

	1355 McKinley Avenue Columbus, OH 43222 Phone (614) 276-2631 Fax (614) 276-7718
Hazelbaker Industries, Ltd.	

Application for Credit Account & Credit Agreement

FOR THE PURPOSE OF ESTABLISHING CREDIT WITH HAZELBAKER INDUSTRIES, LTD., DBA, WELLNITZ and WELLNITZ LANDSCAPE PRODUCTS CO. ("WELLNITZ"), THE FOLLOWING STATEMENTS AND REPRESENTATIONS ARE MADE:

Date: _____

BUSINESS NAME (HEREINAFTER "APPLICANT")	FEDERAL ID NO./ SOCIAL SECURITY NO.
BUSINESS ADDRESS	CITY, STATE, ZIP
PHONE/FAX	HOW LONG AT THIS ADDRESS?

Check one of the following: Corporation Partnership LLC LLP Sole Proprietor

List all Partners or Officers:

Name	Title	SS#
Home Address		Phone
Name	Title	SS#
Home Address		Phone

ESTIMATED MONTHLY PURCHASES:

Taxable:	Non-Taxable:	ID#:
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Please Note:

SALES TAX WILL BE CHARGED ON ALL ORDERS UNLESS WE HAVE AN EXEMPTION CERTIFICATE PRIOR TO THE FIRST ORDER. **IF YOU ARE NON-TAXABLE, YOU MUST INCLUDE A COPY OF YOUR BLANKET EXEMPTION FORM WITH THIS APPLICATION.** IF CERTAIN JOBS ARE TAX-EXEMPT, INDIVIDUAL JOB EXEMPTION FORMS MUST BE FILED PRIOR TO SHIPPING TO RECEIVE CREDIT.

Is a purchase order required for purchases? _____

Names of employees authorized to purchase _____

BANK REFERENCE: CHECKING LOAN SAVINGS

Name	Acct#
Address	Contact

TRADE REFERENCES:

Name:	Phone
Address:	Fax
City, State, Zip:	Contact
Name:	Phone
Address:	Fax
City, State, Zip:	Contact
Name:	Phone
Address:	Fax
City, State, Zip:	Contact

APPLICANT AGREES THAT ANY AMOUNT OF CREDIT APPROVED IS NOT A LIMITATION OF LIABILITY, AND THE UNDERSIGNED EXPRESSLY AGREES THAT IT SHALL BE RESPONSIBLE FOR ALL VALID CHARGES

APPLICANT UNDERSTANDS THAT WELLNITZ IS RELYING UPON REPRESENTATIONS HEREIN REGARDING THE OWNERSHIP OR OWNERSHIP STRUCTURE OF THE APPLICANT. ANY CHANGE SHALL NOT RELIEVE ANY PERSON OR ENTITY LAWFULLY ANSWERABLE FOR THE DEBTS OF THE APPLICANT, INCLUDING THE GUARANTORS, OF ANY OBLIGATION TO WELLNITZ HEREUNDER OR ARISING HEREFROM, UNLESS AND UNTIL WELLNITZ RECEIVES WRITTEN NOTICE OF SUCH CHANGE BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, AT THE ADDRESS SHOWN ON THE FIRST PAGE OF THIS PAGE OF THIS DOCUMENT.

SHOULD CREDIT AVAILABILITY BE GRANTED BY WELLNITZ, ALL DECISIONS WITH RESPECT TO THE EXTENSION OR CONTINUATION SHALL BE AT THE SOLE DISCRETION OF WELLNITZ. DELINQUENT INVOICES ARE SUBJECT TO A FINANCE CHARGE OF 1.5% PER MONTH OR 18% PER ANNUM UNTIL THE OUTSTANDING BALANCE IS PAID IN FULL. RETURNED CHECKS ARE SUBJECT TO A CHARGE OF \$25 OR 5% OF THE CHECK BALANCE, WHICHEVER IS GREATER.

ALL INVOICES ARE PAYABLE IN COLUMBUS, OHIO. SHOULD WELLNITZ INSTITUTE FORMAL COLLECTIONS ACTION TO RECOVER ANY OUTSTANDING BALANCE, THE UNDERSIGNED AGREES TO PAY ALL COLLECTION COSTS, ATTORNEY FEES, AND COURT COSTS OR OTHER COLLECTION COSTS INCURRED WITH ANY SUCH PROCEEDINGS. RETURNED PRODUCT IS SUBJECT TO A 20% RESTOCKING FEE.

THE APPLICANT UNDERSTANDS AND AGREES THAT, IN CONSIDERATION OF THE EXTENSION OF CREDIT, APPLICANT’S PURCHASES SHALL BE SUBJECT TO ALL TERMS CONTAINED IN THIS CREDIT APPLICATION AND AGREEMENT AND ALL OTHER TERMS AND CONDITIONS CONTAINED ON ANY WELLNITZ INVOICE. IN THE EVENT OF ANY CONFLICT BETWEEN TERMS, THIS AGREEMENT SHALL CONTROL. THE LAW OF THE STATE OF OHIO SHALL CONTROL THIS AGREEMENT. APPLICANT AGREES THAT JURISDICTION AND PREFERRED VENUE SHALL BE IN FRANKLIN COUNTY, OHIO.

THE INFORMATION CONTAINED HEREIN IS TRUE AND ACCURATE TO THE BEST OF THE KNOWLEDGE OF THE UNDERSIGNED.

COMPANY: _____

BY: _____
 (Signature)

	1355 McKinley Avenue Columbus, OH 43222 Phone (614) 276-2631 Fax (614) 276-7718
Hazelbaker Industries, Ltd.	

(Print name) ITS AUTHORIZED REPRESENTATIVE

Personal Guaranty Agreement

For product and / or services received, and as a direct inducement to Hazelbaker Industries, Ltd, DBA Wellnitz and Wellnitz Landscape Products Co (“Wellnitz”) to extend credit to _____ (*Company Name*) hereinafter referred to as the “Applicant” pursuant to the terms set in the Application For Credit Account and Agreement (“Agreement”), each of the undersigned (“Guarantor(s)”) do hereby, jointly and severally, unconditionally and irrevocably, continually guarantee the payment of any and all indebtedness incurred by Applicant to Wellnitz and payment of all accrued and unpaid interest due thereon. Guarantor(s) hereby acknowledge receipt of the Agreement’s terms, which are incorporated herein as if expressly set forth.

Each of the undersigned agrees that this Personal Guaranty Agreement (“Guaranty”) shall be directly enforceable against him without first resorting to the Applicant or exhausting remedies against it, and any indulgences, forbearances or extensions of credit or time of payment, shall not in any way release the undersigned from liability hereunder. This is an absolute and continuing guarantee and shall remain in full force and effect until any and all indebtedness incurred on the aforesaid charge account have been paid in full.

Each of the undersigned waives presentment and demand for payment, notice of non-payment, protest and notice of protest, any right he may have to require that an action be brought against the Applicant or any other person as a condition of liability, and any and all other notices and legal or equitable defenses to which he may be entitled. Records showing the account between Wellnitz Company and the Applicant r shall be admissible as evidence in any action or proceeding involving this guarantee, and such records shall be prima facie proof of the items therein set forth.

THE INFORMATION CONTAINED HEREIN IS TRUE AND ACCURATE TO THE BEST OF THE KNOWLEDGE OF THE UNDERSIGNED.

INDIVIDUAL: _____
(required)
(Signature)

(Print name)

WITNESS: _____

INDIVIDUAL: _____
(optional)
(Signature)

(Print name)

WITNESS: _____