APPLICATION FOR CREDIT

Kern Turf Supply, Inc.

Est. 1958

Intelligence In Irrigation

CORPORATE OFFICE

3642 Alken Street

Bakersfield, CA 93308

Phone 661-664-5200

Fax 661-588-0325

SOUTHWEST BAKERSFIELD

4308 Wible Road

Bakersfield, CA 93313

Phone 661-833-0596

Fax 661-833-3503

Please return credit application to

email drobinson@kernturfsupply.com

or fax 661-588-0325

Credit Limit Requested: _____

If the amount is greater than $25,000 a business financial statement must be submitted with application.

Complete Name of Business: _____

Street Address: _____

City: _____ State: _____ Zip _____

Mailing Address: _____

Telephone: ( ) _____ Fax: ( ) _____

Type of Business: _____
(State Principal Business Activity)

Type of Business Organization: ☐ Individual ☐ Partnership ☐ Corporation Date Established: _____

If contractor, type: _____ CA State License Number:

Name of individual holding state contractor's license: _____

Resale number: _____

Do you use purchase orders? _____ If not, please specify who can purchase on your account:

_____ _____

_____ _____

Owners / Principals of Company

Name: _____ Name: _____

Address: _____ Address: _____

City: _____ City: _____

State: _____ Zip: _____ State: _____ Zip: _____

Phone: ( ) _____ Title: _____ Phone: ( ) _____ Title: _____

S/S#: _____ CDL#: _____ S/S#: _____ CDL#: _____

Name: _____ Name: _____

Address: _____ Address: _____

City: _____ City: _____

State: _____ Zip: _____ State: _____ Zip: _____

Phone: ( ) _____ Title: _____ Phone: ( ) _____ Title: _____

S/S#: _____ CDL#: _____ S/S#: _____ CDL#: _____

Business Bank References

Name:_____ Branch:_____

Address:_____ City:_____ State:____

Phone:_____ Account#:_____ Zip: _____

Personal Bank References

Name:_____ Branch:_____

Address:_____ City:_____ State:_____

Phone:_____ Account#:_____ Zip: _____

Trade References

Company: _____ Account#: _____

Address: _____ City: _____ State: ___ Zip: _____

Fax: _____ Phone: _____ Email: _____

Company: _____ Account#: _____

Address: _____ City: _____ State: ___ Zip: _____

Fax: _____ Phone: _____ Email: _____

Company: _____ Account#: _____

Address: _____ City: _____ State: ___ Zip: _____

Fax: _____ Phone: _____ Email: _____

TERMS: Billing period runs from 1st of month through last day of month with all accounts due in full on the 10th of following month. All merchandise returned will be subject to a restock charge. Delinquent accounts accrue a finance charge of 1.5% per month. After 60 days delinquent accounts will be placed on C.O.D.

IN ORDER TO PROCESS THIS APPLICATION, PERSONAL GUARANTEE MUST BE SIGNED BY ALL PRINCIPALS.

(Information supplied to Kern Turf Supply will be held in strictest confidence.)

GUARANTY AGREEMENT

1. For valuable consideration, the undersigned (hereinafter called "Guarantors") jointly and severally unconditionally guarantee to KERN TURF SUPPLY, INC., in order to induce KERN TURF SUPPLY, INC. (to provide materials, extend credit, etc.) to (_____) (hereinafter called "Obligor") the payment of any and all "indebtedness" of Obligor to KERN TURF SUPPLY, INC. The word "indebtedness" as used herein is in its most comprehensive sense an includes any and all advances, debts, obligations and liabilities of Obligor, heretofore, now or hereafter made, incurred or created, whether voluntary or involuntary and however arising, whether due or not due absolute or contingent, liquidated or unliquidated, determined or undetermined, and whether Obligor may be liable individually or jointly with others, or whether recovery may be or hereafter becomes barred by any statute of limitations or otherwise becomes unenforceable.

OBLIGATION GUARANTEED; DEATH, INSOLVENCY, OR BANKRUPTCY OR OBLIGOR

2. Guarantor(s) jointly and severally unconditionally guarantee the payment of any and all indebtedness of Obligor to KERN TURF SUPPLY, INC., whether or not due or payable by KERN TURF SUPPLY, INC. upon (a) the death, dissolution, insolvency or business failure or, or any assignment for the benefit of creditors by, or commencement of any bankruptcy, reorganization, arrangement, moratorium or other debtor relief proceedings by or against, Obligor or Guarantors, or (b) the appointment of a receiver for, or the attachment, restraint of, or making or levying of any court order or legal process affecting the property of Obligor of Guarantors, and jointly and severally unconditionally promise to pay this indebtedness to KERN TURF SUPPLY, INC., or order, on demand, in lawful money of the United States. This is a continuing guaranty and shall remain in force until revoked by the guarantor by giving notice in writing to KERN TURF SUPPLY. Any revocation shall be effective only as to the transactions entered into after the receipt of notice by KERN TURF SUPPLY, INC.

ATTORNEY'S FEES AND COSTS

3. In addition to the amounts continually guaranteed under agreement. Guarantors jointly and severally agree to pay reasonable attorney's fees and all other costs and expenses incurred by KERN TURF SUPPLY, INC. in enforcing this continuing guaranty in any action or proceeding arising out of, or relating to, this continuing guaranty.

MEANING OF TERMS

4. In all cases where there is but a single Obligor or a single Guarantor, all words herein in the plural shall be deemed to have been used in the singular where the context and construction so require; and when there is more than one Obligor named herein, or when this guaranty is executed by more than one Guarantor, the word "Obligor" and the word "Guarantors" respectively shall mean all and any one or more of them.

EFFECT ON HEIRS AND ASSIGNS

5. This guaranty and the liability and obligations of Guarantors under this agreement are binding upon Guarantors and their respective heirs, executors and assigns, and inure to benefit of any are enforceable by Obligor and its successors, transferees and assigns.

GOVERNING LAW AND MODIFICATION

6. This guaranty shall be deemed to be made under and shall be governed by, the laws of the State of California in all respects, including matters of construction validity and performance, and its terms and provisions may not be waived, altered, modified, or amended except in writing duly signed by an authorized officer of KERN TURF SUPPLY, INC. and by Guarantors.

INVALIDITY

If any provision of this guaranty contravenes or is held invalid under the laws of any jurisdiction, this guaranty shall be construed as though it did not contain that provision, and the rights and liabilities of the parties to this agreement shall be construed and enforced accordingly.

IN WITNESS WHEREOF, the undersigned Guarantor(s) have executed this Guaranty on _____ 20____

_____
Guarantor Title

_____
Guarantor Title

_____
Guarantor Title

_____
Guarantor Title

_____
By