



LIVING COLORS NURSERY, INC.

19500 SW 240th Street, Homestead, Florida 33031

Phone 305-248-7393 Fax 305-245-2134

Toll Free 1-877-667-2443

Credit Application and Agreement

Company Name:		Contact Name:		
Street Address:		City, State, Zip:		
Amount of Credit Requested:		Estimated Net Worth:		
Phone#1	Phone#	Fax#	Years In Business	
Type of Business:	Proprietorship	Partnership	Corporation	Other

References

Bank Name	Account#	Checking A/c Avg. Bal	Phone Number

Florida Foliage or Plant References

Company Name	Balance Due	Date Sold From	To	High Credit	Fax Number
1.					
2.					
3.					
4.					
5.					

1. **Our commitment to quality** is to send the highest quality plant material and fill all other requests in a timely fashion. Our expectation in return from our customers is that adequate lead-time or pre-ordering be done whenever possible, proper plant handling procedures be adhered to and continuous quality feedback be provided. Upon approval of this Credit Application, **Living Colors Nursery, Inc.** hereinafter referred to as "Creditor", agrees initially to extend credit to Customer and will advise Customer of approved credit line. If any charge or payment is not paid by Customer within fifteen days (15) days after it's due date, Customer agrees to pay a service charge on the amount owing, equal to one and one half percent(1.5%) per month or the highest rate allowed under applicable law, whichever is the lower.

2. **Please unpack** your order immediately upon receipt. Should any quality problems be evident (wrong variety, bloom stage etc.)...contact the "Trucker" and Living Colors if any claims arise with respect to defects in quantity or quality, or as to any other matter, Creditor shall not be liable, unless the Customer makes a written claim to Creditor within forty-eight hours (48) hours after receipt of any shipment involved in such claim, and failure to present any such claim within that time will be considered a waiver of the claim. Any claims made by telephone shall be confirmed immediately in writing to Creditor.

3. **All shipments are F.O.B.** point of shipment. The Customer agrees to resolve all claims arising from shipment directly with the carrier.

4. **Carrier Claim:** A carrier's signature on the bill of lading indicates the order was picked up undamaged. In the event of damage, file a claim with the carrier, provide photographs to them and to Living Colors.

I understand and agree with the above items 1 thru 4 of the Terms and Conditions:

Signed _____

Dated _____

Dated:	Company Name:
Name/Title:(Please Print)	By:
Federal Identification Number:	