



**5700 W. Hwy 290
Austin, TX. 78735
512.288.5900**

CREDIT ACCOUNT APPLICATION AND AGREEMENT

The Applicant named below submits this Credit Account Application and Agreement to Capitol City Landscapes, Inc., d.b.a. Leaf Landscape Supply (referred to in this document as “Leaf Landscape Supply”) for the purpose of securing the ability to purchase landscaping plants, trees, materials and supplies on credit. The Applicant acknowledges that Leaf Landscape Supply will rely on the information submitted in this Application in making its decision to accept or reject this application for credit.

Identification of “Applicant”

Applicant Company Name: _____

Legal Name (if different) _____ Type of Entity: _____
_____ Corporation _____ LLC _____ General Partnership _____ Limited Partnership
_____ Sole Proprietorship

Street Address: _____

Mailing Address (if different) _____

Telephone/ Cell _____ Email: _____

Invoice/Accounts Payable Email: _____ Accounts Payable Phone: _____

PLEASE SEND COMPLETED APPLICATION TO
ar@leaflandscapesupply.com

Amount of Credit Requested

Credit limit requested: \$_____ Start Date Requested_____

Bank References

Name of Bank _____

Address: _____

Account # (checking) _____ Account # (savings) _____

Contact Person _____ Telephone _____

Name of Bank _____

Address: _____

Account # (checking) _____ Account # (savings) _____

Contact Person _____ Telephone _____

Name of Bank _____

Address: _____

Account # (checking) _____ Account # (savings) _____

Contact Person _____ Telephone _____

Trade References

Please provide a minimum of three trade references. Contact's email will speed up process.

Business Name _____

Address _____

Contact Person's Email Address _____ Telephone # _____

Did you have a credit limit? _____ YES _____ NO Amount \$ _____

Amount currently owed \$ _____ Any Late Payments? _____ YES _____ NO

Business Name _____

Address _____

Contact Person's Email Address _____ Telephone # _____

Did you have a credit limit? _____ YES _____ NO Amount \$ _____

Amount currently owed \$ _____ Any Late Payments? _____ YES _____ NO

Business Name _____

Address _____

Contact Person's Email Address _____ Telephone # _____

Did you have a credit limit? _____ YES _____ NO Amount \$ _____

Amount currently owed \$ _____ Any Late Payments? _____ YES _____ NO

Business Name _____

Address _____

Contact Person's Email Address _____ Telephone # _____

Did you have a credit limit? _____ YES _____ NO Amount \$ _____

Amount currently owed \$ _____ Any Late Payments? _____ YES _____ NO

Authorization for Credit Investigation

By signing this Application below, we authorize Leaf Landscape Supply, its officers, agents, employees or representatives to receive full information as requested about the company's and the guarantor's credit, banking and trade experience and we authorize the individuals and entities named in this application to provide the information requested. Any information received by Leaf Landscape Supply will be considered confidential to the extent allowed by law.

Agreement to Credit Terms

Applicant acknowledges full responsibility for payment of and agrees to pay any and all charges made against this credit account if it is approved. Applicant agrees that full payment on all invoices is due on or before 30 days from date of each invoice. If payment is not made on or before the due date, interest shall accrue on the unpaid balance at the rate of 18% per annum simple interest.

If Applicant's account is not current, no new charges may be made on the account, regardless of whether the credit limit has been reached, until the unpaid balance is paid in full. Applicant further agrees to pay all expenses incurred, if any, in collecting the unpaid balance, including all costs, expenses and reasonable attorney's fees, whether or not legal proceedings are initiated.

Applicant agrees that this Agreement shall be binding not only on Applicant but also on any successors, assigns and personal representatives.

In the event Leaf Landscape Supply accepts a late payment or any other deviation from the terms of this Agreement, it will not be a waiver of any rights it has under this Agreement; instead, this Agreement may be enforced fully as if the late payment had not been accepted or the deviation had not occurred.

THIS AGREEMENT BECOMES EFFECTIVE ONLY WHEN IT IS SIGNED BY AN AUTHORIZED REPRESENTATIVE OF CAPITOL CITY LANDSCAPES, INC. dba LEAF LANDSCAPE SUPPLY.

Applicant: _____
Print or type name

Title: _____

Signature: _____ Date: _____

Personal Guarantee Agreement

The undersigned "Guarantor", in consideration of the approval for purchases to be made on credit, unconditionally guarantees the payment of all invoices for purchases made on credit by the Company. Guarantor also agrees that Leaf Landscape Supply is not first required to enforce against the Company or any other person any liability, obligation or duty guaranteed by this Agreement before seeking enforcement against Guarantor. A lawsuit may be brought and maintained against the Guarantor by Leaf Landscape Supply to enforce any liability, obligation or duty guaranteed by this Agreement without the necessity of joining the Company or any other person in the lawsuit. If a lawsuit is necessary to enforce the liability, obligation or duty, Guarantor agrees to pay all reasonable attorney's fees and court costs incurred. Any such lawsuit shall be brought in Travis County Texas District Court.

EXECUTED to be effective as of the ____ day of _____ 20__.

GUARANTOR:

SIGNATURE _____

PRINT NAME _____

ADDRESS _____

PHONE NUMBER _____ EMAIL ADDRESS _____

Information below to be completed by Leaf Landscape Supply

Acceptance of Agreement by Leaf Landscape Supply

Capitol City Landscapes, Inc. dba Leaf Landscape Supply accepts this Credit Application and Agreement.

The approved Credit Limit is: \$ _____

The credit authorized by this Agreement is available immediately, subject to the terms and conditions of this Agreement.

**Capitol City Landscape, Inc.
doing business as Leaf Landscape Supply**

By: Authorized Signature: _____

Printed or Typed Name _____ Title _____

Date Signed: _____