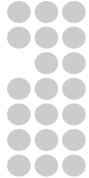


MILEST ONE



# ARC Ferns, LLC

4707 OAK HILL STREET  
 APOPKA, FL 32712  
 Phone: 407/889-7868; Fax: 407/889-5443  
 www.arcferns.com

## CREDIT APPLICATION

Please complete this application and **SIGN** on the back

### Name/Address

Last:	First:	Middle Initial:	Title	
Name of Business:			Tax I.D. Number	
Address:				
City:	State:	ZIP:	Phone:	

### Company Information

Type of Business:	In Business Since:			
Legal Form Under Which Business Operates:				
Corporation <input type="checkbox"/>		Partnership <input type="checkbox"/>		Proprietorship <input type="checkbox"/>
If Division/Subsidiary, Name of Parent Company:			In Business Since:	
Name of Company Principal Responsible for Business Transactions:			Title:	
Address:	City:	State:	ZIP:	Phone:
Name of Company Principal Responsible for Business Transactions:			Title:	
Address:	City:	State:	ZIP:	Phone:

### Bank References

Institution Name:	Institution Name:	Institution Name:	
Checking Account #:	Savings Account #:	Home Equity Loan:	Loan Balance:
Address:	Address:	Address:	
Phone:	Phone:	Phone:	

### Trade References

Company Name:	Company Name:	Company Name:
Contact Name:	Contact Name:	Contact Name:
Address:	Address:	Address:
Phone:	Phone:	Phone:
Account Opened Since:	Account Opened Since:	Account Opened Since:
Credit Limit:	Credit Limit:	Credit Limit:
Current Balance:	Current Balance:	Current Balance:

## **Applicant's Statement**

I/WE hereby certify the foregoing information to be true and correct. We hereby waive objections to inquiries made by ARC Ferns, LLC of the references supplied on this application. We also authorize creditors to release any and all relevant information.

I/We have been advised to terms and conditions of sale as appear on ARC Ferns, LLC current price list and understand that a 1.5% service charge will be made on any invoices of 30 days past due and that 5% or \$40.00 (whichever is greater) will be charged on my checks returned to ARC Ferns, LLC from the bank for insufficient funds. I also agree that cancellation and restocking charges will apply.

In the event ARC Ferns, LLC engages the services of an attorney in the collection of monies due under this Credit Applications, the payment of reasonable attorney's fees and costs attributable thereto, including but not limited to fees and costs incurred pre-suit during the investigation and evaluation of any such collection, and fees and costs incurred during litigation at the trial and appellate levels, shall become the obligation of the undersigned to the full extent permitted by law.

This contract shall be governed, construed and enforced according to the laws of the State of Florida. In the event any litigation or other formal legal or equitable proceedings ("Litigation") between ARC Ferns, LLC and the undersigned is instituted in connection with the construction, interpretation or enforcement of this Credit Application, the party commencing such Litigation shall be required to institute the same in the appropriate Court of the Ninth Judicial Circuit, in and for Orange County, Florida, or in the U.S. District Court, Middle District of Florida located in Orlando, Florida. All parties hereby waive the claim or defense that any such court in which any such Litigation is properly commenced as provided for herein constitutes an inconvenient forum.

It is expressly understood and agreed that in the event any litigation or other formal legal or equitable proceedings ("Litigation") between the parties hereto is instituted by the undersigned, the undersigned's sole and exclusive remedy shall be limited to a refund of any purchase price of the goods ordered and/or received, and that ARC Ferns, LLC shall not be liable for damages for injuries to any persons or property. It is further understood and agreed that in no event shall Milestone be liable for more than, and the undersigned's exclusive remedy shall be limited to, the price of goods alleged to be defective, and under no circumstances shall ARC Ferns, LLC be liable for incidental or consequential damages.

Any claims for shortages, quality or grading must be filed with Milestone within 24 hours of delivery. Shipping damage should be claimed by customer from the carrier.

This Credit Application shall be binding upon the parties hereto and their respective proper affiliated, heirs, representative, agents, successors and assigns.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

## **Individual Personal Guarantee**

I, (Name) \_\_\_\_\_ residing at (Address) \_\_\_\_\_ for and in consideration of your extending credit at my request to (Company) \_\_\_\_\_ (hereinafter referred to as the "Company"), of which I am (Title) \_\_\_\_\_, hereby personally guarantee to you the payment at ARC Ferns, LLC in the state of Florida any obligation of the company and I hereby agree to bind myself to pay you on demand any sum which may become due to you by the company whenever the company shall fail to pay the same. It is understood that this guarantee shall be a continuing and irrevocable guarantee and indemnity for such indebtedness of the company. I do hereby waive notice default, non-payment and notice hereof and consent to any modification of renewal of credit agreement hereby guarantee.

\_\_\_\_\_  
**Auth. Signature**

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

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**