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## CONFIDENTIAL CREDIT APPLICATION AND AGREEMENT

To Marion Nursery, LLC: For the purpose of procuring and establishing credit, from time to time, with Marion Nursery, LLC the undersign Applicant furnishes the following information. Applicant represents and warrants said information is true and correct.

### BUSINESS CONTACT INFORMATION

Title		Date business commenced	
Company name		<input type="checkbox"/> Sole proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Other	
Phone   Fax			
E-mail			
Registered company address City, State ZIP Code			

### BUSINESS AND CREDIT INFORMATION

City, State ZIP Code		Bank name:	
How long at current address?		Primary business address City, State ZIP Code	
Phone		Phone	
Fax		Account number	
E-mail		Type of account	<input type="checkbox"/> Savings <input type="checkbox"/> Checking <input type="checkbox"/> Other

### SUPPLIER REFRENCES (LIST AT LEAST THREE)

Company name		Phone	
Address		Fax	
City, State ZIP Code		E-mail	
Company name		Phone	
Address		Fax	
City, State ZIP Code		E-mail	
Company name		Phone	
Address		Fax	
City, State ZIP Code		E-mail	

**APPLICANT: PLEASE READ TERMS AND CONDITIONS AND SIGN  
 PAGE #2 OF THIS FORM**

## AGREEMENT

In Consideration of Marion Nursery, LLC (referred herein as “Marion Nursery”) extending credit to Applicant, Applicant agrees to pay for all items delivered to or at the request of Applicant by the 25<sup>th</sup> of the month following purchase. All accounts are due and payable at the remittance address shown on the Marion Nursery invoice. Applicant agrees that each of the term and conditions of sale stated on the Marion Nursery invoices shall be a term of contract of each sale from Marion Nursery to Applicant. Applicant acknowledges that a monthly service charge will be made on all sums due to Marion Nursery which have not been paid within thirty (30) days from the invoice date, and Applicant agrees to promptly pay said service charge. The service charge shall be 1.5% per month, but not to exceed the highest amount lawfully allowed by contract in the state on which this application is executed; it shall be made on the thirty-first (31<sup>st</sup>) day after the original invoice date; and an additional service charge, computed on the same basis, shall be made every thirty (30) days thereafter. If Marion Nursery receives a service charge an amount in excess of highest amount lawfully allowed by contract, such excess amount shall be applied to the reduction of the unpaid balance due and shall not be treated as a service charge. Waiver of any one or more service charge shall not be deemed a waiver of any sums due to it from Applicant, the Applicant agrees to pay a reasonable attorney’s fee in addition to all other sums due. Applicant agrees to notify Marion Nursery in writing of any change in ownership or status of ownership and further agrees that all chargers incurred will remain the responsibility of Applicant unless agreed by Marion Nursery at any time and from any source.

## SIGNATURES

**Note: All information submitted is held in strictest confidence; sole us to qualify applicant and determine line of credit. For your protection as well as ours, your signature as applicant is required below.**

\_\_\_\_\_ I HAVE READ AND AGREE TO ALL TERMS AND CONDITIONS SET OUT ABOVE.

(Initial)

Signature		Signature	
Name of Applicant		Name of Applicant	
Title		Title	
Date		Date	