

HOUSE ACCOUNT APPLICATION



INTERNAL USE ONLY
ACCOUNT NO:
CREDIT LIMIT:
STORE MANAGER APPROVAL:
ACCOUNTING APPROVAL:

STORE INFORMATION			
STORE NUMBER		MANAGER	
ADDRESS 1679 Hollenbeck Road			
CITY Sunnyvale		STATE CA	ZIP 94087
TELEPHONE (408) 732-7673	FAX	E-MAIL rosecartali@gmail.com	

BUSINESS INFORMATION			
NAME OF BUSINESS			
ADDRESS			
CITY		STATE	ZIP
TELEPHONE	FAX	E-MAIL	

DESCRIPTION OF BUSINESS			
NUMBER OF EMPLOYEES		CREDIT AMOUNT REQUESTED	
TYPE OF BUSINESS		IN BUSINESS SINCE	TAX ID#
CORPORATION	PARTNERSHIP	PROPRIETORSHIP	
TAX EXEMPT	YES	NO	IF "YES", PLEASE ATTACH CERTIFICATE

CONTACT INFORMATION			
CONTACT PERSON	TITLE	TELEPHONE	E-MAIL ADDRESS
AUTHORIZED USERS	TITLE	TELEPHONE	E-MAIL ADDRESS

CREDIT CARD INFORMATION	
NAME ON CREDIT CARD	
CREDIT CARD NUMBER	EXP DATE

BANK INFORMATION		
NAME OF BANK		CONTACT PERSON
NAME OF BRANCH		CHECKING ACCOUNT #
ADDRESS		
CITY		STATE
TELEPHONE		FAX
		E-MAIL

CREDIT REFERENCE		
COMPANY NAME	CONTACT PERSON	TELEPHONE

CONFIRMATION OF INFORMATION ACCURACY AND RELEASE OF AUTHORITY

I HEREBY CERTIFY THAT THE INFORMATION IN THIS APPLICATION FORM IS TRUTHFUL, ACCURATE AND COMPLETE. THE INFORMATION INCLUDED IN THE ACCOUNT APPLICATION IS FOR USE BY [] WHO MAY UTILIZE OTHER CREDIT REFERENCES IT CONSIDERS NECESSARY IN MAKING ANY CREDIT DETERMINATION. FURTHER I HEREBY AUTHORIZE THE BANK AND TRADE REFERENCES LISTED IN THIS ACCOUNT APPLICATION TO RELEASE THE INFORMATION NECESSARY TO ASSIST [] IN ESTABLISHING A LINE OF CREDIT.

SIGNATURE	TITLE	DATE
PRINT NAME		

STANDARD TERMS AND CONDITIONS

1) **SCOPE OF SERVICE:** BUYER agrees that during the Term, it shall purchases from [] floral and gift products (collectively ."Products") and [] agrees to sell BUYER said Products at the then current prevailing prices and fees for such Products, less (if applicable), the agreed upon discount off the Merchandise Value of any such Products. BUYER and [] may be referred to herein individually as a "Party" and collectively as the "Parties".

Buyer agrees to offer to its employees, members, affiliates or associated as applicable, the opportunity to purchase from [] products and [] agrees to sell during the Term, said Products to them at the then current prevailing prices and fees for such Products less the agreed upon discount off the Merchandise Value (as defined hereinbelow).

Buyer, and its respective employees, members, affiliates or associates, as applicable, expressly acknowledge and agree that any and all discounts off the Merchandise Value of the Products may be subject to restrictions, limitations and blackout periods and cannot be combined with any other offers, discounts, gifts certificates, or other promotions which may be offered by [] from time to time. "Merchandise Value" is defined as the gross sales price for the Products purchased less, any and all applicable taxes, services, relay, shipping and handling charges, refunds and credits.

2) **TERM:** This Agreement will become effective upon [] acceptance of your Account Application and shall remain in effect until ten(10) days after either party gives written notice to the other of its intent to terminate this Agreement.

3) **PAYMENT:** BUYER agrees to pay [] in full for the Products ordered by BUYER. With respect to retail purchases, BUYER shall permit only authorized employees to use valid corporate credit/debit cards. With respect to personal (employee, member, affiliate or associate) purchases ("Preferred Customer Club"), BUYER'S employees, members, affiliates or associates, as applicable, shall use their own credit/debit cards. All credit/debit cards shall be charged at the time of purchase. In the event that [] and BUYER subsequently agree in writing to permit retail purchases to be charged to a specific corporate account, all charges to such corporate account shall be paid in full within thirty (30) days from the date of the invoice. Any amount past due shall be charged interest at a rate of one and one-half (1.5%) percent per month until paid in full. In the event that [] resorts to collection of said past due amounts, BUYER agrees to pay all collection costs and expenses including, without limitations, reasonable attorney's fees. BUYER represents that any and all employees or agents of BUYER that purchase Products on behalf of BUYER are authorized to do so.

4) **LIABILITY:** NEITHER PARTY SHALL HAVE ANY LIABILITY HEREUNDER FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFIT, BUSINESS OPPORTUNITY OR GOODWILL, WHETHER OR NOT THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGE MIGHT BE INCURRED. IN ALL EVENTS THE SOLE LIABILITY OF [] IS LIMITED TO REPLACEMENT OF THE PRODUCT PURCHASED OR REFUND OF THE PURCHASE PRICE PAID FOR ANY SUCH PRODUCT AS DETERMINED IN [] SOLE DISCRETION.

5) **INDEPENDENT PARTIES:** Nothing contained herein shall imply any partnership, joint venture or agency relationship between the Parties and neither Party shall have the power to obligate or bind the other in any manner whatsoever, except to the extent herein provided.

6) **BINDING EFFECT; BENEFIT:** This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective permitted successors and assigns. Nothing in this Agreement expressed or implied, is intended to confer on any person other than the Parties hereto or their respective successors and assigns, any rights, remedies, obligations or liabilities pursuant to this Agreement. BUYER shall not assign or transfer this Agreement or any of its rights and obligations hereunder without the prior written consent of []. Notwithstanding the foregoing, [] shall have the right to assign, subcontract or otherwise transfer any of its rights, remedies , obligations or liabilities under this Agreement.

7) **Notices:** All notices, requests, demands, payments and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, or sent by nationally recognized overnight carrier, or mailed by certified mail, postage prepaid, return receipt requested, as follows: if to [] to the address: _____; If to BUYER: To the address listed on the Account Application.

8) **FORCE MAJEURE:** Except for any payment obligations hereunder, neither Party shall be liable for any breach of this Agreement for any delay or failure of performance resulting from any cause beyond such Party's reasonable control, including without limitation, the weather, strike, labor disputes, war, terrorist acts, riots, civil disturbances, government regulations, acts of civil or military authorities, or acts of God.

9) **ENTIRE AGREEMENT:** These Terms & Conditions, the Account Application and any writing signed by the Parties confirming any discount which may be offered constitutes (a) the binding agreement between the Parties; (b) represents the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior agreements; and (c) may not be modified or amended except in writing signed by the Parties.

10) **GOVERNING LAW:** This Agreement shall be governed by, construed and enforced in accordance with, the laws of the State of [] without regard to conflicts of laws principles. Venue for purposes of any action or proceeding brought in connection with or arises out of this Agreement shall be conclusively presumed to be in the State of [] and the Parties hereby irrevocably consent to the exclusive personal jurisdiction and venue of the courts of said state.

11) **SURVIVABILITY:** The provisions of Section 3,4,5,8, and 10 shall survive the termination of this Agreement.

BUYER: _____ Print Name:
_____ Date _____

Signature: _____