiction of the Commonwealth of Pennsylvania and designate Columbia County, Pennsylvania as the venue for any and all disputes. Applicant hereby agrees that service of process may be effectuated by mailing a copy of the summons and complaint to the last known address of the applicant.
12. Signature below by the applicant or applicant's representative indicates agreement by the applicant to the terms stated herein and the applicant's authorization of the person signing to act as agent for applicant in agreeing to these terms and conditions.
13. If the applicant defaults in his/her/its obligations hereunder and Dillon Floral Corporation retains an attorney or collection agency to collect on the account, the applicant will pay all attorney fees and costs incurred in such collection.

**Section F: Personal Guarantee**

In consideration of Dillon Floral Corporation ("Seller") making available to Applicant a credit account subject to Seller's normal terms, the undersigned, as shareholders/principals of Applicant, unconditionally and personally guarantee(s), jointly and severally, the prompt payment of the total amount of all of Applicant's obligations now existing or arising out of future purchases from the Seller. The undersigned consent to, and waive notice of, any past or future agreement or arrangements including agreements to extend, subordinate, discharge or compromise any portion of the debt, or of other obligors. When any indebtedness falls due, Seller may proceed against me/us as if I/we were the primary obligor(s). The undersigned certify that I/we have read all of the terms and conditions of the Credit Application and Agreement.

Signed: \_\_\_\_\_ Print Name: \_\_\_\_\_  
Signed: \_\_\_\_\_ Print Name: \_\_\_\_\_  
Signed: \_\_\_\_\_ Print Name: \_\_\_\_\_

**Section G: Sign & Date**

Signed: \_\_\_\_\_ Print Name: \_\_\_\_\_  
Signed: \_\_\_\_\_ Print Name: \_\_\_\_\_  
Social Security #: \_\_\_\_\_ Social Security #: \_\_\_\_\_  
DATE: \_\_\_\_ / \_\_\_\_ / \_\_\_\_