



## Terms and Conditions

- 1. PARTIES:** Wild Pony LLC., dba Park City Nursery will be referred to as "Seller" and the owner / officer, person, business entity or company purchasing will be referred to as "Buyer".
- 2. PAYMENT TERMS:** Buyer understands and agrees to pay all charges within **30 days of the INVOICE date**, not statement date. If payment is not made within the 30 day period, "Buyer" understands that a **(2%) Finance Charge per Month (Annual Percentage Rate of 24%)** at the end of each month for past due balances, and agrees to pay said charges. **Please Initial \_\_\_\_\_** If the "Buyer" prefers to pay the account by credit card, payment is due upon receipt day of purchase. **Please Initial \_\_\_\_\_**.
- 3. LIMITATIONS OF LIABILITY:** The following statement is made in lieu of warranties, expressed or implied: "Sellers" only obligation shall be to replace such quantity of the product proved to be defective. "Seller" shall not be liable for any injury, loss or damage, direct or consequential arising out of the use of, or the inability to use the product. Before using, "Buyer" shall determine the suitability of the product for its intended use prior to the product leaving the property, and assumes all risk and liability whatsoever in connection therewith. The foregoing may not be changed except by an agreement signed by an officer of "Seller".
- 4. RETURNED CHECK:** All checks returned to the Park City Nursery because of insufficient funds, the account was closed, or for any other reason may be subject to a \$25.00 insufficient funds fee. **Please Initial \_\_\_\_\_**
- 5. COLLECTION FEES; ACTIONS; ATTORNEY'S FEES:** In the event an account is referred to a collection agency, the "Buyer" agrees to pay all costs associated with collections, and the collection fees may also be added to the principal upon placement with a collection agency. In the event a lawsuit incurs between the "Buyer" and the "Seller", the "Buyer" agrees to pay all attorney fees, with the venue of the matter to remain in Summit County, UT. **Please Initial \_\_\_\_\_**
- 6. LOSS TO BUYER'S PROPERTY:** "Seller" shall not be liable for, nor have the duty to provide insurance against any damage or loss to any goods or materials in which the "Buyer" used in connection with any order. The "Seller" shall not be liable for any third party warranties. **Please Initial \_\_\_\_\_**.
- 7. CONTINGENCIES:** "Seller" shall not be liable for any default or delay in performance caused directly or indirectly, by acts of God, fire, sabotage, accidents, delay in transport, shortage or breakdown of or inability to obtain materials.
- 8. BUYER'S OBLIGATIONS; RIGHTS OF THE SELLER:** "Seller" shall at any time if in doubt of "Buyer's" financial responsibility decline to make shipments hereunder except upon receipt of cash payment in advance or security of other proof of responsibility satisfactory to "Seller". If "Buyer" fails in any way to fulfill the terms and conditions herein, "Seller" may defer further shipments until financial responsibility is corrected and re-established. Remedies provided to "Seller" herein shall be in addition to, and not in lieu of, other remedies provided by Utah Law..
- 9. CANCELLATIONS:** Upon acceptance of order by "Seller", order shall not be subject to cancellation except with "Seller's" written consent and upon terms that will indemnify "Seller" against all direct, incidental and consequential loss or damages.
- 10. LIMITATION ON ASSIGNMENT:** The "Buyer" may not assign any of its rights or obligations hereunder without the prior written consent of the "Seller".
- 11. ENTIRE AGREEMENT:** This document contains the entire agreement between "Buyer" and "Seller" and constitutes the final, complete and exclusive expression of the terms of the agreement. All prior or contemporaneous written or oral agreements or negotiations with respect to such terms as are included herein or are the subject matter hereof are overridden by the terms of this agreement.
- 12. GOVERNING LAW:** This document and the sale of any goods hereunder shall be governed by and construed in accordance with the laws of the State of Utah. Whenever there is a conflict of laws, the laws of the State of Utah shall prevail.
- 13. RELIANCE ON CREDIT INFORMATION:** The information contained is for the exclusive purpose of obtaining credit and is warranted by "Buyer" to be true. False or misleading information provided by the "Buyer" will cause revocation of any extension of credit by "Seller" to "Buyer".
- 14. AUTHORIZATION TO OBTAIN CREDIT INFORMATION:** "Buyer" hereby authorizes "Seller" or any credit bureau employed by "Seller" to investigate the references listed herein or statements and or data obtained from "Buyer" or any person pertaining to "Buyer's" credit, and to supply further information as requested. **Please Initial \_\_\_\_\_**

**I certify that all of the information contained on this form is true and correct. I fully understand the credit terms and agree to adhere to these terms.**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date



**BANK INFORMATION RELEASE FORM**

Please complete and sign this form to avoid delays in processing your application for credit.  
All information will be kept confidential.

Account Name: \_\_\_\_\_

Account Number: \_\_\_\_\_

Bank Name: \_\_\_\_\_

Bank Address:  
\_\_\_\_\_

City, State, Zipcode:  
\_\_\_\_\_

Name of Officer:  
\_\_\_\_\_

Bank Phone:  
\_\_\_\_\_

**I AUTHORIZE THE ABOVE BANK TO RELEASE INFORMATION TO THE PARK CITY NURSERY:**

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

**\*\*DO NOT WRITE BELOW THIS LINE - FOR BANK USE ONLY\*\***

Date Acct. Opened \_\_\_\_\_ NSF ( ) YES ( ) NO

Balance Today: \_\_\_\_\_ Average Daily Balance: \_\_\_\_\_

Satisfactory: \_\_\_\_\_ Unsatisfactory: \_\_\_\_\_

Completed By: \_\_\_\_\_

Print Name

Signature

Date