



**ROGERS®  
ASSOCIATES**

*"Your Horticulture Connection"*



P.O. BOX 3789, BRISTOL, TN 37625-3789

TOLL FREE: 800-251-0239

I

FAX: 800-347-6437

**ROGERS ASSOCIATES dba ROGERS NURSERY OREGON BRISTOL TENNESSEE**

*(PLEASE PRINT OR TYPE)*

**BUSINESS INFORMATION**

Firm Legal Name: \_\_\_\_\_ Phone #: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Fax#: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
 DBA Name(s) \_\_\_\_\_ E-mail: \_\_\_\_\_ Cell/Alt#: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
 Billing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Shipping Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Date Business Established: \_\_\_\_\_ # of Employees: \_\_\_\_\_ Federal ID#: \_\_\_\_\_  
 Accounts Payable Contact: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Phone #: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
 Resale Tax #: \_\_\_\_\_ State: \_\_\_\_\_  
 Ever Declared Business Bankruptcy:  Yes  No If Yes, Year Filed \_\_\_\_\_ Chapter:  7  11  13  \_\_\_\_\_  
 Years in business at current location: \_\_\_\_\_ Do you:  Rent  Lease Purchase  Own  
 Prior address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Years at prior address: \_\_\_\_\_ Prior Business Name(s) \_\_\_\_\_  
 Type of Business:  Retail Nursery  Landscaper  Contractor  Wholesale Nursery  Grower  Other \_\_\_\_\_  
 State & License #: \_\_\_\_\_ Bond Co: \_\_\_\_\_ Bond# \_\_\_\_\_

**OWNERSHIP**

Type of Organization:  Sole Proprietor  General Partnership  Limited Partnership / LLP  
 LLC  C Corporation  S Corporation  
 State of Registration: \_\_\_\_\_ Registered Agent Name: \_\_\_\_\_  
 Address: \_\_\_\_\_ City: \_\_\_\_\_ St.: \_\_\_\_\_ Zip: \_\_\_\_\_

*Give Name(s), Titles(s), % Ownership, address and Social Security Numbers of all Owners and/or Officers*

(1) Name: \_\_\_\_\_ Title: \_\_\_\_\_ SS#: \_\_\_\_\_ %Owns \_\_\_\_\_  
 Home Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 (2) Name: \_\_\_\_\_ Title: \_\_\_\_\_ SS#: \_\_\_\_\_ %Owns \_\_\_\_\_  
 Home Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 (3) Name: \_\_\_\_\_ Title: \_\_\_\_\_ SS#: \_\_\_\_\_ %Owns \_\_\_\_\_  
 Home Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 (4) Name: \_\_\_\_\_ Title: \_\_\_\_\_ SS#: \_\_\_\_\_ %Owns \_\_\_\_\_  
 Home Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

*(Add Additional Owners and/or Officers to a Separate Page and Attach to Application)*

**CREDIT APPLICATION MUST BE SIGNED ON PAGE #2**

# CREDIT APPLICATION

(PAGE #2)

ROGERS ASSOCIATES dba ROGERS NURSERY OREGON BRISTOL TENNESSEE

(PLEASE PRINT OR TYPE)

## REFERENCES

ROGERS ASSOCIATES IS AUTHORIZED TO CHECK THESE BANK AND TRADE REFERENCES. EACH REFERENCE IS AUTHORIZED TO RELEASE ANY INFORMATION REQUESTED TO ROGERS ASSOCIATES.

PLEASE SIGN HERE  
AND THE BOTTOM OF PAGE



SIGNED BY \_\_\_\_\_  
PRINT NAME \_\_\_\_\_  
PRINT TITLE \_\_\_\_\_

## BANK REFERENCES

.. BANK REFERENCE ATTACHED

Bank Name: \_\_\_\_\_ Phone #: (\_\_\_\_) \_\_\_\_\_ - Fax#: (\_\_\_\_) \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Checking Account#: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

## COMMERCIAL REFERENCES (FIVE REQUIRED FROM NURSERY INDUSTRY)

.. REFERENCES ATTACHED

**MUST HAVE COMPLETE ADDRESS INCLUDING ZIP CODES, PHONE NUMBERS AND FAX NUMBERS, INCLUDING AREA CODE**

(1) Business Name: \_\_\_\_\_ Phone #: (\_\_\_\_) \_\_\_\_\_ - Fax#: (\_\_\_\_) \_\_\_\_\_  
Contact: \_\_\_\_\_ Account#: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

(2) Business Name: \_\_\_\_\_ Phone #: (\_\_\_\_) \_\_\_\_\_ - Fax#: (\_\_\_\_) \_\_\_\_\_  
Contact: \_\_\_\_\_ Account#: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

(3) Business Name: \_\_\_\_\_ Phone #: (\_\_\_\_) \_\_\_\_\_ - Fax#: (\_\_\_\_) \_\_\_\_\_  
Contact: \_\_\_\_\_ Account#: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

(4) Business Name: \_\_\_\_\_ Phone #: (\_\_\_\_) \_\_\_\_\_ - Fax#: (\_\_\_\_) \_\_\_\_\_  
Contact: \_\_\_\_\_ Account#: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

(5) Business Name: \_\_\_\_\_ Phone #: (\_\_\_\_) \_\_\_\_\_ - Fax#: (\_\_\_\_) \_\_\_\_\_  
Contact: \_\_\_\_\_ Account#: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

## **SIGNATURE REQUIRED BELOW**

Applicant has carefully reviewed the representations set forth above and certifies all such representations to be complete and correct to the best of his/her knowledge. Permission is hereby granted to Rogers Associates, or its agent, to verify credit information from trade and bank references and information provided and to make all other pertinent credit inquiries as deemed necessary to make a credit determination.

Signed By \_\_\_\_\_

Print Name \_\_\_\_\_ Print Title \_\_\_\_\_

# CREDIT AGREEMENT

## TERMS OF SALE

Applicant agrees to pay its account within the terms of sale stated upon each invoice from Rogers Associates. Applicant further agrees to pay a service charge of two percent (2%) per month, twenty four percent (24%) per annum, or the highest rate allowed by law, whichever is higher, on all accounts not paid within stated terms of sale. Applicant agrees to pay all costs of collection incurred by Rogers Associates including, but not limited to, collection agency fees and attorney fees, whether or not any legal proceeding is initiated. In any action, arbitration, or bankruptcy concerning or relating to the indebtedness of Applicant to Rogers Associates, the prevailing party will be entitled to recover its costs, disbursements, and attorney fees in connection with such action, arbitration, or bankruptcy, appeal or review, and any post-judgment collection services. This Application will be governed by, construed, and enforced in accordance with the laws of the state of Tennessee, and Applicant agrees that any suit or legal proceedings initiated by Rogers Associates shall be litigated in Sullivan County Tennessee the sole and exclusive discretion of Rogers Associates. Applicant further agrees that any suit or legal proceedings initiated by Applicant shall be litigated exclusively in Sullivan County, Tennessee and in no federal court or court of another county or state. Applicant further agrees that pursuant to such litigation or legal proceeding, the Applicant and the Applicant's officers, employees, and other agents shall appear, at the Applicant's expense, for deposition in Sullivan County, Tennessee. If one or more of the provisions of these Terms of Sale or any application thereof shall be invalid, illegal or unenforceable in any respect, then, the validity, legality and enforceability of the remaining provisions of any other application thereof shall not be affected or impaired. Applicant hereby warrants that all purchases made from Rogers Associates for which credit is extended will be used solely for commercial purposes. Applicant hereby accepts the and agrees to "TERMS AND CONDITIONS OF SALE OF LIVE NURSERY STOCK" as published in the most recent company catalog. The most current is printed on the reverse.

DATED: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

PLEASE SIGN BELOW:

SIGNED: \_\_\_\_\_ SIGNED: \_\_\_\_\_

PRINT NAME \_\_\_\_\_ PRINT NAME \_\_\_\_\_

TITLE: \_\_\_\_\_ TITLE: \_\_\_\_\_

## PERSONAL GUARANTEE

For good and valuable consideration, the undersigned Guarantor unconditionally guarantees and promises to pay to Rogers Associates all indebtedness of every nature now or hereafter at any time owing by Applicant to Rogers Associates. The indebtedness guaranteed by this Guarantee is used in the most comprehensive sense and includes any and all of Applicant's liabilities, obligations, and debts to Rogers Associates, including, without limitation, advances, interest, costs, attorney fees, credit card indebtedness, or Non Sufficient Funds (NSF) checks.

This Guarantee will remain fully enforceable despite any change in terms of any agreement between Applicant and Rogers Associates including, but not limited to the following: changes, increases or termination of sales or credit to Applicant; insolvency, bankruptcy, or reorganization of Applicant; or any change in the organization, management, ownership, or business of Applicant. This Guarantee will remain fully enforceable notwithstanding any defense asserted by Applicant. This Guarantee may be modified only in writing, signed by Rogers Associates.

Guarantor shall pay all attorney fees and costs incurred by Rogers Associates in enforcing this Guarantee, whether or not any legal proceeding is initiated. If this Guarantee is signed by two or more persons, their obligations will be joint and several.

DATED: \_\_\_\_\_

GUARANTOR NAME (TYPE OR PRINT): \_\_\_\_\_

GUARANTOR SIGNATURE: \_\_\_\_\_

JOINT GUARANTOR NAME (TYPE OR PRINT): \_\_\_\_\_

JOINT GUARANTOR SIGNATURE: \_\_\_\_\_

# TERMS AND CONDITIONS OF SALE OF LIVE NURSERY STOCK

**SELLER:** Rogers Nursery Oregon is a wholly owned subsidiary of Rogers Associates, Bristol TN. All nursery stock invoices will be issued by, and payable to, Rogers Associates, the parent company of Rogers Nursery Oregon.

**ORDERS:** Orders are accepted subject to growing conditions and shall be void if the ordered plants are injured by flood, frost, or if unavailable due to counting errors or any cause beyond our control. All orders are subject to acceptance by seller. Orders accepted are subject to availability of product or transportation at the time of shipment and may be voided or delayed at the discretion of Seller without liability to seller. Accepted orders are processed on a "first come, first serve" basis. Orders may be filled with nursery stock grown by Rogers Nursery Oregon or with nursery stock contract grown by other Oregon Nurseries.

**PRICES:** Prices are quoted in U.S. Dollars, and are listed for trade and shipment within the United States and Canada only and replace all previous prices offered by Rogers Nursery Oregon. Prices do not include freight costs and are subject to change without notice. Prices listed on the Order do not include any applicable federal, state or local taxes, which shall be paid by the purchaser, if any. Prices invoiced will be prices in effect at the time of shipment.

**GRADING/TAGGING:** All Nursery Stock is graded according to AAN Standards. All tagging of Nursery Stock will be completed by Seller. Custom customer tagging/bar coding can be done with prior approval and may incur an additional fee.

**SUBSTITUTIONS:** Seller reserves the right to upgrade or downgrade sizes. This is due to seasonal growing conditions beyond our control. Purchaser must indicate in writing on the order if substitutions can not be accepted.

**TERMS:** Credit Accounts may be opened after satisfactory credit information is provided and the application for credit is approved. A determination on a credit application can not be guaranteed unless made at least 6 weeks prior to shipment. Payment terms for approved open accounts are NET 30. Cash Customers do not have to complete a credit application, but must sign and return the CREDIT AGREEMENT- TERMS OF SALE. A Cash or Non-established credit customer is required to prepay at least 25% of the entire order amount at confirmation. A higher deposit may be requested should the majority of the order be "Special Ordered" Ball & Burlap Trees. The balance must be prepaid 30 days prior to the requested delivery date. All freight invoices payable to Seller will be either C.O.D. OR Net 7 days, depending upon the transportation company. Open accounts over 60 days (30 days past due) shall be cash terms only until credit has been re-established and will result in future shipments being held until past due amounts are paid. Past due accounts shall lose all volume and/or quantity discounts on the past due invoices. In addition, a service charge of 5% of the order plus 2.0% per month (24% per annum) will be assessed on all overdue account balances. Extended Credit Terms may extended upon purchaser's request prior to shipment and only with credit approval. Seller holds a security interest in all nursery stock sold and may require such documents to protect such interest. Where applicable, Seller may request information required to send lien or bond claim notices as required by state and/or federal law to preserve its rights to file a lien or bond claim. Seller accepts, checks, money order, wire transfer, and major credit cards. Any checks returned for insufficient funds shall result in a \$100.00 service charge.

**CANCELLATIONS:** All Cancellations must be submitted in writing. Containerized Nursery Stock grown at our farm can be canceled anytime up to 7 days prior to shipment. If canceled within 7 days of shipment a 10% re-stocking fee applies. Any Containerized or B&B nursery stock, which has been "Special Ordered" from another Oregon farm, can be canceled any time prior to being dug/pulled and subsequently delivered to our farm. Any cancellations of Containerized or B&B nursery stock, which has been "Special Ordered", dug/pulled and delivered to our farm to fill your order, will be subject to 50% stocking charge. Once orders have been shipped they can not be canceled. Attempting to cancel an order in transit, or refusing delivery of an order, will result in a 150% charge to cover material and freight costs, a loss of discounts, and all future orders will be prepaid!

**SHIPPING:** Shipment is made at the expense and risk of the purchaser. Seller can arrange for shipment with its network of transportation firms, or purchaser may arrange for the shipment of the order. Seller will invoice purchaser for Seller arranged shipments, unless the transportation company bills purchaser directly. For orders less than \$2500.00 seller may be unable to secure satisfactory shipping arrangements to some locations. In these case, shipping will be the responsibility of the purchaser. To ensure quick and efficient loading, at least seven days notice is required prior to picking up the order. Prices are F.O.B., our nursery, Donald OR. Our responsibility ceases on delivery to the carrier. All orders must be picked up or shipped by June 1 unless prior arrangements for storage have been made in writing. Nursery stock stored for summer shipment may be subject to an additional fee of 15%. This fee may also be applied to certain trees dug after May 1. Summer storage also requires a 25% non-refundable deposit.

**CLAIMS:** Purchaser shall sign the Bill of Lading only after inspecting the order. Purchaser shall notate any shortages or damage to plant material on the Bill of Lading. Call 800-251-0239 Ext 0, prior to truck driver departure. Any claims for shortages, breakage, or any other cause will only receive consideration when made, in writing, within 5 days after delivery date of stock or acceptance thereof. Seller may request at its discretion timely photographs of material to document claim/damages. Failure to follow claim procedure will forfeit your right to obtain credit for any shorted or damaged material. In no case shall seller be liable for any sum greater than the original purchase price of the product.

**GUARANTEE:** All nursery stock purchased will be true to name and in good, healthy condition when they leave our nursery. Once shipped, Nursery Stock is dependent on the care given by truck and driver, those offloading plants and finally, the immediate plant environment, including water needs, local weather, shade and/or shelter. Thus, Nursery Stock can not be guaranteed to live after being accepted in good condition. Therefore, we give no warranty expressed or implied on any product that we sell. Should any product prove untrue to name as described on label, within recognized tolerances of the industry, it is mutually agreed that sellers total liability shall be limited to the original purchase price of the product. We expressly disclaim any warranty, written or oral, expressed or implied, as to the productiveness or growth, as to results, secured in transplanting or any other consequential damages. We also expressly disclaim any such warranty, written or oral, expressed or implied, of merchantability of fitness for a particular purpose, intended use or plant viability under purchaser's growing conditions and environment.