



The Ivy Farm

Phone: 757-787-4096
Toll Free: 888-786-4096
Fax: 757-787-9473 or 757-787-4302
P.O. Box 116 Locustville, VA 23404
www.theivyfarm.com

“Quality Plants
& Exceptional
Service”

New Customer Form & Customer Agreement

General Information

Company Name (Customer): _____

Please Check One: Sole Proprietorship Corporation LLC Partnership Non-Profit

State of Formation: _____ Year Established: _____ Present Location Since: _____ Own or Lease: _____

Shipping Address: _____ Billing Address: _____

Company Phone Number: _____

Company Fax Number: _____

E-Mail Address: _____

Web Site Address: _____

Federal ID Number: _____

Date Business Started: _____

Billing Contact: _____

Billing Contact Phone Number: _____

Preferred Method of Payment: COD Net 30 Credit Card

Purchase Order Required: Yes No

SEE THE CUSTOMER AGREEMENT BELOW FOR APPLICABLE TERMS AND CONDITIONS.

Delivery Information

Directions (From major interstates and highways):

Tractor Trailer Access: Yes No

Forklift Available: Yes No

Earliest Delivery Time: _____

Delivery Contact: _____

Special Delivery Instructions (if yes, provide below):

Type of Business

Garden Center Re-Wholesale Landscape Company Produce Grower Designer Other

Sales Tax

All Virginia customers must include proper tax exempt form or 5.3% sales tax will be charged. All out-of-state dealers who pick-up orders in Virginia must bring a copy of their resale certificate and complete Form ST-14 or 5.3% sales tax will be charged.

Tax Exempt: Yes No Tax Exempt Number: _____

Perennial Buyer Information

Name: _____ Phone Number: _____

Fax Number: _____ Email Address: _____

Best time/day to contact: _____ Mobile Number: _____

How would you like to receive weekly availability? Email Fax Web Site

Woody Buyer Information

Name: _____ Phone Number: _____

Fax Number: _____ Email Address: _____

Best time/day to contact: _____ Mobile Number: _____

How would you like to receive weekly availability? Email Fax Web Site

Tell Us About You

Does your company have home & flower shows, expos, etc? Yes No

If yes, please specify event and date: _____

What are your top four most used perennials – please specify cultivars?

1. _____ 2. _____

3. _____ 4. _____

What are your top four most used woody shrubs – please specify cultivars?

1. _____ 2. _____

3. _____ 4. _____

We look forward to doing business with you!

The Ivy Farm Staff

CUSTOMER AGREEMENT

1. **PRICING.** Prices are F.O.B. Locustville, VA and are subject to change without notice.
2. **PAYMENT TERMS.** All sales are C.O.D., unless the customer has established a commercial credit account with the Company. Pre-approved checks, Visa or MasterCard payments are acceptable. No cash will be accepted by delivery drivers. All checks must be pre-approved through the Company office for the total amount of the payment due prior to delivering the check to the delivery driver and prior to unloading of the truck - no exceptions. All credit card payments must be arranged through the Company office prior to delivery. All past due accounts are subject to 2% finance charge per month (ANNUAL PERCENTAGE RATE OF 24%).
3. **CREDIT ACCOUNTS & TERMS.** Customers may apply for a commercial credit account with IF Acquisition, LLC dba The Ivy Farm (the "Company") by completing and submitting the Commercial Credit Application and Agreement, allowing at least 30 days for review. If a commercial credit account is approved by the Company, payment shall be upon terms provided in the Commercial Credit Application & Agreement.
4. **RETURNED CHECKS; COLLECTION.** A \$40 fee will be charged for all check returned for insufficient funds. Any failure of payment by customer may be turned over to an attorney for collection at the discretion of Company, and in such event Customer agrees to pay all costs of collection, including, but not limited to court costs and attorneys' fees equal to one-third (1/3) of the outstanding balance at the time of referral.
5. **SALES TAX; EXEMPTION CERTIFICATE.** The Company is required to collect 5.3% sales tax on all orders picked up or delivered within Virginia, unless a properly executed sales tax exempt certificate is received prior each order. The Customer agrees to notify the Company of any change in the tax exempt status of the Customer prior to any order affected by such change in status.
6. **PRODUCT AVAILABILITY.** Product availability is updated and made available every Thursday through the Company website, fax or email. It is the customer's responsibility to determine current availability information. To ensure best availability and delivery, customers should place orders by the order date specified in the weekly availability notices. All orders must be in writing received by the Company via fax or email. We are not responsible for orders not received due to fax or email errors. Cancellations made after the order is pulled will be subject to a restocking fee of 20% of the order price.
7. **ORDER ACKNOWLEDGEMENT.** Once an order has been scheduled for a delivery the Company will fax or email an order acknowledgement. Please note that this acknowledgement is subject to change upon final inspection of plants, plant materials or goods ("Plants" or "Goods") to be shipped prior to loading of the trucks.
8. **CERTAIN PRODUCT REQUIREMENTS.** Ivies come in 3.5" pots and are only sold in full trays of 18. Plants sold in 1qt. pots are only sold in full trays of 12. When ordering less than 10 of the following item sizes please add: + .25 for 3 qt. & 4 qt. material / + .50 for 2 gal. Plants / + \$1.00 for 3 gal. Plants. No minimums for 5, 7, 10, or 15 gal. Plants.
9. **LIMITED WARRANTY; DAMAGES.** All plants are warranted to be true to name and to arrive in healthy growing condition. If any stock is proven to be untrue to description or name, we will replace it without charge or refund the original purchase price of the Plant. The Company does not warrant or guarantee successful growth after sale due to the range of grower experience and conditions. **THE COMPANY MAKES NO WARRANTY THAT GOODS SOLD UNDER THIS AGREEMENT SHALL BE MERCHANTABLE. THERE ARE NO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE THAT EXTEND BEYOND THE FACE OF THIS AGREEMENT. NEITHER THE COMPANY NOR CUSTOMER SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL LOSSES OR DAMAGES, WHETHER ARISING IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSSES OF USE, PROFITS, BUSINESS, REPUTATION OR FINANCING.**
10. **INSPECTION; ACCEPTANCE & CLAIM.** Please inspect and count all Plants at time of delivery. Claims for shortages must be made immediately upon delivery and notated on the Return/Shortage Sheet with the driver. Claims for unsatisfactory Goods must be made in writing either at the time of delivery or within 48 hours after delivery of the order, otherwise shipment will be deemed satisfactory and accepted. If driver has left the delivery location, please fax your claim to 757-787-9473. We shall at no time be responsible for more than the purchase price of the plant. Any plant material subject to claim must be held for possible inspection by the Company and disposition instructions. Once a claim has been approved for customers with established terms, a credit memo for the cost of the plants will be mailed to the billing address on file. Freight charges are not subject to adjustment. At no time may an invoice be adjusted by the customer. Failure to document and notify the Company with a problem within 48 hours will result in refusal of the claim.
11. **DISCOUNTS.** Volume discounts are at the discretion of the Company with consideration of annual purchases and payment history of the customer from the previous calendar year. Any approved discounts shall only apply to plants. The customer's account must be in good standing to be considered for discounts. Qualifying customers will be notified of any earned discount for the upcoming year.
12. **APPLICABLE LAW; JURISDICTION & VENUE.** The undersigned acknowledges that this agreement shall be construed in accordance with Virginia law, and the parties' agree that the Commonwealth of Virginia shall be the jurisdiction and Court of Accomack County shall be the venue of any litigation arising out of this Agreement and the relations of the parties.

I have read, understand and agree to all the above terms and conditions. The undersigned hereby certifies that he or she is duly authorized to execute this Agreement on behalf and as a binding contract of the Customer, and that the information provided above related to the Customer is true and correct.

Must be signed by an authorized owner, officer, manager, member or partner of the Customer.

Customer Name: _____

By: _____

Date: _____

Print Name: _____

Title: _____