



Yard Works, LLC

19001 Hull Street Road, Moseley, VA 23120
(804) 639-2030

APPLICATION FOR COMMERCIAL CREDIT

Exact Business Name of Customer _____ Trade Name (if different) _____ Physical Address _____ Billing Address _____ Billing Contact Person _____	<input type="checkbox"/> Individual Org. in State of: _____ <input type="checkbox"/> Proprietorship Years in Business: _____ <input type="checkbox"/> Partnership Fed. Tax ID (EIN): _____ <input type="checkbox"/> Corporation Are you tax Exempt? _____ <input type="checkbox"/> LLC If Yes, State Tax ID: _____ _____ <input type="checkbox"/> _____ <input type="checkbox"/> _____ Business Phone Fax _____ Email Address _____ Can we e-mail invoices? Yes <input type="checkbox"/> No <input type="checkbox"/> Can we e-mail statements? Yes <input type="checkbox"/> No <input type="checkbox"/>
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AMOUNT OF CREDIT LINE REQUESTED: _____ (If greater than \$10,000 attach a current, audited financial statement, or if an individual or proprietorship, attach last 2 years of individual tax returns.)

BANK REFERENCES: (Attach a Voided Check for Each Account)

Bank Name/Address: _____	Account #: _____
Bank Name/Address: _____	Account #: _____

TRADE REFERENCES: Please provide references covering the number of years stated in business.

Name: _____	Email: _____	Phone: () _____
Name: _____	Email: _____	Phone: () _____
Name: _____	Email: _____	Phone: () _____

OWNERS: Provide information for all owners of the entity identified as Customer above. Attach additional pages if needed.

Owner 1: _____	Title: _____	SSN: _____
Address: _____	Ownership %: _____	Phone: () _____
Owner 2: _____	Title: _____	SSN: _____
Address: _____	Ownership %: _____	Phone: () _____

1. Has Customer or any of its owners or officers ever done business under another name?
Yes No If so, please explain: _____
2. Has Customer or any of its owners or officers ever been subject to any judgments or tax liens?
Yes No If so, please explain: _____
3. Has Customer or any of its owners or officers filed for personal or corporate bankruptcy in the last 7 years?
Yes No If so, please explain: _____
4. Does Customer own any real estate? Yes No If yes, provide address(es): _____
5. Is Customer wholly or partly owned by or affiliated with any other entity? Yes No If yes, describe: _____

AUTHORIZATION AND AGREEMENT TO TERMS & CONDITIONS

Customer certifies that the above information is correct and that, to the best of its knowledge, it has not omitted any material information concerning the credit history of Customer or any owner or officer thereof. Customer hereby agrees to be bound by the Terms & Conditions attached hereto.

Signature: _____ **Name & Title:** _____ **Date:** _____

PERSONAL GUARANTY:

In order to induce Yard Works, LLC ("Yard Works") to extend credit to Customer, each of the undersigned does hereby absolutely, unconditionally and personally guarantee to Yard Works the payment of all indebtedness and performance of all obligations of whatever nature of the above Customer to Yard Works as the same come due or are accelerated whether such indebtedness and obligations exist on the date of this instrument or are incurred after such date. This shall be a continuing guaranty and any modification to the terms of this Agreement or the extension of time for payment may be granted to the Customer without notice to, and without releasing the liability of the undersigned. The undersigned hereby waives all notices and surety defenses and agrees that Yard Works need not pursue Customer before pursuing the undersigned. The undersigned agrees to be bound by all terms contained herein and in the attached Terms & Conditions, and that such terms shall apply to the undersigned guarantors to the same and full extent as applied to Customer.

Guarantor Signature: _____ **Printed Name:** _____ **Date:** _____

Guarantor Signature: _____ **Printed Name:** _____ **Date:** _____

YARD WORKS, LLC - TERMS & CONDITIONS

BINDING AGREEMENT. Customer and Yard Works, LLC (who, together with its subsidiaries, affiliates, and successors shall be referred to herein as "Company") intend to include these Terms & Conditions as essential and material terms to Customer's credit application, which application together with these Terms & Conditions shall be referred to as the "Agreement." This Agreement shall inure to the benefit of the successors and assigns of Company, and shall be binding upon Customer's heirs, legatees, devisees, personal representatives, successors and assigns.

AUTHORIZATION FOR CREDIT REVIEW. Customer and all guarantors authorize Company to obtain any and all information it deems necessary from any and all sources or references listed in this Agreement, and from any other credit bureaus, creditors, trade references, banks or other financial institutions and authorize such entities to supply Company such information as Company deems necessary in its consideration of this Agreement.

PAYMENT TERMS. All account balances are due and payable in full to Company upon completion of work and upon receipt of an invoice. Purchases and/or deliveries are hereby authorized to be made without signature and Customer acknowledges that delivery to the location invoiced shall constitute acceptance of the goods and services invoiced. A fee of \$50.00 will be charged for all returned checks. A late payment charge of 1½% per month (which is an ANNUAL PERCENTAGE RATE of 18%) or \$10.00 per month, whichever is greater, will be added to any unpaid balance after thirty (30) days, and will continue monthly thereafter until the entire unpaid balance is paid in full. Customer agrees to pay all costs of collection, including, but not limited to all court costs and service fees; and in the event this account is turned over to an attorney or collection agency, attorney's fees equal to one-third (1/3) of the unpaid balance or \$250.00, whichever is greater, shall be added to the unpaid balance, regardless of whether formal legal action is necessary to collect any outstanding balance.

ACCURACY OF INFORMATION. Customer certifies that any and all information now or hereafter supplied to Company by Customer, or at Customer's request or instruction, is both accurate and complete, and Customer will, upon request, establish the accuracy and completeness of any such information. Customer shall promptly notify Company by certified mail of any change to: 1) any information supplied herein, 2) Customer's contact information, or 3) Customer's name, entity status, or in the event Customer begins doing business under any other name.

WAIVER OF HOMESTEAD EXEMPTION. Customer expressly waives the benefit of any federal or state homestead exemption or other exemption law.

TITLE TO GOODS. Ownership and title to all materials, parts, equipment, systems and other goods (collectively the "Goods") sold or provided by the Company shall remain with the Company until the same have been paid for in full, regardless of whether possession has been delivered to customer. The Company expressly reserves the right to remove and recover possession of all Goods, which are not fully paid for within thirty (30) days after the date of invoice and Customer hereby grants Company a purchase money security interest in all Goods sold to it and any proceeds there from. Company is further authorized to take all necessary action to perfect such purchase money security interest in accordance with applicable law.

NO WARRANTIES. CUSTOMER ACKNOWLEDGES THAT EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN WRITING, COMPANY MAKES NO WARRANTIES OF ANY KIND, EITHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, CONCERNING THE LABOR AND/OR GOODS PROVIDED BY COMPANY. ANY SUCH WARRANTY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER STATUTORILY IMPLIED OR EXPRESS WARRANTIES ARE HEREBY EXPRESSLY WAIVED AND EXCLUDED.

LIMIT ON DAMAGES. In the event of a dispute between the parties, Company, by written notice, shall have the right in its sole discretion, to terminate this Agreement and refund Customer all sums paid by Customer to Company as liquidated damages. Customer agrees that if the Company is found to be liable for any loss, injury or damage to Customer or any other person claiming under or through Customer, regardless of whether such loss, injury or damage is direct, indirect, consequential or otherwise, and regardless of the reason for such liability, the total liability of the Company is hereby expressly limited to the amount paid by Customer to Company specifically attributable to such work and/or Goods or \$250.00, whichever is greater, as liquidated damages and not as a penalty. This limitation of the liability of the Company shall be absolute and exclusive with the respect to the Company, its officers, directors, employees, agents and contractors.

DAMAGE TO PROPERTY. Company shall not be liable for damage caused while performing work, unless due to Company's gross negligence, including, but not limited to landscaping repair, grass seeding, planting, damage to concrete or asphalt, or other property damage. Further, Company shall not be responsible or liable to customer or any third party for personal injury, property or other damage, loss or expense, unless solely resulting from the gross negligence of Company. Customer is responsible for any and all insurance, including, but not limited to: fire, tornado, flood, wind, hail, etc.

DEFAULT. The occurrence of any of the following events shall constitute default under this Agreement: (a) Customer violates or breaches any provision hereunder; (b) Customer or any guarantor under this Agreement, dies, terminates existence, abandons its business, becomes insolvent, bankrupt, becomes the subject of receivership, insolvency, or similar proceedings, or makes an assignment for the benefit of creditors; (c) any information or other representation now or hereafter made or furnished to Company by Customer is, or is believed in good faith by Company to be inaccurate, incomplete, or false in any material respect; or (d) any other event which causes Company, in good faith, to deem itself insecure or to believe that the prospect of performance of any provision of this Agreement by Customer is impaired. If default occurs hereunder, Company, at its option and without notice, may declare any unpaid balance under this Agreement to be immediately due and payable, terminate the credit privileges under this Agreement, and/or exercise its rights as a secured party or any combination thereof. Company may, at its option, permit Customer to remedy a default under this Agreement without waiving the default so remedied or any other subsequent or prior default. The rights and remedies of Company stated in this Agreement are cumulative and are in addition to any other rights or remedies provided by law.

CORPORATE/ENTITY AUTHORITY AND LIABILITY. Customer warrants and represents that it has authority to enter into this Agreement and that any person signing this Agreement has been duly authorized to execute this Agreement for and on behalf of Customer. If Customer, subsequent to this Application, incorporates, or forms any other entity to conduct its business, the owner or owners shall be jointly and severally liable to Company for any and all indebtedness to Company, whether existing prior to incorporation and/or formation or subsequently incurred.

INSPECTION AND INDEMNIFICATION. CUSTOMER AGREES TO NOTIFY COMPANY IN WRITING BY CERTIFIED MAIL WITHIN FIVE (5) DAYS OF ORIGINAL DELIVERY DATE OF ANY PRODUCT/MATERIAL DISPUTES AND NON-PERFORMANCE CLAIMS REGARDING FAILURE TO MEET ANY PRODUCT SPECIFICATIONS. CUSTOMER AGREES TO WAIVE ANY RIGHTS TO SUCH CLAIM IF NOT MADE IN ACCORDANCE WITH THE ABOVE. By accepting the labor and Goods provided by Company, Customer shall be deemed to have agreed to the terms of this document with respect to each and every delivery or performance by Company regardless of whether any specific invoice is signed by or on behalf of Customer. Customer further releases and agrees to hold Company harmless from any claim, liability, injury, damage or loss resulting from the work performed, the discovery, handling and/or disposal of unknown hazardous materials, unknown subsurface conditions and/or the deficiency of unknown subsurface structures.

SEVERABILITY. If any provision of this document is determined to be illegal, invalid or unenforceable, the remainder of this document shall not be affected; and in place of such provision there shall be added as a part of this document a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and as may be legal, valid and enforceable.

ATTORNEY FEES AND COSTS. In the event a dispute arises between the parties, and Company is determined to be the substantially prevailing party, Customer shall pay the prevailing party's costs and expenses, including, but not limited to, its reasonable attorney's fees and expert witness fees.

MISCELLANEOUS. The terms of this document may not be amended, modified or waived in any manner unless such amendment, modification or waiver is in writing and signed by Customer and Company. This document constitutes the entire contract and agreement between Customer and Company and all prior and concurrent negotiations between the parties have been merged into this document. There are no contracts, agreements, understandings, representations or warranties, either oral or written, other than those set forth herein. This Agreement shall be governed and interpreted in accordance with the laws of Virginia. Customer irrevocably agrees that all actions or proceedings arising out of or related to any transaction which is the subject of this document shall be conducted in the appropriate court in Chesterfield County, Virginia. Customer expressly waives any objection to the propriety of venue and jurisdiction in the courts of Chesterfield County, Virginia. Customer and Company expressly waive any right to have any disputes.



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Welcome to Yard Works Family of In-House Accounts.

Our company credit policies are as follows:

1. We ask our customers to please use their **customer/account #** when making purchases or referring to their account.
2. In-House Charge Customers qualify for our Volume Contractors Discount, as long as your account is in good standing.
3. Our terms are **Net 30**, 1 ½ % per month finance charges will be added on all past due accounts (over 30 days).
4. No charges can be made on any account balance more than 60 days old unless an agreement has been made.
5. Any account continuing to run 60 days old, will be placed on C.O.D. which means all product must be paid for at time of order.
6. Customers with an account balance 100 days or more will be turned over to our collection agency if no contracts have been produced.
7. All collection fees will be the responsibility of the customer and will be in the court of appropriate county.
8. Any returned checks will be charged **\$50.00 plus bank fees**. Any returned check not resolved within 5 days will be turned over for collections. All collections fees will be the responsibility of the customer and will be in the court of the appropriate county.
9. We reserve the right on any account that goes to collections to adjust your past due invoices to regular retail rate.
10. Any charge account that has had no activity for 2 years will become COD and customer will need to resubmit application for credit.

Our company accepts Visa, Master Card, Discover, and American Express for purchases and payments on account for your convenience. A 3% convenience fee will be imposed on such payments.

Please note that Yard Works is not responsible for damages incurred to driveways, property, etc., once delivery truck leaves the state-maintained road. The customer, hereby, agrees to pay for all wrecker fees, and to accept responsibility for damages to property and or vehicle.

We'd like to take this opportunity to thank you for considering us for your business needs, and we look forward to doing business with you.

Please sign below to indicate the information above has been read and is understood.

Sincerely,

YARD WORKS, LLC.

X _____ X _____