

# *APPLICATION FOR CREDIT*



## CORPORATE OFFICE

Kern Turf Supply, Inc.  
7000 Meany Avenue  
Bakersfield, CA 93308  
(661) 664-5200  
Sales (661) 664-5233  
Fax (661) 587-6620

## SOUTHWEST BAKERSFIELD

5151 Stine Road  
Bakersfield  
(661) 833-0596  
Fax (661)833-3503

**Please remit Credit Application to: 7000 Meany Avenue, Bakersfield, CA 93308  
Attention: Credit Department**

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: (     ) \_\_\_\_\_

Company: \_\_\_\_\_ Account #: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Fax: (     ) \_\_\_\_\_ Phone: (     ) \_\_\_\_\_

Company: \_\_\_\_\_ Account #: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Fax: (     ) \_\_\_\_\_ Phone: (     ) \_\_\_\_\_

Company: \_\_\_\_\_ Account #: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Fax: (     ) \_\_\_\_\_ Phone: (     ) \_\_\_\_\_

**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 15% restock charge. Delinquent accounts accrue a finance charge of 1.5% per month. After 30 days delinquent accounts will be placed on C.O.D.

**IN ORDER TO PROCESS THIS APPLICATION; PERSONAL GUARANTEE (ON THE BACK OF THIS APPLICATION) MUST BE SIGNED BY ALL PRINCIPALS.**

(Information supplied to KTS/AVTS 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 and 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.

\_\_\_\_\_  
Guarantor Title

\_\_\_\_\_  
Guarantor Title

## 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

\_\_\_\_\_  
By