



Blue Mountain Nursery, LLC

Customer Profile & Credit Application

P.O. Box 749, Boring, OR 97009
22643 S.E. Tillstrom Rd, Damascus, OR 97089
Phone: 503-658-1991, Fax: 503-658-1992
Email: sales@bluemountainnsy.com

Customer Information:

Please Print Clearly:

Firm Name _____ Phone _____ Fax _____

Billing Address _____ City _____ State _____ Zip _____

A/P Contact Person _____ A/P Email _____ A/P Phone # _____

Organization: Proprietorship___ Corporation ___ Partnership ___ Year Established _____ EIN # _____

Plant Purchase Trade References:

We are required to submit 5 references to our bank before approval

To help expedite the process please provide fax number and email for all contacts. This document also authorizes Blue Mountain Nursery to fax or email your references. Thank you.

Firm Name _____ Phone _____ Fax _____

Address _____ City _____ State _____ Zip _____

Email _____

Firm Name _____ Phone _____ Fax _____

Address _____ City _____ State _____ Zip _____

Email _____

Firm Name _____ Phone _____ Fax _____

Address _____ City _____ State _____ Zip _____

Email _____

Firm Name _____ Phone _____ Fax _____

Address _____ City _____ State _____ Zip _____

Email _____

Firm Name _____ Phone _____ Fax _____

Address _____ City _____ State _____ Zip _____

Email _____

Applicant hereby agrees to pay service charges of 1.5% per month on all amounts owing beyond terms. In the event that it becomes necessary to engage the services of a professional collection agency, applicant agrees to pay all collection, attorney, and/or court costs incurred by seller in such action, and service charges at the rate of 1.5% per month on all amounts found due and payable. Applicant further agrees that if suit is necessary, such suit will be brought in Clackamas County, Oregon. Applicant further agrees to abide by all other terms stated in sellers catalog.

I hereby certify the foregoing to be true to the best of my knowledge.

Signature of Authorized Officer _____ Date _____

Printed Name _____



Blue Mountain Nursery, LLC

22643 SE Tillstrom Rd

Damascus, OR 97089

Bank Credit Reference Form for:

Customer: _____ Date: _____

To be completed by the Customer:

Bank: _____

Address: _____ City: _____ State: ____ Zip: _____

Telephone: _____ Fax: _____ Email: _____

Dear Bank Officer,

We are authorizing the bank to release information about our accounts, outstanding credit line, and payment history to BLUE MOUNTAIN NURSERY, LLC to be used solely to establish an account, a credit line, and payment terms. This information is to be kept strictly confidential.

Account Name: _____ Checking Acct #: _____

Saving Acct #: _____ Other Acct #: _____

Authorized by: _____ Signature: _____ Date: _____

To be completed by the Bank:

Dear Bank Officer,

The above customer has given its bank name as a credit reference. We would appreciate it if you would provide us with the credit information below; the information will be kept in the strictest confidence. If you have any questions, please call 503-658-1991 and ask for the accounting department. Thank you very much for your time.

Sincerely,

Accounting Department, Blue Mountain Nursery, LLC

Account Since: _____ Loan Relationship? ___Y ___N

Current Balance: _____ Line of Credit: _____ Outstanding Balance: _____

Average Balance: _____ Open Date: _____ Overall Credit Rating: _____

NSF Checks? ___Y ___N Secured? ___Y ___N

Remarks/Comments _____

Completed by: _____ Date: _____

FOR BLUE MOUNTAIN NURSERY, LLC INTERNAL USE ONLY. CONFIDENTIAL

Please return by fax: 503-658-1992, email: accounting@bluemountainnsy.com,

or mail to: P.O. Box 749, Boring, OR 97089



Blue Mountain Nursery, LLC – Terms & Conditions

Payment Terms: Cash or Credit Card, prior to shipment, unless otherwise established by our credit department based on a signed and approved credit application. Interest will be charged at 1.5% per month (Annual percentage rate 18%) on overdue accounts. Past due accounts will automatically convert to cash. Prices are F.O.B. Damascus, OR. Seller retains a security interest in all plant material until fully paid for. Discounts apply to non-net items only and only valid if invoice paid within terms.

Wholesale Trade Only: Wholesale Price Lists are intended for only those licensed in buying and selling of nursery product. This cancels all previous lists and quotations and is subject to change without notice.

Orders: \$1,000.00 minimum order is required. All orders for future will require a 20% deposit in order to reserve/allocate and process material to be shipped. Minimum order for field grown material to be dug and shipped will be five plants per variety. A 20% percent digging charge will apply to all orders of less than five plants per variety. Minimum lead time for digging is 3-5 days weather permitting. All orders will be acknowledged based upon estimates in the field and container areas. However, at the time of shipping, should order adjustments need to be made, we will substitute the closest possible variety and size (not more than one size up or down on field stock, no substitutions will be made on container plant material without customer permission) as the original acknowledged order. Should you not want substitutions of any kind please indicate on your original purchase order. All confirmed allocations will be reserved through May 1st. After May 1st any product remaining on allocations will be added to our open stock for sale to the general trade. **Once an order is acknowledged, a restocking fee of 30% will be assessed on any/all product cancelled/not accepted by the customer.**

Additional Container Charge: Some plants normally sold B&B are available in black plastic containers and wire baskets. The additional charge will range per plant purchased depending on size of container or wire basket used.

Claims: Claims must be noted on the Bill of Lading/Proof of Delivery accompanied by pictures of the material in question and requested in writing within 5 days of receipt of shipment. All material in question must be held at shipment location for disposition instructions. Under no circumstances will Blue Mountain Nursery, LLC be liable for any sum greater than the purchase price of the plant material. In-transit damage claims are to be made directly to the carrier.

Guarantee: We guarantee our nursery stock to be true to name and be alive and in good condition upon leaving our nursery. WE DO NOT GUARANTEE in any manner, expressed or implied, the description, life, quality, productiveness, or any other of any nursery stock, seeds, or plants we sell. It is mutually agreed that our total liability for any error, should stock prove untrue to name as labeled, shall be limited upon satisfactory proof, to our replacing free, or refunding the purchase price thereof. We accept all orders subject to crop conditions, errors in counts and the understanding that the same shall be void should injury befall the stock because of hail, frost, or other cause beyond our control.

Liens: Blue Mountain Nursery, LLC reserves all lien rights in connection with the goods provided against the property in which they were delivered until final payment is received.

Default: Purchaser agrees to pay all expenses, including reasonable attorney's fees to include attorney's fees on appeal incurred in the collection, by suit or otherwise, or any amount payable under this contract. Purchaser agrees that this contract is consummated at Clackamas County, Oregon and that suit or action may be brought in Clackamas County, Oregon.

Personal Guarantee:

I, _____ hereby personally guarantee any and all credit extended to my company. I will be personally responsible and liable for all balances due, including costs of collections, should that become necessary.

Signature _____ Printed Name _____

Date _____ Email _____ Home Phone _____

Owner's Address _____ City _____ State _____ Zip _____