

Green Mountain Florist Supply, Inc.'s
Purchase & Finance Agreement / Credit Card Authorization Form

PLEASE NOTE: The “MERCHANDISE PURCHASE AND FINANCE AGREEMENT” (the “Agreement”) is a promise to pay by the customer. By signing the “PERSONAL GUARANTY” the Owner (or other Guarantor, if applicable) is, in addition, PERSONALLY guaranteeing repayment of the Account. A signature is required on both the “AGREEMENT and ‘PERSONAL GUARANTY”

MERCHANDISE PURCHASE AND FINANCE AGREEMENT

Customer acknowledges receipt of a copy of Green Mountain Florist Supply, Inc. Payment Terms and Conditions. Customer agrees to be bound by the terms set forth therein. Upon notice of any changes in Terms and Conditions that Green Mountain Florist Supply, Inc. might make from time to time, acceptance of the new Terms and Conditions will be evidenced by continued use of the Account. The person(s) signing this Agreement on behalf of the Customer certifies that he/she has full authority to act on behalf of the Customer. I agree that suit for the balance due may be brought in Chittenden County, State of Vermont, and I agree to accept service of the complaint by certified mail, return receipt requested, addressed to customer at the business or home address written on the Application.

DATE: _____ CUSTOMER NAME: _____
 Legal Name of Customer (if different): _____

 Signed by: _____
 Print Name & Title: _____

 DRIVER'S LICENSE # _____ EXP. DATE _____ STATE _____

PERSONAL GUARANTY

This agreement is made between Guarantor and Green Mountain Florist Supply, Inc. (“GMFSI”) in consideration of any and all extensions of credit to _____, the Customer, whose address is _____.

I understand that a consumer credit report concerning the undersigned may be requested in connection with Open Account requests, or in connection with updates, renewals or extensions of any credit granted as a result of this account. If I subsequently ask for this information, I will be informed whether or not such a report was obtained and, if so, the name and address of the agency that furnished the report.

Guarantor unconditionally guarantees full and prompt payment when due, with no limitation on liability, of any and all existing or future indebtedness or liability of Customer to GMFSI including but not limited to all finance charges, restocking charges, returned check charges and all reasonable attorney and or collection fees and court costs. Guarantor waives notice of the acceptance of this Guaranty by GMFS and the extension of any credit by GMFSI to Customers. Guarantor waives presentment, protest, notice, demand, or action on Customer's delinquency with regard to any indebtedness or liability, including any right to require lender to sue Customer or otherwise enforce payment by Customer. I agree that suit for the balance owed may be brought in Chittenden County, State of Vermont. GMFSI may sell, release, surrender, exchange, compromise, waive, subordinate, or modify the indebtedness or liability of Customer to GMFSI, without notice to Guarantor and without affecting Guarantor's liability to GMFSI. This Agreement shall be binding upon the Guarantor, and his/her respective heirs, Executors, Administrators, legal representatives and successors and assigns, and shall inure to the benefit of GMFSI and its successors and assigns.

There are no oral representations, understanding or warranties with respect to the Agreement. It may not be changed except by written agreement signed by the Guarantor and GMFSI.

GMFSI's rights and remedies shall not be modified, limited or waived by any representation, promise or agreement made, of by any course of conduct by GMFSI after the date of this Agreement, unless evidenced by a written document signed by GMFSI.

If any provision of this Agreement is declared unenforceable or invalid in whole or in part, for any reason, the remaining provisions shall continue to be effective.

The Laws of the State of Vermont shall govern this Agreement. Guarantor agrees that any process served on Guarantor(s) shall be sufficient if mailed to the address listed below or to Guarantor's residence by certified mail, return receipt requested.

Signature: _____ Date: _____
 Print Name: _____ SS#: _____
 Mailing Address: _____
 DRIVER'S LICENSE #: _____ EXP DATE _____ STATE _____
 Needed ONLY if the person signing the Guarantee is different than the person signing the Agreement on behalf of customer.

CREDIT CARD AUTHORIZATION FORM

I _____ authorize GREEN MOUNTAIN FLORIST SUPPLY, INC. to charge my COD order to the credit card account listed below in the event that payment is not made at the time of delivery. I certify that the credit card account listed below is valid and that sufficient available credit exists to cover all charges made. I also agree to notify GREEN MOUNTAIN FLORIST SUPPLY, INC. when specific information changes regarding the validity of this credit card account.

If this credit card account is deemed invalid, while attempting to complete payment for an unpaid COD delivery, I agree to send payment immediately upon notification, or provide us with valid credit card information. A \$25.00 fee will be charged for invalid credit card transactions.

Shop Name/Account Number

Credit Card Account Number

Expiration Date

Name on Credit Card

Street Address and Zip Code of Credit Card Co.

Authorized Signature

Title

Date

FOR OFFICE USE:

Sales Person _____

Acct # _____

Payment Terms: _____

Delivery Route: _____

Credit Limit: _____

By: _____ Date: _____