



Weekly Terms Agreement

PLEASE PRINT ALL INFORMATION COMPLETELY AND LEGIBLY.

Legal Name of Business: _____

Legal business name MUST be on checks, NO personal or starter checks.

Mailing Address (NO PO Box): _____

City: _____ State: _____ Zip: _____

Owner of Company: _____ Cell: _____

Office Phone: _____ Office Fax: _____

Drivers License Number of Owner: _____ Exp. Date: _____

Terms and Conditions

1. Upon approval of this Terms Agreement, Lurvey's American Green, Inc., hereafter 'Creditor', agrees initially to extend credit to Customer to be paid within (7) days of the first day of that purchase week.
2. If any charge is not paid by customer after (7) day agreement Lurvey's has the right to void the Weekly Term Agreement.
3. Customer acknowledges that in the event of non-payment, the account will be assigned for collections. Customer waives any claim of jurisdiction or venue in the county of customer's residence or place of business, and agrees that, should suit be instituted, personal jurisdiction, as well as venue, will be in Cook, McHenry, and Lake Counties in Illinois.
4. In the event that Creditor, or its Agents, institute legal proceedings to collect any amount due and owing, Customer will be responsible for any cost incurred in collecting such amount, including, but not limited to, reasonable attorney fees and court costs at both the trial and appellate levels.
5. Non-sufficient funds checks will have a \$25.00 service charge added and Customer's Weekly Terms Agreement privilege will be revoked.
6. If any provisions hereof are deemed invalid or unenforceable to any extent, the remainder of the terms hereof will not be affected thereby and will be enforced to the greatest extent permitted by law. No enforcement of any provision shall not constitute a waiver of same.

 Company Signature Date

 Name and Title Federal ID No. (If applicable)

Personal Guarantee:

Whereas, _____ (Name of Customer) is or may become indebted to Lurvey's American Green, Inc. (Creditor)

Now therefore, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, the undersigned guarantor absolutely and unconditionally guarantees to Creditor the prompt payment at maturity and all times thereafter of the Debt.

Guarantor represents that he, she, or it is the owner of a direct or indirect interest in Customer and that Guarantor will not receive a direct and material benefit from the proceeds of any of the debt. In the event of default by Customer in payment of the debt or any part thereof when such indebtedness becomes due, either by its terms or as result of the exercise of any power to accelerate, Guarantor shall, on demand and without any notice having been given to Guarantor previous to such demand, pay the amount due thereon to Creditor, in order to enforce such payment by Guarantor, first to institute suit or exhaust its remedies against Customer or others liable on such indebtedness.

This guaranty is executed and delivered as an incident to a credit transaction wherein, in the event of nonpayment, Customer's account will be assigned for collection by Creditor's agents and shall be construed according to subject matter, as well as venue, shall properly be in Cook County, Illinois.

Executed this _____ day of _____

Guarantor's Name (Please Print) _____ Signature _____

Guarantor's Home Address

Street _____ City _____ State _____ Zip _____