



**APPLICATION TO GROW  
LIVEROOF GREEN ROOF SYSTEMS**

Mail application to LiveRoof LLC, PO Box 533, Spring Lake, MI 49456, or fax to (616) 842-3273.

**APPLICANT**

Name of Business		Date
Address		Phone ( )
City	State	Zip Code
Date Established	Contact Person	Title
Website	Email Address	

**BUSINESS STRUCTURE**

<input type="checkbox"/> <b>CORPORATION</b>	<input type="checkbox"/> <b>PARTNERSHIP</b>	<input type="checkbox"/> <b>SOLE PROPRIETORSHIP</b>
IF INCORPORATED:	Date: _____	State/Province: _____
IF DIVISION OR SUBSIDIARY:	Name of Parent: _____	
D-U-N-S Number: _____		

How long in nursery business?      Company: \_\_\_\_ Yrs.      Principle Owners: \_\_\_\_ Yrs.  
*AND / OR*

How long in green roofing business?      Company: \_\_\_\_ Yrs.      Principle Owners: \_\_\_\_ Yrs.

Number of Company Staff Members?      Office: \_\_\_\_\_      Field/Seasonal : \_\_\_\_\_  
Sales: \_\_\_\_\_      Other: \_\_\_\_\_, describe: \_\_\_\_\_

Annual Sales Volume: \_\_\_\_\_ USD

Property Size: \_\_\_\_\_      Types of Growing Structures: \_\_\_\_\_

What products / plants does your company specialize in? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Tell us about your current customer base: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Detail your experience with green roofs: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If needed, attach additional sheets.



## **CORPORATE PHILOSOPHY**

What are the guiding principles of your business? \_\_\_\_\_

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What is your idea of effective communication? \_\_\_\_\_

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How would you define the term 'Ethical Business'? \_\_\_\_\_

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## **MARKETING**

Approximately what percentage (%) of gross sales do you spend on marketing? \_\_\_\_\_

Detail your current marketing strategy: \_\_\_\_\_

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## **YOUR BUSINESS & LIVEROOF**

Why do you want to become a Licensed LiveRoof Grower? \_\_\_\_\_

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Who would head of the LiveRoof sales initiative? What are his/her qualifications? Other job duties? \_\_\_\_\_

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How accessible is this person for customer service, plant questions, and quoting? \_\_\_\_\_

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How many days per week will this person be able to perform sales travel / presentations? \_\_\_\_\_

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How much land would you have available to grow LiveRoof? \_\_\_\_\_

For stock bed development? \_\_\_\_\_

How much time and capital can you dedicate to your success as a LiveRoof Grower? \_\_\_\_\_

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## INITIAL INVESTMENT & CONTINUING OBLIGATIONS

What it takes to become a Licensed Grower:

- Visit LiveRoof, LLC in Spring Lake, MI to receive growing, sales and installation training.
- Purchase a trade show booth set up from LiveRoof's preferred vendor (Approximately \$4500.00)
- Purchase pallet each of Standard and Lite modules to begin growing samples (Cost: \$2271.25)
- Find a local formulator for LiveRoof, LLC to license to blend LiveRoof brand soil
- Join local chapter organizations for architects (AIA), landscape architects (ASLA), green building (USGBC), roofing contractors (RCA), green roofs (GRHC), and exhibit at their local trade shows
- Provide customer service and technical support in a professional and timely manner
- Actively prospect and offer Lunch & Learn / Sales Presentations to architectural firms in your service area
- As requested, provide vegetated sample modules to designers and prospective owners
- Prequalify contractors and administer LiveRoof installer certification training
- At least one representative from your company must attend the Annual LiveRoof Grower Conference
- Initially, LiveRoof production can be very low tech and using shared resources. As the volume and size of projects grow, purchase of dedicated production equipment (flat filler, boom irrigation), shipping equipment (Hoppit® racks, retractable trailers, rental conveyors), and growing space / stock beds will be necessary.

## BANK REFERENCE

Name	Branch Location		
Branch Address	City	State	Zip
Checking Acct. No.	Savings Acct. No.		
Loan Balance	Type of Loan	Secured by	
Officer Name	Phone (     )		

## TRADE REFERENCES (PROVIDE FOUR)

Firm Name	Contact Name		
Phone (     )	Fax (     )		
Street Address	City	State	Zip

Firm Name	Contact Name		
Phone (     )	Fax (     )		
Street Address	City	State	Zip

Firm Name	Contact Name		
Phone (     )	Fax (     )		
Street Address	City	State	Zip

Firm Name	Contact Name		
Phone (     )	Fax (     )		
Street Address	City	State	Zip

**CUSTOMER REFERENCES (PROVIDE TWO)**

Firm Name	Contact Name		
Phone ( )	Fax ( )		
Street Address	City	State	Zip

Firm Name	Contact Name		
Phone ( )	Fax ( )		
Street Address	City	State	Zip

Firm Name	Contact Name		
Phone ( )	Fax ( )		
Street Address	City	State	Zip

**STATEMENT OF DATA ACCURACY AND RELEASE OF AUTHORITY TO VERIFY**

The undersigned, for the purpose of procuring and establishing credit from time to time with LiveRoof, LLC ("Supplier") and to induce Supplier to permit the undersigned Customer to become indebted to Supplier for the purchase of goods, material and/or services, furnishes the above business and personal credit information. The undersigned (jointly and individually, if applicable) certify that all information in this Application is complete, factual and correct, and understands that Supplier will rely on the accuracy of this information for any credit that may be extended. If any statement is not true in any material respect or if the Customer should file for bankruptcy or if any other creditor tries to seize the Customer's property or if any adverse change occurs in the Customer's financial condition, at Supplier's election, Supplier may declare all of Customer indebtedness and obligations to Supplier immediately due and payable without demand or notice. The undersigned hereby expressly authorizes Supplier to contact any parties listed by Customer herein for the purpose of verifying any information contained in this Application. The undersigned hereby waives any right of privacy which it may have in such information, and waives the effect and benefit of any statutes or regulations which give it the right to control or bar the releases of such credit information. Further, the undersigned hereby authorizes such parties to disclose to Supplier whatever information they may have with respect to the undersigned's credit or financial status and hereby agree to hold such parties harmless for any such disclosure. If any representations made in this Application are untrue, the undersigned agrees that all obligations of the Customer to, or held by, Supplier shall immediately become due and payable without demand or notice.

PERSON SIGNING THIS APPLICATION REPRESENTS THAT THEY HAVE AUTHORITY TO BIND THE APPLICANT FOR PAYMENT OF ALL SUMS DUE AS A RESULT OF CREDIT EXTENDED BY LIVEROOF, LLC, TO INCLUDE RECOVERY OF COLLECTION CHARGES, REASONABLE ATTORNEY FEES, AND FINANCE CHARGES. APPLICANT REPRESENTS THAT THIS REQUEST FOR CREDIT IS FOR BUSINESS, COMMERCIAL, AND/OR AGRICULTURE PURPOSES, IT IS FURTHER AGREED THAT VENUE FOR ANY ACTION TO ENFORCE THE TERMS OF THIS AGREEMENT SHALL BE OTTAWA COUNTY MICHIGAN.

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**Signature** **Date**

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**Typed Name** **Title**



## PURCHASE AGREEMENT

CREDIT APPLICATION submitted to LiveRoof, LLC on \_\_\_\_\_  
(SUPPLIER NAME) (DATE)  
\_\_\_\_\_  
(CUSTOMER NAME)

Amounts due as a result of any and all purchases either materials or warranties hereinafter made by Customer from Supplier will be paid to Supplier on the following terms and conditions.

### TERMS

Unpaid invoices are past due if not paid in accordance with the terms as stated on the invoice.

### LATE PAYMENTS

It is understood that past due accounts are subject to a time price differential of two percent (2%) per month on the amount overdue (not to exceed the amount allowed by state law) and collection of this charge will be strictly enforced and litigated if necessary.

### BAD CHECKS, C.O.D.

A service charge of \$20.00 will be applied to each returned check. If at any time, Customer fails to pay invoices when due, or if for any reason Supplier feels insecure in extending credit, Supplier may decline to provide further goods on credit.

### FAILURE TO PAY OR INSOLVENCY

Failure by Customer to pay any part of the account when due, or in the event that proceedings in bankruptcy, receivership, or insolvency are instituted by or against Customer or his property, Supplier may at his option, cause the entire unpaid balance to become immediately due and payable, and Supplier shall have the right to enter at anytime without notice upon the premises where any of the materials procured by the Customer from Supplier are located. Customer hereby waives any right to action which may accrue by reason of the entry for taking possession of or the selling of with respect thereto including service charges and reasonable attorney's fees and court costs. Customer will be liable for all costs of collection, including but not limited to attorney's fees, if necessary.

### ADDITIONAL SECURITY FOR PAYMENT

The customer hereby agrees to execute such additional documents as the Supplier may require including a personal and/or business guaranty, and UCC Financing Statements and/or payments bonds are required from time to time by the Supplier.

### ENTIRE AGREEMENT

This Agreement covers all materials which the Customer may hereafter acquire at any time from Supplier. No waivers or modification shall be valid unless the same are in writing and executed by the parties hereto. This contract shall apply and accrue to the benefit of, and be binding upon, the heirs, executors, administrators, successors, and assigns of the respective parties.

### RECEIPT OF A COPY

Customer hereby acknowledges the receipt of a copy of the Agreement at the time of its execution.

### ACCEPTANCE BY CUSTOMER:

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(PRINTED NAME)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(DATE)

### BY SUPPLIER:

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(PRINTED NAME)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(DATE)

### PERSONAL GUARANTY TO SUPPLIER

As an inducement to you to grant credit, or assume a credit risk, from time to time, in respect of sales goods, supplies or services made by and to \_\_\_\_\_ (company name) hereinafter referred to as the "Customer" or in respect of any other type of transaction by which you may become the creditor of the Customer, the undersigned shall pay to you promptly when due, or upon demand thereafter, without deduction for any claim of setoff or counterclaim of the Customer or loss of

contribution from any co-guarantor, or any other defense, the full amount of all obligations or indebtedness due to you from the Customer, including interest, whether originating in transactions between you and the Customer, or assigned or transferred to you, together with all expenses of collection and/or reasonable counsel fees incurred by you by reason of the default of the Customer.

This is a continuing guaranty, and shall be revocable only as to transactions entered into by you subsequent to the receipt by one of your officers of notice of termination sent by the undersigned by registered or certified mail.

The undersigned waives notice of acceptance hereof, and notice of order, sales, and deliveries to the Customer, and of the amounts and terms thereof, and of all defaults or disputes with the Customer, and of the settlement or adjustment of such defaults or disputes. **The undersigned, without affecting his liability hereunder in any respect, consents to and waives notice of all changes of terms, the withdrawal or extension or credit or time to pay, the release of the whole or any part of the indebtedness, the settlement or compromise of differences, the acceptance or release of security, the acceptance of notes, trade acceptance or any other form of obligation for the Customer's indebtedness, and the demand, protest, and notice protests of such instruments or their endorsements. The undersigned also consents to and waives notice of any arrangements or settlements made in or out of court in the event of receivership, liquidation, readjustment, bankruptcy, reorganization, arrangement, or assignment for the benefit of creditors of the Customer, and anything whatsoever, whether or not herein specified, which may be done or waived by or between you and the Customer, or the Customer and any other person whose claims against the Customer have been or shall be assigned or transferred to you.**

The obligation of the undersigned is a primary or unconditional obligation, and covers all existing and future indebtedness of the Customer to you. This obligation shall be enforceable before or after proceeding against the Customer or against any security held by you, and shall be effective regardless of the solvency or insolvency of the Customer at any time, the extension or modification of the indebtedness of the Customer by operation of law, or the subsequent incorporation, reorganization, merger, or consolidation of the Customer or any other change in the composition, nature, personnel, or location of the Customer.

All liabilities of the Customer and of the undersigned shall mature immediately upon the insolvency of the Customer, the inability of the Customer to meet its obligations as they become due, the appointment of a receiver, custodian or trustee for the Customer or any of its property, the filing of a voluntary or involuntary petition for relief in bankruptcy, reorganization or arrangement, the making of an assignment for the benefit of creditors, or the calling of a meeting of creditors by the Customer if any of the foregoing events shall occur with respect to the undersigned.

Nothing herein contained shall be construed as an obligation on your part to sell goods or extend credit to the Customer or as an obligation to continue to sell goods or extend credit. Your records showing the account between you and the Customer shall be admissible in evidence in any action or proceeding involving this guaranty, and such records shall be prima facie proof of the items therein set forth. This guaranty shall for all purposes be deemed to be made in, and shall be governed by the laws of the State of Michigan.

This guaranty shall be binding upon the undersigned, his legal representatives, and assigns, and shall inure benefit and to the benefit of your successors and assigns.

By \_\_\_\_\_  
(PERSONAL GUARANTOR SIGNATURE)

By \_\_\_\_\_  
(WITNESS SIGNATURE)

\_\_\_\_\_  
(PRINTED NAME)

\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
(HOME ADDRESS)

By \_\_\_\_\_  
(PERSONAL GUARANTOR SIGNATURE)

By \_\_\_\_\_  
(WITNESS SIGNATURE)

\_\_\_\_\_  
(PRINTED NAME)

\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
(HOME ADDRESS)