

Bent Oak Farm

1635 SE County Hwy 484 Belleview, FL 34420
(352) 245-5429 office / (352) 347-4194 fax
www.bentoakfarminc.com

Credit Application

Name of Parent Company _____
Firm Name _____ If Subsidiary _____
Address _____ Website _____
City _____ County _____ State _____ Zip _____
Phone _____ Fax _____ Email _____
Billing Address (if different) -----
City _____ County _____ State _____ Zip _____
Legal Status _____ Proprietorship _____ Corporation _____ LLC _____ Partnership _____
Name of Proprietor or Principal Officer _____ Title _____
Year Established _____ Number of Employees _____ Federal ID # _____
Sales Tax # _____ State _____
Have you ever filed for personal or corporate bankruptcy? -----
Florida Bond Number _____ Amount _____ Expiration Date _____
License Number _____ Do you require a Purchase Order? _____
Accts Payable Contact _____ Phone _____ Fax _____ Email _____
Amount of Credit Requested. _____

Florida State Law Requires: All dealers in agricultural products covered by the Florida Agricultural License and Bond Law, Section 604-15 –604.34, Florida Statutes. who buy or receive such products from Florida producers, their agents or representatives, on other than cash currency basis must be licensed and bonded. (Citrus, tobacco, sugar cane & tropical foliage are not covered by the law).

If you operate in a manner which would require your compliance with this law and are not presently licensed and bonded, you should contact: Bureau of License and Bond, Department of Agriculture and Consumer Services, Mayo Building, Room 418, Tallahassee, FL. 32301. Their phone number is (850) 488-4101.

Bent Oak Farm, Inc. Order Terms

Product Selection: Bent Oak Farm, Inc. selects trees that meet the Florida grades and standards criteria as a Florida # 1. We can accommodate lesser grades at the customer's request based on availability; all trees selected meet our minimum size specifications listed on our availability sheet.

Tree Reservation: Trees can be reserved in advance for customers in good standing for future projects. Commitment to a specific delivery date allows for proper crop allocation. A non-refundable 25% deposit will be required to secure availability and early tree selection (in-house tagging). For orders without a precisely known delivery date, advance reservation will give first right of refusal on future crops, but does not secure the order past crop ready date. Crop availability and delivery dates are subject to change due to production variances and mother nature's unpredictability.

Tagging: We encourage customers to rely on our product selection team for their tagging needs. Customer tagging can be arranged by appointment only, for established customers.

Claims Procedure: We do not anticipate any claims. Orders are carefully prepared and packed to meet your expectations. However, if there is a claim concerning errors in variety, species, or quantities please notify your sales representative immediately; and, for damages please contact the trucking company directly. Our responsibility ceases when trees are placed on the carriers truck, except as outlined above. No trees should be returned without a pre-authorization from Bent Oak Farm, Inc. Customer understands and agrees that in no circumstances shall Bent Oak Farm, Inc. be liable for consequential damages, and that damages will be limited to the purchase price of the product.

Re-Stocking: A 20% restocking fee will be charged for orders cancelled with less than 24 hours notice prior to loading or for any returned trees.

Prices: For current pricing and availability, please contact us through our website at www.bentoaktreefarm.com or contact us via telephone at 352-245-5429. Prices are FOB Bent Oak Farm Inc., Ocala, Florida; or Bent Oak Farm, Inc., Thomasville, Georgia.

Payment Terms: Our normal sales terms are prepayment, unless prior arrangements have been made with our accounting department to obtain credit terms. All first time orders must be prepaid. Prepayment may be made via Visa/MasterCard/Discover/American Express or regular check mailed to our business address and cleared prior to shipment.

Credit Terms: Established firms may apply for credit by filling out a credit application, including references, and by providing a current Agricultural Bond number. For the purposes of evaluating credit and credit limits, Customer hereby authorizes Bent Oak Farm, Inc. to make investigations into the customer's credit record and to report the customer's payment record to credit agencies and other trade organizations. Our normal credit terms are Net 30 from invoice date.

Delinquent Accounts: In the event payment of the invoice is not made within 30 days of the invoice date interest shall accrue at 18% per annum, and shall accrue on any judgement rendered on this account. In the event of litigation to collect the unpaid balance on this account, the prevailing party shall be entitled to reasonable attorney's fees. In all other limitation, each party shall bear their own attorney fees. Bent Oak Farm, Inc. may, at its discretion, revoke credit and/or cancel any open order on past due accounts. Bent Oak Farm, Inc. retains a security interest in all the trees until fully paid for. A \$25.00 charge will be assessed for all returned checks. In all litigation the both parties waive the right to a jury trial.

Job Related Orders: For your protection and ours, all job related orders on credit accounts will require the receipt of a copy of the "Notice of Commencement" (NOC), or relevant job information i.e.: project name, address and legal description; owner, contractor, developer, or sub-contractors name and address; bonding company name and address. Higher credit limits may be extended upon receipt of this information.

Initial _____

Guarantee: We strive for perfection and guarantee our stock to be true to description or the variety name under which it was sold. Our liability in all instances is limited to the purchase price and Bent Oak Farm gives no warranty, expressed or implied as to the productivity of the stock, or its longevity or fitness for a particular purpose. All claims made for product sold, or disputes other than for non-payment of invoices, shall be resolved exclusively pursuant to the Revised Florida Arbitration Code, and in Marion County, Florida.

If any provision hereof is deemed invalid or unenforceable to any extent, the remainder of the terms hereof not to be affected thereby and will be enforced to the greatest extent permitted by law.

Please submit this application along with a copy of your companies' sales tax reseller's certificate, if applicable. For credit requests over \$5,000, a copy of your Agricultural Products Dealer bond is required. You may fax this completed application to our office at (352) 347-4194 so that we may begin processing the information. We must have the signed original returned to us before final approval of credit terms with a completed personal guarantee.

The applicant hereby acknowledges having read this document and (1) acknowledges acceptance of the Order Terms (2) promises to pay for all orders placed by the applicant and accepted by Bent Oak Farm, Inc in accordance with the Terms and Conditions of Sale (3) agrees to pay all costs of collection (4) agrees that the venue for collection will be Marion County, Florida and (5) agrees that his/her signature below will authorize Bent Oak Farm, Inc to accept any unsigned written orders, or telephone or fax orders.

Applicant _____ Title _____ Date _____

Authorized Signature _____ Name (Please print) _____

PERSONAL GUARANTY

In order to induce Bent Oak Farm, Inc., or its assigns, to extend credit to the applicant the undersigned unconditionally guarantees the payment of all credit extended to the applicant.

The liability of the Guarantor shall continue until payment is made of every obligation of the Borrower now due or hereafter to become due, and shall terminate only upon Guarantor's written notice, by certified mail, of the termination of this guaranty.

In the even it is necessary for the Lender to enforce this guaranty, the Guarantor shall be responsible for all costs and attorney fees incurred by the Lender in such enforcement.

Guarantor's Name (Please Print) _____

Signature _____ Date _____

Home Address _____

City / State / Zip _____

Social Security Number _____ Date of Birth _____

DATED TODAY'S DATE

Trade References: (Vendors (especially green-goods suppliers) from whom you are currently purchasing an open account)

Company Name: _____

Contact: _____

Address: _____

Phone Number: _____

Fax Number: _____

Company Name: _____

Contact: _____

Address: _____

Phone Number: _____

Fax Number: _____

Company Name: _____

Contact: _____

Address: _____

Phone Number: _____

Fax Number: _____

Company Name: _____

Contact: _____

Address: _____

Phone Number: _____

Fax Number: _____

I HEREBY AUTHORIZE our references and bank to release any information to assist in establishing a line of credit.

Date: _____

Customer Name: _____

Address: _____

Authorized By: _____

Title: _____

Bank Name: _____

Contact: _____

Phone Number: _____

Bank Account Number: _____

(A copy of this form will be considered a bona fide authorization.)