

P.O. Box 684, Watsonville  
California 95077

831.722.6374

831.722.1316



### New Account Application

Applicant Name: \_\_\_\_\_

Shipping Address \_\_\_\_\_

Billing Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

FAX Number \_\_\_\_\_

Applicant is (circle one): Corporation      General Partnership      Sole Proprietorship

Other (describe) \_\_\_\_\_

If incorporated, in what State: \_\_\_\_\_

Date Incorporated: \_\_\_\_\_

Federal Tax ID Number: \_\_\_\_\_

Bank Name, branch, address, reference: \_\_\_\_\_

How long with current Bank: \_\_\_\_\_

Account Number: \_\_\_\_\_

How Long in Business; \_\_\_\_\_

The names of all persons owning or controlling any interest in the applicant are as follows:

Name	Address	Title	Social Security #
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____



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### Credit References

I hereby authorize any of the references listed hereon to provide you with any and all information requested by you.

Company: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone Number: \_\_\_\_\_ FAX Number: \_\_\_\_\_

Years Doing Business: \_\_\_\_\_

Company: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone Number: \_\_\_\_\_ FAX Number: \_\_\_\_\_

Years Doing Business: \_\_\_\_\_

Company: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone Number: \_\_\_\_\_ FAX Number: \_\_\_\_\_

Years Doing Business: \_\_\_\_\_

Company: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone Number: \_\_\_\_\_ FAX Number: \_\_\_\_\_

Years Doing Business: \_\_\_\_\_



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### California Pajarosa Floral - Credit Application - Continued

The undersigned hereby agrees and covenants that the information in this application is true and correct as of the date of this application. The undersigned agrees to notify California Pajarosa Floral, here after referred to as CPF, on or before the date that any information contained in this application becomes incorrect.

This credit application shall become binding and effective on the date signed below by the applicant or upon first shipment of flowers or supplies to applicant, whichever occurs first.

The applicant wishes to purchase flowers and other supplies from CPF in the future and wishes to open a credit account with CPF according to the terms and conditions contained herein. The applicant further understands and agrees that the account or accounts shall be considered past due if not paid before the last day of the month following the month of purchase of flowers or other supplies from CPF.

The outstanding principal balance of any account will bear interest at one percent (1%) per month after the last day of the month following the month of purchase and will be charged on all past due accounts.

The applicant agrees and covenants that it will notify CPF within 24 hours of delivery of any claim for defective merchandise, and will follow up that verbal notification with written notification within ten (10) days. The reason for such notification is to allow CPF to promptly and accurately investigate any claimed loss. The applicant hereby agrees to waive (give up) any claim for damaged flowers and/or supplies if unless there has been compliance with this paragraph.

The applicant agrees and covenants to bear all risk of loss of merchandise purchased after delivery by CPF to a common carrier free on board Watsonville, California whether or not such merchandise is shipped prepaid or collect.

In the event that a past due account is referred for collection the applicant agrees and covenants that it will pay all costs of the collection including reasonable attorney's fees.

The applicant understands and agrees that all billing, accounts and credit functions of California Pajarosa Floral are maintained and carried on in Santa Cruz County, California. In further consideration for such extensions of credit the applicant hereby agrees that in the event of suit or action or any dispute about products or services supplied under this agreement or payment therefore, such shall take place in Santa Cruz County, California. Applicant agrees and understands that it is waiving the right to litigate outside of Santa Cruz County, California.

If any provision contained herein shall be held or found to be unenforceable or void, then the rest of the terms and provisions shall be enforced as if said unenforceable or void term was not contained herein.

\_\_\_\_\_  
Applicant Name

by \_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature



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## Personal Guarantee

In consideration for California Pajarosa Floral extending credit to the foregoing applicant, the undersigned jointly and severally guarantees all obligations of the applicant to California Pajarosa Floral. The undersigned waives presentment and demand payment, protest and notice of nonpayment. The undersigned agrees to subordinate any rights for indemnity or otherwise against the applicant for credit to the rights of California Pajarosa Floral and waives notice of acceptance hereof. The undersigned agrees to pay all attorney's fees and expenses for collection in the event of referral to an agency or attorneys. This guarantee is not to be discharged or affected by the death of any of the undersigned and shall bind our respective heirs, administrators, successors and assignees. The undersigned further agrees that in the event of litigation that trial of this matter shall take place in Santa Cruz County, California and by execution of this document agrees to waive the right to litigate or collect this sum outside the County of Santa Cruz, California.

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Date Signed \_\_\_\_\_ Guarantor Name / Signature \_\_\_\_\_

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Date Signed \_\_\_\_\_ Guarantor Name / Signature \_\_\_\_\_

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Date Signed \_\_\_\_\_ Guarantor Name / Signature \_\_\_\_\_



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## Sales Tax Rules & Regulations - Resale Certificates

In compliance with Sales and Use Tax Laws it is necessary that we have from all our customers a signed re-sale certificate, with their State Sales Tax Permit Number, to show that the merchandise has been purchased for re-sale.

The good faith of the seller will be questioned if he has knowledge of facts which give rise to a reasonable inference that the purchaser does not intend to resell the property as, for example, knowledge that a purchaser of particular merchandise is not engaged in the business of selling that kind of merchandise.

Under "Description of property to be purchased" there may appear: (1) Either an itemized list of the particular property to be purchased for resale or (2) A general description of the kind of property to be purchased for resale. Such certificate is good until revoked in writing.

Firm Name: \_\_\_\_\_

I hereby certify, That I hold valid seller's permit No. \_\_\_\_\_  
issued pursuant to the Sales and Use Tax Law; that I am engaged in the business of selling

\_\_\_\_\_ that the tangible personal property described herein which I shall purchase from California Pajarosa Floral will be resold by me in the form of tangible personal property; provided, however, that in the event any of such property is used for any purpose other than retention, demonstration, or display while holding it for sale in the regular course of business, it is understood that I am required by the Sales and Use Tax Law to report and pay for the tax, measured by the purchase price of such property.

Description of property to be purchased: \_\_\_\_\_

Dated: \_\_\_\_\_ Signature: \_\_\_\_\_

at : \_\_\_\_\_ By and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Address: \_\_\_\_\_