

Stebens and Son Wholesale Florist

14022 W. 54th Avenue Arvada, Co. 80002-1516
303-279-6254 * 800-826-7798 * Fax 303-279-3794

We welcome your interest in doing business with our company. For your convenience, and to serve you more efficiently and completely, we encourage establishment of an open account. All information submitted will be held in strictest confidence and used solely for reference purposes within our credit department. The extent to which this application is completed will assist us in determining the extent of your credit line.

Business Name: _____

Physical Address: _____

Billing Address: _____

City, State & Zip Code: _____

Phone: _____ Fax: _____

Type of Business: _____ Corporation _____ Partnership _____ Individual

How long in Business: _____

List officers, partners or individual owners, addresses and Social Security Numbers.

1: _____

2: _____

3: _____

Name of Manager: _____ Residential / Emergency Phone: _____

Residential Address: _____

Bank Name: _____

Banking Contact: _____ Bank Phone: _____

Bank Address: _____

Bank Account Number: _____ Bank Fax: _____

Names, address and contact information of four Trade References from whom you are presently purchasing including all creditors whom you are past due. (Attach separate list if needed)

1: _____

Phone: _____ Fax: _____

2: _____

Phone: _____ Fax: _____

3: _____

Phone: _____ Fax: _____

Estimated amount of monthly purchases from us: _____

Method of payment: _____ By invoice (Due in 5 days) _____ Open Account (Net 10th) _____ COD

State Sales Tax License Number: _____

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In consideration of the goods being shipped at buyers instance and request by seller. Stevens and Son Wholesale Florist, 14022 W. 54th Avenue, Arvada, Colorado 80002, buyer agrees that all goods are shipped F.O.B. origin and therefore buyers assume the risk of loss for any goods lost or damaged in transit.

Buyer agrees to pay the account in full within 10 days after the billing date shown on the monthly statement. In the event payment is not made in accordance with these terms, **a 2% finance charge** will be added to past due balances. The finance charge is computed by applying a simple periodic rate of 2% per month on the previous balance which is an **annual percentage rate of 24%**. If any portion of the balance due would become delinquent the shipper may elect to make all future deliveries on a C.O.D. basis. Should one payment of finance charge become in default, the entire balance at the option of the shipper shall become immediately due and payable.

Buyer is now current with all suppliers and other credit grantors except as list below, and buyer hereby authorizes the shipper to verify all credit and financial information provided herein.

1: _____

2: _____

This entire agreement involving the finance charges provisions shall be construed in accordance with the Laws of the State of Colorado and the applicant agrees to be subject to the Laws of the State of Colorado.

Each party consents to suit, and agrees that venue and jurisdiction are proper, in Jefferson County, State of Colorado, for purposes of any suit to enforce the provisions of this Agreement.

In the event any dispute arises under the terms of this Agreement, or in the event the matter is turned over to an attorney, Seller, Stevens and Son Wholesale Florist or it Assignees shall be entitled, in addition to other damages or costs, to receive reasonable attorneys fees from the Buyer.

In case any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal or unenforceable in any respect (i) such invalidity, illegality or unenforceability shall not affect any other provisions of the Agreement, and (ii) this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Failure to insist upon strict compliance with any provision of the Agreement shall not be deemed a waiver of such provisions or any other provision of this Agreement.

In case of returns or requests for credit, you must notify Stevens and Son Wholesale Florist by telephone within 24 hours of receipt of merchandise. Written notification will be required within seven days. In any event, do not discard merchandise. Stevens and Son Wholesale Florist retains the right to said merchandise returned to them at their expense.

Applicant's signature: _____

Title: _____ Date: _____

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Personal Guaranty

This guaranty made this _____ day of _____ 20 _____, by and between _____, whose address is _____ (hereinafter referred

To as "guarantor(s)", and Hydrotropics Corp. DBA Stevens and Son Wholesale Florist, a Colorado Corporation, whose mailing address is 14022 West 54th Avenue, Arvada, CO. 80002-1516 (hereinafter referred to as "seller") to include seller to extend credit to: _____,

a, _____ whose business is located at _____ (hereinafter referred to as 'buyer').

For and in consideration of the purchase of goods, flowers, floral arrangements, supplies and for other good and valuable consideration the receipt and sufficiency of which is herby confessed and acknowledged guarantors agree as follows;

**SECTION ONE
Statement of Guaranty**

Guarantor(s) hereby jointly and severally unconditionally guarantees to seller the payment when due of all indebtedness now or hereafter owing to seller by the said buyer or any successor thereof, and the performance of all terms and conditions pursuant to such sales made by seller to the said buyer, and the guarantor(s) hereby jointly and severally agree(s) to hold seller and its successors and assigns harmless from and against all liability and expense, including reasonable attorneys fees, by seller by reason of the failure of the said buyer fully to perform and comply with the terms, conditions and obligations in connection with the sale by seller of goods, flowers, floral arrangements, and supplies to buyer and to pay the indebtedness arising there from.

**SECTION TWO
Duration**

This guaranty shall continue in full force and effect until such time as you shall have received from the undersigned written notice of revocation by registered or certified mail. Such notice of revocation shall be ineffective as to any existing indebtedness or as to any transaction or commitment previously undertaken by the guarantor(s).

**SECTION THREE
Waiver of Notice**

Guarantor(s) further waive notice of and herby consent to any agreement or arrangements with the debtor or anyone else including without limitation, agreements and arrangements, discharge of release or the whole or any part of said indebtedness, for releases of collateral and/or other guarantors, or for the change of surrender of any and all security, or for compromise, whether by way of acceptance or part payment or of returns of merchandise or of dividends or in any other way whatsoever, and the same shall in no way impair the guarantor(s) liability hereunder.

IN WITNESS WHEREOR, the Guarantor(s) have hereunto set their hand(s) on the date above first written.

Signature (no title): _____

Home Address: _____

Signature (no title): _____

Home Address: _____

SALES TAX EXEMPTION CERTIFICATE MULTI-JURISDICTION

See reverse side for instructions.

Issued to (Seller)		Address	
I CERTIFY THAT	Name of Firm (Buyer)		
	Street Address or Post Office Box Number		
	City	State	ZIP Code
QUALIFIES AS (Check each applicable item)	<input type="checkbox"/> WHOLESALER <input type="checkbox"/> RETAILER <input type="checkbox"/> MANUFACTURER <input type="checkbox"/> LESSOR* (See note on reverse side) <input type="checkbox"/> CHARITABLE OR RELIGIOUS		
	<input type="checkbox"/> POLITICAL SUBDIVISION OR GOVERNMENTAL AGENCY <input type="checkbox"/> OTHER (Specify) _____		
	and is registered with the below listed states and cities within which your firm would deliver purchases to us which are for resale or lease by us in the normal course of our business which is _____ or that such purchases are exempt from payment of sales or use tax in such states and cities because the buyer is: <input type="checkbox"/> CHARITABLE OR RELIGIOUS <input type="checkbox"/> POLITICAL SUBDIVISION OR GOVERNMENTAL AGENCY <input type="checkbox"/> OTHERWISE EXEMPT BY STATUTE (SPECIFY)		
City or State	State Registration or ID Number	City or State	State Registration or ID Number
City or State	State Registration or ID Number	City or State	State Registration or ID Number
City or State	State Registration or ID Number	City or State	State Registration or ID Number
<i>I further certify that if any property so purchased tax free is used or consumed by the firm as to make it subject to a Sales or Use Tax we will pay the tax due direct to the proper taxing authority when state law so provides or inform the seller for added tax billing. This certificate shall be part of each order which we may hereafter give to you, unless otherwise specified, and shall be valid until cancelled by us in writing or revoked by the city or state.</i>			
General description of products to be purchased from the seller			
<i>Under penalties of perjury, I swear or affirm that the information on this form is true and correct as to every material matter.</i>			
Authorized Signature (Owner, Partner or Corporate Officer)		Title	Date