

Terms and Conditions for the Sale Attached to the

Commercial Customer Account Application Form

Business/Firm Name: _____ ("you" or "Customer") Address: _____
Telephone Number: _____ Fax Number: _____ E-mail Address: _____ Date: _____, 20__

Terms used herein, which are not defined herein, shall have the meanings ascribed thereto as set forth in the Letter.

1. **Delivery of Goods.** We will use our commercially reasonable efforts to cause delivery of the Goods to each Delivery Point and on the Delivery Date specified in the applicable Sales Confirmation/Invoice using our standard methods for shipping such Goods, but we shall not be liable for any delays, loss or damage of such Goods in transit. We may, without liability or penalty, make partial shipments of Goods to you, in which case, each shipment will constitute a separate sale, and you shall pay only for the quantity of Goods shipped whether such shipment is in whole or partial fulfillment of your order. Title and risk of loss to the Goods passes to you upon delivery of the Goods to the freight carrier at our shipping location. If for any reason you fail or refuse to accept delivery of any Goods when they have been delivered at the Delivery Point, or if we are unable to deliver the Goods at the Delivery Point because you have not provided correct and/or appropriate instructions, documents or authorizations, then in any such case: (a) the Goods nevertheless shall be deemed to have been delivered and accepted by you; and (b) we may, at our option, store the Goods until you pick them up, in which case you shall be liable for all related costs and expenses (including, without limitation, transit, unloading and storage costs).
2. **Quantity.** The quantity of the Goods we record on dispatch from our shipping location shall be prima facie evidence of the quantity of Goods you receive on delivery unless you provide good and credible evidence to the contrary. We shall not be liable for your failure to receive Goods for any reason whatsoever unless you give us Written Notice (defined below) of non-receipt within twenty-four (24) hours after the date on which the disputed quantity of Goods were to be delivered to the Delivery Point. Our liability for your failure to receive Goods shall be limited to replacing the Goods within a reasonable time or adjusting the Sales Confirmation/Invoice with respect to such Goods to reflect the quantity you received. Notwithstanding the foregoing, if you receive a quantity of Goods of up to one percent (1%) more or less than the quantity set forth in the applicable Sales Confirmation/Invoice, you shall not be entitled to object to or reject the Goods or any portion of them by reason of the surplus or shortfall and shall pay for the Goods actually received at the prices set forth in the applicable Sales Confirmation/Invoice, adjusted pro rata for the quantity of Goods you actually received.
3. **Inspection of Goods.** You shall inspect the Goods upon receipt, and they shall be deemed to be acceptable unless you give us Written Notice (a "Nonconforming Goods Notice") specifying and describing any Goods that differ in any material respect (except as set forth in Section 2 above) from the Goods specified in the applicable Sales Confirmation/Invoice ("Nonconforming Goods") within twenty-four (24) hours after delivery, and you furnish us with good and credible evidence and such other documentation as we may reasonably request substantiating that the Goods delivered are Nonconforming Goods. If you give us a timely Nonconforming Goods Notice and provide the required evidence and/or documentation, we will replace such Nonconforming Goods with conforming Goods or credit or refund the amount due for such Nonconforming Goods. Thereafter, we may, at our option, take title and possession of the Nonconforming Goods. If we exercise our option to replace Nonconforming Goods, we shall cause to be delivered to you conforming Goods to the Delivery Point specified in the applicable Sales Confirmation/Invoice. Notwithstanding the foregoing, we shall have no obligations or liabilities under this Section 3 if: (a) you make any use of any Nonconforming Goods after giving a Nonconforming Goods Notice; (b) the Goods became Nonconforming Goods after delivery thereof because of any damage, act or omission caused by you or any third party; (c) the Goods became Nonconforming Goods because you failed to follow our oral or written instructions as to the storage, installation, use or maintenance of the delivered Goods; or (d) you otherwise alter such Goods delivered without our prior written consent. You acknowledge and agree that the remedies set forth in this Section 3 are your sole and exclusive remedies for the delivery of Nonconforming Goods. Except as provided under this Section 3, you have no right to return to us or to require that we retake possession of or remove any Goods purchased under any Sale Confirmation/Invoice (collectively with the applicable Terms of Sale, an "Agreement").
4. **Collections.** You shall pay all costs and expenses we incur in collecting any late payments, including, without limitation, attorneys' fees, court costs and other costs and expenses of litigation. In addition to all other rights and remedies available under any Agreement or at law, we shall be entitled to suspend the delivery of any Goods if you fail to pay any amounts when due hereunder. You shall not withhold payment of any amounts due and payable to us by reason of any set-off of any claim or dispute with us, whether relating to our breach of any Agreement, bankruptcy or otherwise. Any legal suit, action or proceeding arising out of or relating to any Agreement shall be instituted in the federal courts of the United States of America sitting in the Middle District of Georgia or the courts of the State of Georgia located in Laurens County, and each you and we irrevocably submit to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Each Agreement is and shall be governed by and construed in accordance with the internal laws of the State of Georgia without giving effect to any choice or conflict of law provision or rule (whether of the State of Georgia or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Georgia.
5. **Security Interest.** As collateral security for the amounts due from you of the Goods sold pursuant to an Agreement, you hereby grant to us a lien on and security interest in and to all of your right, title and interest in, to and under such Goods, wherever located, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Georgia Uniform Commercial Code, and you authorize us to file such financing statements and other documents as may be necessary to perfect such security interest under applicable law.
6. **Limitation of Liability.** We shall not be liable or responsible to you or any other party, nor be deemed to have defaulted or breached any Agreement, for any failure or delay in fulfilling or performing any term or obligation set forth in any Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond our reasonable control. **NOTWITHSTANDING ANYTHING SET FORTH IN ANY AGREEMENT, IN NO EVENT: (A) SHALL WE BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL,**

SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF ANY AGREEMENT, WHETHER OR NOT YOU HAVE DISCLOSED IN ADVANCE THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN BY YOU OR US, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE; AND (B) SHALL OUR AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO ANY AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID TO US FOR THE GOODS SOLD UNDER SUCH AGREEMENT.

7. **Termination.** All Agreements shall terminate immediately if you or any guarantor of your obligations under any Agreement becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors. We may terminate any or all Agreements with immediate effect upon Written Notice: (a) if you fail to pay any amount when due under any Agreement or have not otherwise performed or complied, in whole or in part, with any of your obligations under any Agreement; or (b) we determine that there has been an adverse change in the creditworthiness of you or any guarantor of your obligations to us or that you or any guarantor of your obligations to us are unable to pay your or its debts as they mature.

8. **Written Notice.** Any "Written Notice" required or permitted to be given to you or us under any Agreement must be in writing and if to you, properly addressed to your address set forth above, and if to us, properly addressed to our address set forth in Our Letter. Each Written Notice shall be given in the one of the following manners: (a) by personal delivery, in which case the effective date shall be the date of receipt by the receiving party; (b) by deposited such Written Notice with a nationally recognized overnight delivery courier in time for next business day delivery (delivery charges pre-paid), in which case the effective date shall be the date of delivery or attempted delivery by such courier; (c) by fax (with confirmation of transmission), if to you, to your fax number set forth above or if to us, to fax number (770) 825-9118, in which case the effective date shall be the date set forth on the confirmation of transmission; or (d) by certified or registered mail, return receipt requested, postage prepaid, in which case the effective date shall be the third day after postmark of such mail by the US Postal Service. Copies of all Written Notices shall be sent if to you, to the e-mail address set forth above and if to us, to the e-mail addresses amaddox@sodmastersga.com and to tbradbury@bfp Holdings.com; provided, however, the failure of the receiving party to receive a copy of such Written Notice by e-mail shall not affect the validity of such Written Notice given in the required manner specified above. Either party may change its address, fax number and/or e-mail address by giving Written Notice to the other party.

9. **Faxed or E-Mailed Documents.** Except for Written Notices as provided in Section 8 above, notwithstanding any decisional law to the contrary, you and we agree that: (a) a duly executed document which is properly transmitted by fax or by e-mail attachment to the receiving party's fax number or e-mail address, as applicable, is to be deemed and treated as an original document; (b) the signature of an authorized representative of a party thereon, for purposes hereof, is to be deemed and treated as an original signature; and (c) the document transmitted is to be deemed and considered to have the same binding effect as an original signature on an original document. Notwithstanding the foregoing, upon request, a party shall promptly provide to the requesting party a duly executed original of such document.

10. **Independent Contractors; No Third Party Beneficiaries.** The relationship between us is that of independent contractors. Nothing contained in any Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between us. Each Agreement is for the sole benefit of the parties and their respective successors and permitted assigns, and nothing herein, whether express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of any Agreement.

11. **Entire Agreement.** You and we acknowledge and agree that no promises, representations or agreements between us, or anyone acting for us or associated with or employed by us, shall be binding upon either party other than as set forth in an Agreement. The provisions of each Agreement that by their nature should be applicable after termination of such Agreement, including, without limitation, Section 6 of these Additional Terms of Sale, shall survive and remain in force after termination of such Agreement. Each Agreement shall constitute in each case the entire agreement between the parties concerning the subject matter thereof and shall supersede any prior discussions, agreements or understandings concerning such subject matter; and in each case shall inure to the benefit of and be binding on each party and their respective heirs, successors, successors in interest and assigns.

12. **Miscellaneous.** Time is of the essence of each Agreement. No waiver of any of any part of any Agreement shall be effective unless explicitly set forth in a written document and signed by an authorized representative of the waiving party. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising under any Agreement operates, or may be construed, as a waiver thereof, and no single or partial exercise of any right, remedy, power or privilege under any Agreement precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege under such Agreement or available under applicable law. Each Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, successors, legal representatives and assigns.

Notice: *The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applications on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program or because the applicant has, in good faith, exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with the law concerning this credit is the Federal Trade Commission, Division of Financial Practices, 600 Pennsylvania Avenue, NW, Washington, DC 20580.*

SodmastersGA™ Commercial Customer Account Application Form

THE FOLLOWING INFORMATION MUST BE COMPLETED IN FULL.

The undersigned Business/Firm ("**Customer**") hereby submits this completed Commercial Customer Account Application Form (the "**Application**") to Bradbury Farms, a Georgia general partnership doing business as SodmastersGA™ ("**SodmastersGA**") whose address is 2396 Georgia Highway 26, Montrose, GA 31065, to induce SodmastersGA™ to extend credit to Customer in connection with the sale of sod, turf and other goods to Customer.

Business/Firm Name: _____ ("**Customer**") Credit Amount Applied: For \$ _____
Address: _____ City: _____ State: _____ Zip: _____
Telephone: _____ Fax: _____ Email: _____ In Business Since: _____
Fed. Tax I.D.# _____ Tax Exempt #: _____ Exp. Date: _____ (circle one) Corporation/Partnership/LLC/ Proprietorship

1. Name of Authorized Representative: _____ Title: _____ SSN: _____
Address: _____ City: _____ State: _____ Zip: _____
Telephone: _____ Fax: _____ Email: _____
2. Name of Authorized Representative: _____ Title: _____ SSN: _____
Address: _____ City: _____ State: _____ Zip: _____
Telephone: _____ Fax: _____ Email: _____

Bank References

1. Bank Name: _____ Contact: _____
Address: _____ City: _____ State: _____ Zip: _____
Telephone: _____ Fax: _____ Account #: _____
2. Bank Name: _____ Contact: _____
Address: _____ City: _____ State: _____ Zip: _____
Telephone: _____ Fax: _____ Account #: _____

Credit/Commercial References in the Industry (which are open accounts with credit terms)

1. Name: _____ Contact: _____
Address: _____ City: _____ State: _____ Zip: _____
Telephone: _____ Fax: _____ Account #: _____
2. Name: _____ Contact: _____
Address: _____ City: _____ State: _____ Zip: _____
Telephone: _____ Fax: _____ Account #: _____
3. Name: _____ Contact: _____
Address: _____ City: _____ State: _____ Zip: _____
Telephone: _____ Fax: _____ Account #: _____

By completion, execution and delivery of this Application to SodmastersGA, Customer hereby irrevocably authorizes SodmastersGA and its agents to contact from time to time Customer's Banks and references set forth above to discuss, investigate and verify the information set forth in this Application and any other data or information furnished by Customer and/or by any other person regarding Customer's credit, financial condition and/or ability to pay its debts as they mature, to request and obtain from time to time credit reports and information concerning Customer from third party credit companies such as Equifax®, TransUnion®, Experian®, Innovis® and Dun & Bradstreet®, to otherwise investigate from time to time the creditworthiness and/or financial condition of Customer and to provide Banks and/or third party credit companies a copy of this completed Application for the foregoing purposes. Customer acknowledges that SodmastersGA reports non-payment and other credit information concerning Customer to third party credit companies such as those listed above. Customer further acknowledges and agrees that SodmastersGA's obligation to sell sod and other goods to Customer is conditioned upon SodmastersGA's: (a) acceptance and approval of Customer's completed and executed Application and Customer's creditworthiness; (b) the guaranty of Customer's obligations and liabilities to SodmastersGA by the person(s) named as Guarantor(s) as set forth on the Guarantor Information Form provided to Customer; and (c) SodmastersGA's approval of the completed and executed Guarantor Information Form and the creditworthiness of Guarantor. Customer acknowledges and agrees that if this completed and executed Application and the completed and executed Guarantor Information Form are approved by SodmastersGA, the terms and conditions upon which SodmastersGA is willing to sell sod and other goods to Customer are set forth on the "Terms and Conditions of Sale" ("**Terms**") provided to Customer with this Application, as such Terms are changed and/or supplemented from time to time. By Customer's completion and execution of this Application, Customer: (i) acknowledges that Customer has read, understands and agrees to said Terms which are by this reference incorporated into and made a part of this Application; and (ii) hereby warrants and certifies that the information set forth in this Application is correct and complete as of the date set forth below and is provided for the purpose of inducing SodmastersGA to extend credit to Customer.

In Witness Whereof, the undersigned Customer has executed this Application on the date set forth beside its execution below.

Customer: Business/Firm Name: _____, a _____ (state of organization and type of organization)
Signed By: _____ Title: _____ Date Signed: _____
Print Name: _____

SodmastersGA™ Commercial Customer Account Guaranty

1. The Guaranty. For and in consideration of the extension of credit by Bradbury Farms, a Georgia general partnership doing business as SodmastersGA™ ("SodmastersGA") to _____ (the "**Customer**") and other good and valuable considerations, the receipt and sufficiency whereof are hereby acknowledged, the undersigned Guarantor hereby absolutely and unconditionally guarantees the following (collectively, the "**Obligations**"): (A) the full and prompt payment as and when due from time to time of all amounts due from Customer to SodmastersGA (including, without limitation, any interest due SodmastersGA on amounts due from Customer and any costs of collection of any amounts due from Customer, including attorneys' fees and court costs); and (B) the prompt performance as and when due from time to time of all obligations of Customer to SodmastersGA in accordance with the Terms and Conditions of Sale, as the same may be changed and/or supplemented from time to time (the "**Terms**").

2. Guarantor Acknowledgments and Agreements. Guarantor acknowledges and agrees that: (a) but for Guarantor's execution and delivery of this Guaranty, SodmastersGA would not approve Customer's Application, extend credit to Customer or otherwise sell sod and other goods to Customer on any basis other than for cash paid by Customer at the time Customer submits to SodmastersGA an order for purchase of such sod and/or other goods; (b) the extension of credit by SodmastersGA to Customer directly benefits and is in the best interests of Guarantor, which is good and sufficient consideration for Guarantor's agreements set forth in this Guaranty; (c) this Guaranty is and shall be absolute, unlimited, continuing and irrevocable unless and until the effective date SodmastersGA receives notice of revocation of this Guaranty; (d) the revocation of this Guaranty shall not be applicable (i) to any extensions of credit by SodmastersGA to Customer made prior to the effective date of the notice of such revocation, (ii) to any of Guarantor's Obligations hereunder to pay any amounts due SodmastersGA which are due and payable by Customer prior to the effective date of the notice of such revocation, and (iii) to any of Guarantor's obligations hereunder to perform any Obligations to SodmastersGA which are Obligations of Customer prior to the effective date of the notice of such revocation; (e) this Guaranty is a guaranty of payment and not of collection and the liability of Guarantor under this Guaranty shall be immediate and primary and shall not be contingent upon the exercise or enforcement by SodmastersGA of any rights or remedies it has or may at any time have against Customer or any other person or the enforcement of any lien or security interest or realization upon any collateral that SodmastersGA has or may at any time have for any of Customer's liabilities or obligations to SodmastersGA; (f) the Terms in effect at the time of the sale of any sod or other goods to Customer are applicable to Guarantor's Obligations guaranteed by this Guaranty; (g) SodmastersGA, with or without consideration, and without notice to or the consent of Guarantor, may at any time and from time to time release any guarantor of any of the liabilities and/or obligations of Customer to SodmastersGA and/or release any lien or security interest in favor of SodmastersGA on or in any collateral securing any of the any of the liabilities and/or obligations of Customer to SodmastersGA and any such release shall not in any way affect the Obligations of Guarantor hereunder; (h) no delay or failure on the part of SodmastersGA in the exercise of any right or remedy or the failure of SodmastersGA to notify Guarantor of any nonpayment of any amount due SodmastersGA by Customer or any nonperformance of any obligation of Customer to SodmastersGA, shall operate as a waiver thereof; and (i) no single or partial exercise by SodmastersGA of any right or remedy hereunder shall preclude other or future exercise thereof or exercise of any other right or remedy.

3. Guarantor's Waivers. Guarantor hereby knowing, absolutely and unconditionally waives and renounces: (a) notice of any changes and/or supplements in the Terms from time to time; (b) any defense based on OCGA §10-7-21 relating to any novation or alleged novation, of any obligations of Customer to SodmastersGA; (b) its right to require SodmastersGA to first take action against Customer or any other guarantor or obligor of any of the Obligations prior to taking action against Guarantor, as provided under OCGA §10-7-24; (c) for so long as any amounts are due from Customer to SodmastersGA or for so long as Customer has any other liabilities to or any obligations due SodmastersGA, all present and future claims, rights and remedies against Customer or any other guarantor or other obligor of any of the Obligations arising out of Guarantor's creation or performance of this Guaranty including, without limitation, the right of contribution, reimbursement, indemnification, subrogation, exoneration and any right to participate in any claim or remedy Guarantor may have against Customer, any collateral for Customer's liabilities or obligations to SodmastersGA or any other party obligated for Customer's debts, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, (d) any defense of usury; and (e) any other legal or equitable defenses whatsoever to which Guarantor might otherwise be entitled.

4. Notices. Any notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "**Notice**") shall be in writing and addressed as follows: (a) if to Guarantor to its address and/or facsimile number set forth below; and (b) if to SodmastersGA to 2396 Georgia Highway 26, Montrose, GA 31065 and/or facsimile number (770) 825-9118, e-mail address: amaddox@sodmastersga.com. All Notices shall be: (i) given by personal delivery, in which case, the effective date of such Notice shall be the date of receipt by the receiving party; (ii) deposited with a nationally recognized overnight courier for next business day delivery (with all delivery fees pre-paid), in which case the effective date of such Notice shall be the date of delivery or attempted delivery by such courier; (iii) by facsimile (with confirmation of transmission) to the number of the receiving party designated in this Guaranty, in which case the effective date of such Notice shall be the date set forth on the confirmation of transmission; or (d) by certified or registered mail, return receipt requested, postage prepaid, in which case, the effective date of such Notice shall be the third day after postmark of such mail by the US Postal Service. Copies of all Notices shall be sent to the receiving party by electronic mail to the address of the receiving party set forth in this Guaranty, but the failure of the receiving party to receive copy of such Notice shall not affect the validity of such Notice given by other means as provided herein. Any party may change its address, facsimile number and/or electronic mail address by giving Notice to the other party.

5. Miscellaneous. The obligations of Guarantor hereunder are independent of the obligations of Customer to SodmastersGA and separate action or actions may be brought and prosecuted against Guarantor whether or not any action is brought against Customer or any other guarantor or obligor of any of the Obligations be joined in such action or actions. If any amount due under this Guaranty is collected by or through an attorney at law, Guarantor will reimburse SodmastersGA for all costs of collection, including, without limitation, court costs and attorneys fees in a sum equal to fifteen percent (15%) of the outstanding principal and any interest due SodmastersGA. If any provision of this Guaranty or the application thereof in any circumstance is held invalid or unenforceable, the validity and enforceability or application of the other provisions of this Guaranty shall not be affected thereby and shall remain in full force and effect to the fullest extent permitted under applicable law. This Guaranty has been made and delivered in the State of Georgia and shall be governed by, and construed in accordance with, the laws of the State of Georgia. Guarantor hereby submits to in personam jurisdiction of the state courts of Laurens County, Georgia and any other court in the State of Georgia selected by SodmastersGA for enforcement of this Guaranty and hereby waives any and all claims of rights under the laws of the State of Georgia, of any other state, of any county and of the United States to object to jurisdiction within the state courts of Laurens County, Georgia or of State of Georgia for the purpose of litigation to enforce this Guaranty. Guarantor acknowledges, agrees and confirms that each acknowledgment waiver and agreement by and of Guarantor set forth in this Guaranty is a material inducement to SodmastersGA willingness to accept this Guaranty as consideration for the extension of credit and sale of sod and other goods to Customer. Time is of the essence of this Guaranty. This Guaranty shall inure to the benefit of, and may be enforced by, SodmastersGA and its legal representatives, successors and assigns and shall be binding upon and enforceable against Guarantor and its heirs, legal representatives, successors and assigns; provided that no assignment of all or any part of Guarantor's liabilities or obligations hereunder shall relieve Guarantor from any liability or obligation hereunder.

This Guaranty contains the entire agreement between Guarantor and SodmastersGA.

In Witness Whereof, the undersigned Guarantor has executed this Guaranty on this ____ day of _____, 20__.

Guarantor:

Business/Firm Name: _____, a _____

Signed By: _____ Title: _____

Print Name: _____ E-Mail Address: _____

(state of organization and type of organization)

Date Signed: _____

Facsimile Number: _____

SodmastersGA™ Commercial Customer Account Guarantor Information Form

THE FOLLOWING INFORMATION MUST BE COMPLETED IN FULL

The undersigned person ("**Guarantor**") hereby submits this completed Guarantor Information Form (the "**Form**") to Bradbury Farms, a Georgia general partnership doing business as SodmastersGA™ ("**SodmastersGA**") whose address is 2396 Georgia Highway 26, Montrose, GA 31065, to induce SodmastersGA to extend credit to:

Business/Firm Name: _____ ("**Customer**")

Guarantor Name: _____ ("**Guarantor**") SSN or Tax I.D.# _____
Address: _____ City: _____ State: _____ Zip: _____
Telephone: _____ Fax: _____ Email: _____
Relationship to Customer: _____

1. Name of Authorized Representative (if any): _____ Title: _____ SSN: _____
Address: _____ City: _____ State: _____ Zip: _____
Telephone: _____ Fax: _____ Email: _____

Bank References

1. Bank Name: _____ Contact: _____
Address: _____ City: _____ State: _____ Zip: _____
Telephone: _____ Fax: _____ Account #: _____
2. Bank Name: _____ Contact: _____
Address: _____ City: _____ State: _____ Zip: _____
Telephone: _____ Fax: _____ Account #: _____

Personal Credit References

1. Name: _____ Contact: _____
Address: _____ City: _____ State: _____ Zip: _____
Telephone: _____ Fax: _____ Account #: _____
2. Name: _____ Contact: _____
Address: _____ City: _____ State: _____ Zip: _____
Telephone: _____ Fax: _____ Account #: _____
3. Name: _____ Contact: _____
Address: _____ City: _____ State: _____ Zip: _____
Telephone: _____ Fax: _____ Account #: _____

By completion, execution and delivery of this Form to SodmastersGA, Guarantor hereby irrevocably authorizes SodmastersGA and its agents to contact from time to time Guarantor's Banks and references set forth above to discuss, investigate and verify the information and representations set forth in this Form and any other data or information furnished by Guarantor and/or by any other person regarding Guarantor's credit, financial condition and/or ability to pay its debts as they mature, to request and obtain from time to time credit reports concerning Guarantor from third party credit companies such as Equifax®, TransUnion®, Experian®, Innovis® and Dun & Bradstreet®, to otherwise investigate from time to time the creditworthiness and/or financial condition of Guarantor and to provide Banks, third party credit companies a copy of this completed Form for the foregoing purposes. Guarantor acknowledges that SodmastersGA reports non-payment and other credit information concerning Guarantor to third party credit companies such as those listed above. Guarantor further acknowledges and agrees that SodmastersGA's obligation to sell sod and other goods to Customer is conditioned upon: (a) SodmastersGA's acceptance and approval of Customer's completed and executed Application and Customer's creditworthiness; (b) SodmastersGA's approval of the completed and executed Form and the creditworthiness of Guarantor; and (c) the guaranty of Customer's obligations and liabilities to SodmastersGA by Guarantor. Guarantor acknowledges and agrees that if the completed and executed Application and the completed and executed Guarantor Information Form are approved by SodmastersGA, the terms and conditions upon which SodmastersGA is willing to sell sod and other goods to Customer are set forth on the "Terms and Conditions of Sale" (the "**Terms**") provided to Customer with the Application, as such Terms may be changed and/or supplemented from time to time. By Guarantor's completion and execution of this Form, Guarantor: (i) acknowledges that each that Guarantor has read, understands and agrees to said Terms which are by this reference incorporated into and made a part of this Form and waives notice of any change or supplement to said Terms; and (ii) hereby warrants and certifies that the information set forth in this Form is true, correct and complete as of the date this Form is signed by Guarantor and that they are made for the purpose of inducing SodmastersGA to extend credit to Customer.

In Witness Whereof, the undersigned Guarantor has executed this Form on the date set forth beside its execution below.

Guarantor:

Guarantor: _____

Business/Firm Name: _____, a _____ (state of organization and type of organization)

Signed By: _____ Title: _____ Date Signed: _____

Print Name: _____