



Dear Customer:

Enclosed are four documents which comprise our Credit Application. Please complete all forms and return to us via U. S. Mail or email to: Michelle@newsomseed.com.

1. **Credit Application.** Please provide all information requested, **especially fax numbers of your references**. It is hard for us to obtain fax numbers or addresses of companies with whom you do business with. This form should be signed by an authorized signer for your company.
2. **Bank Authorization Form.** Please sign. Banks will not review credit history without this form.
3. **Customer Agreement.** Please sign. This is the agreement between your company and ours. Among other items, it contains your agreement to pay finance charges. If your account becomes past due, you agree to pay finance charges as well as any attorney and collection fees if we must resort to such measures to collect.
4. **Personal Guaranty of Corporate Obligations.** If your company is incorporated then we want you (and your spouse, if you are married) to personally guaranty that you will pay if the corporation does not pay. Please fill in the Corporation name as Buyer, and the names of you and your spouse (if married) as guarantors.

Thank you for your interest in Newsom Seed, Inc. We look forward to receiving the above documents and to the commencement of a credit relationship.

Very truly yours,

Allen Bohrer  
President



## CUSTOMER AGREEMENT

In Consideration of Newsom Seed Inc. selling or agreeing to sell goods and services to the undersigned ("Customer") under the terms and conditions stated herein, the parties agree this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ as follows:

1. Customer applies for credit from Newsom Seed Inc. under terms and conditions established and modified from time to time by Newsom Seed Inc.
2. Credit may be increased, reduced, restricted, revoked or conditioned by Newsom at any time without any notice for any reasons or without any reason by Newsom in Newsom's sole discretion. Failure to pay any invoice when due may result in the immediate termination of all credit privileges.
3. All invoices are due upon submission. Customer agrees to pay finance charges at the rate of two percent per month (equivalent to twenty-four percent per year) on the unpaid balance beginning thirty days after the invoice date.
4. Customer guarantees payment of all sums due Newsom together with collection and court costs and an attorney's fee of one-third of the amount due upon referral to an attorney.
5. Customer consents to the exclusive jurisdiction of the trial courts of Howard County, Maryland, the appellate courts of Maryland and the United States District Court of Maryland with respect to all obligations created hereunder and any proceedings arising there from. Customer waives trial by jury in any action, proceeding or claims between the parties.
6. Customer agrees to inspect promptly all goods received from Newsom. Any claim for shortage or defect must be reported to Newsom within 48 hours of receipt of the goods, or detection of the defect, or any such claim is waived.
7. Changes in customer's business or financial status, including but not limited to: changes of name, changes of principal ownership, incorporation or dissolution, material changes in financial worth, filing for bankruptcy or reorganization under bankruptcy laws, must be reported in writing to Newsom within one business day of the happening of such event.

Upon the occurrence of such event, all credit privileges shall be suspended until a new credit application is submitted by Customer and approved by Newsom.

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CUSTOMER AGREEMENT -- continued

8. Customer agrees to the following "Notice to Buyer: Newsom Seed Inc. warrants that the seed we sell conforms to the label description as required by federal and state seed laws. We make no other warranties, express or implied, of merchantability, fitness for a particular purpose, or otherwise. Liability for damages for any cause, including breach of contract, breach of warranty and negligence, with respect to any sale of seeds is limited to a refund of the purchase price of seeds. This remedy is exclusive. In no event shall we be liable for any incidental or consequential damages, including loss of profits."

In witness whereof the parties have set their hands and seals the date and year first written above.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name & Title

Newsom Seed Inc.

Fulton, Maryland

By: \_\_\_\_\_

\_\_\_\_\_



## PERSONAL GUARANTY of CORPORATE OBLIGATIONS

Whereas, \_\_\_\_\_ of \_\_\_\_\_  
Corporate Buyer Address

(Hereinafter referred to as "Corporation Buyer") desires to establish credit with Newsom Seed Inc., Fulton, Maryland (hereinafter referred to as "Newsom" for the purchase of goods and services, and /or is now indebted to Newsom, and the undersigned (hereinafter to as "Guarantor", whether one or more than one) has requested Newsom to extend credit without limit to the Corporation Buyer.

Now, therefore, in consideration of the premises and the sum of one (\$1.00) dollar paid to Guarantor by Newsom, receipt of which is hereby acknowledged, Guarantor directly and unconditionally (jointly and severally if more than one Guarantor) guarantees to Newsom the prompt payment of any and all liabilities of Corporation Buyer to Newsom plus finance charges, attorney's fees and any other collection costs.

This guaranty shall be continuing and shall bind Guarantor and their respective personal representatives for all credit extended by Newsom to Corporation Buyer until notice in writing terminating this guaranty has been received and acknowledged by Newsom. In the event of termination of this Guaranty Agreement, Guarantor shall remain liable for all obligations of Corporation Buyer contracted before the receipt and acknowledgement of such notice. No such notice from any one or more of Guarantors shall in any manner affect, modify or lessen the obligation of remaining Guarantors.

Guarantor agrees that, from time to time, without notice to Guarantor, the time of payment of any liability of Corporation Buyer covered by this guaranty may be extended in whole or in part without waives notice of acceptance, presentment, demand of payment, protest and notice of non payment and any and all notices of any kind in connection herewith.

"In the event of default of any indebtedness guaranteed hereunder and upon demand being made upon the Guarantors and failure by them to pay any sums due upon said default, then, and in that event, said authorize any Justice of the Peace or Clerk in any Court of Record in Maryland or elsewhere, to enter judgment thereon by confession against us for the amount hereof, finance charges and costs, including attorneys fees of one-third of the amount due, expressly waiving summons or other process, and do further consent to the immediate execution on said judgment, expressly waiving the benefit of all exemption laws and all irregularity or errors in entering said judgment or the execution thereon."

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PERSONAL GUARANTY of CORPORATE OBLIGATIONS  
(continued)

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All terms and conditions of this Guaranty shall be binding upon the personal representatives, heirs and assigns of Guarantor or Guarantors, if there be more than one, until terminated as provided.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
Signature of Guarantor

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Home Telephone

\_\_\_\_\_  
Signature of Guarantor

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Home Telephone



## **CREDIT APPLICATION**

Business Name: \_\_\_\_\_ Date: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Location Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Type of Business: \_\_\_\_\_ Year Started \_\_\_\_\_

Circle One:

Proprietorship \_\_\_\_\_ Partnership \_\_\_\_\_ Corporation \_\_\_\_\_ in State of \_\_\_\_\_

## **OFFICERS and/or OWNERS**

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

## **BANK REFERENCE**

Bank Name: \_\_\_\_\_ Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Bank Officer: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Account Number: \_\_\_\_\_

## **TRADE REFERENCES**

Name: \_\_\_\_\_ Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax : \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax : \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax : \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Title: \_\_\_\_\_



## BANK AUTHORIZATION FORM

Please fill out, sign, and return with Credit Application to Newsom Seed, Inc.

Thank you.

Date \_\_\_\_\_

Upon request by Newsom Seed Inc., I hereby authorize

\_\_\_\_\_  
(Name of Bank)

to supply information to Newsom Seed, Inc., regarding transactions with you, including information regarding credit extended and activity, without liability to you.

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, ZIP Code

\_\_\_\_\_  
Authorized Signature