

**Whistling Pines Foliage, Inc.**  
**Commercial Credit Agreement**  
**(Legal Entity)**

Full Name of Company \_\_\_\_\_  
State where registered \_\_\_\_\_  
President or General Manager \_\_\_\_\_  
Physical Address \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Business Telephone \_\_\_\_\_ Facsimile \_\_\_\_\_  
E-mail Address \_\_\_\_\_  
Federal Tax Identification Number \_\_\_\_\_  
Contact Person for A/R \_\_\_\_\_ Telephone \_\_\_\_\_

Name of Bank \_\_\_\_\_ Account No. \_\_\_\_\_  
Address \_\_\_\_\_

Trade References:

1. Company Name \_\_\_\_\_ Contact \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone \_\_\_\_\_ Facsimile \_\_\_\_\_
2. Company Name \_\_\_\_\_ Contact \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone \_\_\_\_\_ Facsimile \_\_\_\_\_
3. Company Name \_\_\_\_\_ Contact \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone \_\_\_\_\_ Facsimile \_\_\_\_\_

**TERMS OF SALE**

2% discount if paid within 10 days, net 30 unless otherwise indicated and becomes delinquent on that date, monthly service charges of 1 ½% will be assessed on delinquent accounts. In the event it shall become necessary to collect any outstanding amount owed to Whistling Pines Foliage, Inc., the purchaser agrees to pay all costs thereof, including a reasonable attorney's fee. The venue for any action to enforce payment of debt shall be Lake County, Florida. The undersigned certifies the above information to be correct, that it is submitted for the purpose of obtaining credit and agrees to all the terms and conditions of sale as set forth above. It is the obligations of the undersigned to notify Whistling Pines Foliage, Inc. in writing of any changes of circumstances or ownership. Any discrepancy not reported within thirty (30) days of final billing shall be considered waived.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

## **Continuing and Unconditional Guaranty**

To induce Whistling Pines Foliage, Inc. hereinafter referred to as “ Whistling Pines”, to extend commercial credit to \_\_\_\_\_, Hereinafter referred to as “ Customer”, the undersigned, \_\_\_\_\_, hereinafter referred to as “ Guarantor”, does hereby give Whistling Pines, its continuing and unconditional guarantee of the payment in full when due of any and all indebtedness of Customer, its successors and assigns, to Whistling Pines, to the same extent as if Guarantor were the principal debtor of the indebtedness. Guarantor agrees to pay and discharge the indebtedness of Customer to Whistling Pines when due, by acceleration or otherwise, in accordance with the terms of the indebtedness, and hereby waives all notice of acceptance of this Guaranty, notice of maturity, payment or default of any indebtedness, and any other requirement or notice necessary to bind it hereunder, including, but not limited to, presentment, notice of dishonor and protest. Guarantor also agrees to pay all costs (including attorney’s fees whether incurred in connection with collection, trial, appeal or otherwise) of collection against Guarantor under this Guaranty. Venue for enforcement of this Guaranty shall be the jurisdictional state court in Lake County, Florida. Guarantor waives the right to trial by jury and consents to bench trial in the event trial becomes necessary to enforce this Guaranty.

The liability of Guarantor hereunder applies irrespective of the genuineness, validity, regularity or enforceability of the indebtedness or of any agreements evidencing, relating to, or securing the indebtedness.

The liability of Guarantor hereunder is binding upon Guarantor and Guarantor’s successors and assigns. The revocation of this Guaranty shall not relieve Guarantor of liability on any indebtedness of Customer to Whistling Pines arising prior to Whistling Pines’ receipt of written revocation hereof, or any renewal or extension thereof.

The term “indebtedness” as used herein shall mean all obligations of Customer to Whistling Pines, direct or contingent, whether now or hereafter dues or arising, including, without limitation, all principal and late chares, all costs of collection, including reasonable attorney’s fees, whether incurred in connection with collection, trial, appeal or otherwise, and all other amounts which Customer is obligated to pay Whistling Pines.

IN WITNESS WHEREOF, GUARANTOR has caused this instrument to be executed this \_\_\_\_ day of \_\_\_\_\_, 200\_.

Signed and sealed in the presence of:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Guarantor’s Signature

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Guarantor’s Printed Name