

EWING PREFERRED CASH CARD APPLICATION

Please Print Clearly

Check One: Proprietorship Partnership Corporation

Check One: Taxable Non-Taxable

(If non-taxable, include resale exemption certificate)

Ewing Branch Most Frequented

Business Name (Required)

Mailing Address (Required)

Phone

City (Required)

State

Zip

Fax

Physical Address **(Required only if a PO Box is listed above)**

City

State

Zip

E-mail Address

Owner/Partner or Officer Name

Phone

Street Address

Fax

City

State

Zip

Social Security # and/or Driver's License # (Required)

State

Contractor's License Number

License Type

Date Issued

Name

Date Established

Bank Reference:

Name

Branch

Address

Account #

Phone

TERMS OF SALE

1. Applicant(s) (hereafter called the undersigned) understand this is not intended to be, nor is it, a credit account application. This is an application for a Preferred Cash Card Account (hereafter called PCCA) with Ewing Irrigation Products, Inc. (hereafter called Ewing).

2. All sales are subject to all other "Terms and Conditions" of sale as set forth on the pertinent packing slip or invoice relating to each and every individual sale.

3. It is recommended that each PCCA maintain a \$2,500 annual sales volume. Ewing reserves the exclusive right to cancel said PCCA should the undersigned not maintain this annual sales volume and/or default or become indebted to Ewing at any time. Ewing reserves the exclusive right to change or modify the PCCA terms and conditions at any time.

4. If any of the undersigned business or personal checks are returned to Ewing, unpaid and dishonored for insufficient funds, or for any other reason, or any bank card chargeback, the undersigned agree(s) to pay Ewing a service fee. The fee will be equal to, but not greater than, the legally acceptable amount, and not less than \$25. The undersigned further agree(s) to pay interest on the face amount of any such check or payment that was charged back at the rate of one and one-half percent (1.5%) per month from the date of the check or purchases, whichever is earlier, until paid. The undersigned agree(s) that if legal action or collection is brought to enforce this PCCA agreement, or otherwise recover amounts due to Ewing, that the undersigned further agree(s) to pay actual attorney and/or collection agency fees and costs incurred by Ewing in the enforcement thereof, whether or not a judgement is obtained.

5. In the event that any suit or collection action is required to enforce the terms of this PCCA application or to collect unpaid account balances owed to Ewing, the undersigned agrees that jurisdiction and venue for any such action shall not be limited to the state and country in which the materials, goods or services are purchased or received. The undersigned also agrees and submits to the jurisdiction of the California and Arizona courts, and agrees that at Ewing's sole option, the proper venue for any such collection action may include Maricopa County, Arizona, or Orange County, California.

6. The information provided on the PCCA application is provided for the purpose of obtaining a PCCA with Ewing. The undersigned warrant(s) and knowledge(s) that the statements herein are true and correct. Ewing may rely on same, as concerns the execution of this agreement.

*Application is subject to change by Ewing Irrigation.

Print Name (Required)

Signature (Required)

Date