



3025 US 9, Valatie NY 12184

[www.maplelanenursery.com](http://www.maplelanenursery.com)

(518)633-3325

## Terms and Conditions

**Sales Information:** Maple Lane Nursery is a wholesale nursery selling exclusively to those in trade. Customers who receive wholesale pricing are - Landscape Designers, Landscape Contractors, Landscape Architects, Garden Centers, Retail Garden Shops, and Towns & Municipalities. Interior designers and social influencers are not able to receive wholesale pricing. When a customer fills out an application, it will be reviewed and if approved, that company will be able to purchase from us. This does not give you terms.

**Ordering:** Orders can be phoned in or emailed to: [sales@maplelanenursery.com](mailto:sales@maplelanenursery.com)

Orders are acknowledged based on availability at the time placed. A pick-up time should be scheduled within 48 hours of when the order is placed. Orders Placed in advance are removed from inventory making it unavailable to others. Orders not placed prior to a visit will be checked according to availability before a sale.

We are happy to special order material that we do not grow or have in stock. A special order requires 50% non-refundable deposit upon placement of the order. When the material comes in, a Maple Lane associate will call you and all material should be picked up within seven days.

**Tagging:** March - August 31<sup>st</sup>

1. A 50% non-refundable deposit (Cash, check, or Credit Card) will be required at the time plant material is tagged. We will hold the material and maintain the plants for 30 days at no additional charge. When you pick up the plant material before the 30 days, you may put the remainder of the balance on your account if you have terms.
2. If after 30 days the plant material has not been picked up, a courtesy call and email will be placed/sent. At this time, an additional 25% non-refundable deposit is required for material to remain tagged an additional 30 days. If the 25% additional deposit is not made, the material will be untagged and released.
3. If the material remains in our yard after 60 days, we will again call and email you to continue the hold. If you want us to hold the material an additional 30 days, a 5% maintenance fee will be added. At the time of pickup, the remaining 25% will be collected along with the 5% maintenance fee. The remaining payment and maintenance fee cannot be put on account and must be paid with cash, check, or credit card.

## **After September 1<sup>st</sup>**

A 50% non-refundable deposit (cash, check or credit card) will be required at the time plant material is tagged. We will **ONLY** hold the material for **2 weeks** before it is untagged and released.

## **Who can Tag?**

Only individuals employed by your company can tag material on your behalf.

We do not allow your clients to come to the nursery without you, to choose their plants. If, for any reason, we must take your customers around, we will charge an additional 30% on the order and the 50% non-refundable deposit will be paid immediately by your customer in cash, check or credit card.

## **Pricing**

The prices in our most recent availability list cancel all previous price lists. All prices are subject to change without notice.

## **Condition**

Trees, shrubs, and all plant material must be planted and cared for under standard horticultural practices such as proper planting, depth and pit size, consistent deep watering, fertile soil, sufficient mulch, proper planting location, and care and maintenance required for cultural needs of the specific tree or plant variety.

## **Guarantee**

Maple Lane Nursery guarantees our plant material and nursery stock are properly handled and in good condition upon leaving our premises. NO guarantee for plant material, perennials, or any wholesale purchases of nursery stock, for any damage relating to weather conditions, animals, insects, or neglect.

## **Terms of Sale**

All sales will be on a cash basis until credit is established. We accept cash, business check, MasterCard, Visa, Discover, and American Express. For customers with established credit, payment is due in full 30 days from the date on the invoice. A 1.5% per month service charge will be assessed on all accounts 30 days past due with a minimum finance charge of \$5.00. In the event of non-payment which requires legal action by Maple Lane Nursery, the customer specifically agrees to pay all collection costs incurred, including court cost and expenses and attorney's fees not to exceed 25% of the total amount due and owing. Additionally, Maple Lane Nursery may file a mechanic's lien upon the real property where the product or materials are installed.

## **Credit**

Customers wishing to establish credit must fill out and sign a confidential Maple Lane Nursery credit application. Approval is based on trade references and bank references provided. Credit is extended at the discretion of Maple Lane Nursery.

## **Sales Tax**

New York State sales tax will be applied to all sales unless we have current, completed and signed Exemption Certificate on file.

### **Returns**

Our policy is not to accept returns. Maple Lane Nursery cannot be responsible for failures due to conditions beyond our control. Under special circumstances, at the discretion of the grower, some items may be accepted but a 20% restocking fee will be assessed. NO returns will be considered or accepted after a 48-hour period from the time of the sale.

### **Children and Animals**

We like them both. A wholesale yard, however, is not a place for them. If you are unable to avoid bringing your children, they must always be with you. Dogs are not allowed without a leash.

### **Credit Cards**

Can be kept on file (encrypted and protected) and can be used to pay for invoices. They will be run at the end of the day or by the following morning. Charges over \$1500 will incur a 3% fee.



## Pick-Up & Deliveries

(Please keep for your records)

### **Pick-Up Customers:**

It is the customer's duty to disclose to Maple Lane Nursery the manufacturer's maximum recommended weight of the vehicle or trailer being loaded. Maple Lane Nursery is not responsible for damage to any vehicle or trailer caused by the weight of the product being loaded and picked up. Customers assume all risks, damages, or fines, as a result of any loading in excess of the manufacturer's maximum recommended weight.

Customers picking up their material must supply their own tarps to avoid drying the plant material. Nursery stock transported without adequate protection upon leaving will not be considered for a claim. It will be noted on the signed invoice if a tarp is not used. Tarps are available for purchase in the office.

### **Loading procedure:**

Pick-Up customers shall park the vehicle and/or trailer at the designated loading area and shall not remain in the vehicle during loading under any circumstances. Maple Lane Nursery reserves the right to refuse to load larger materials (B&B, large pots, etc.) into cars, SUVs, or inappropriate sized vehicles.

### **Deliveries:**

We offer delivery to the New England region. Minimums vary according to the location and size of the order. Charges for delivery are calculated based on the size of the order plus distance to travel. All delivery charges must be paid C.O.D. All claims for shortages must be noted on the receiving paperwork and signed by both the customer and driver. All claims for shortages must be made in writing within 5 days of delivery date. The customer is required to have sufficient help and/or proper equipment to unload.



3025 US Highway 9, Valatie NY 12184

### Customer Information

Please fill out this form with as much information as possible.

Business Name:

\_\_\_\_\_

Mailing Address:

\_\_\_\_\_

Ship to Address:

\_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip:

\_\_\_\_\_

Phone: \_\_\_\_\_ Cell: (\_\_\_\_\_) \_\_\_\_\_

\_\_\_\_\_

Business Website (URL):

\_\_\_\_\_

Taxable for Sale Tax: Yes \_\_\_\_\_ No \_\_\_\_\_ (if no, sales tax exemption must be on file)

Tax ID #:

\_\_\_\_\_

Do you require PO Numbers? CIRCLE ONE ( Y / N )

Contact Person: (First & Last) \_\_\_\_\_

Email: \_\_\_\_\_

Acc.

Receivable

Contact

Name:

\_\_\_\_\_

Number:

\_\_\_\_\_

Email:

\_\_\_\_\_

Are you interested in a business credit application? CIRCLE ONE ( Y / N )

If yes, please fill out the attached Credit Application (page 2)

If no, you will be COD: Check and/or Credit Card will be charged with a 3% service charge

Please return in person, by email: [sales@maplelanenursery.com](mailto:sales@maplelanenursery.com)

## Purchasing & Tagging Authorization

(PLEASE PRINT NEATLY)

Please fill out this form with as much information as possible.

Maple Lane Nursery is a grower and wholesale nursery selling to those in the trade. To help protect your business, only individuals employed by your company can inquire about material, make purchases, access wholesale pricing, and tag items. Your company will be responsible for all material tagged by those individuals you have authorized on your behalf.

Under **NO** circumstances do we allow your clients to come to the nursery without you or their landscaper to shop for their materials.

**Employees authorized to inquire material, purchase items, access pricing, and tag items at**

**Maple Lane:** (Please notify us in the event of a change)

Employee Name:

Contact Number:

Email Address:

1. \_\_\_\_\_

\_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_

3. \_\_\_\_\_




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# Business Credit Application

## Name/Address

Last: Initial:	First:	Middle	
Social Security #:			
Address:			
City:	State:	ZIP:	Phone:

## Company Information

Name of Business: Business Since:	Type of Business:	In	
Legal Form Under Which Business Operates:	Corporation 	Partnership 	Proprietorship 
Federal ID # (if incorporated):	Tax Exempt #	Resale Permit#:	
(ATTACH COPY OF TAX EXEMPTION OR RESALE CERTIFICATE TO APPLICATION)			
Estimated monthly purchase volume from Maple Lane Nursery:		\$	

## Bank References

Bank Name/Address:	Phone Number:
Checking Account #:	

Signature

Date

# CREDIT CARD AUTHORIZATION FORM

Please Complete All Fields

## BILLING INFORMATION

Address:

City:

State:

Zip:

Phone Number:

Email:

## CREDIT CARD INFORMATION

MASTERCARD

VISA

DISCOVER

AMERICAN  
EXPRESS

OTHER

CARDHOLDER NAME

CARD NUMBER

EXPIRATION DATE

SECURITY CODE

BILLING ZIP

**REMINDER:** *There is a 3% Service Fee on any orders over \$1500.00*

I, \_\_\_\_\_, authorize **Maple Lane Nursery** to use my credit card above or agreed upon purchases. I certify that I am an authorized user of this credit card and I will not dispute the payment with my credit card company; so long as the transaction corresponds to the term indicated in this form.

Customer Signature

Date