



Battle Creek Farmers Cooperative Non-stock DBA Farmers Pride

To be completed by Farmers Pride:
Account Number: _____

CREDIT APPLICATION & AGREEMENT

Please check appropriate box: Individual Partnership Corporation LLC

Full Name:			SSN/FEIN:		
Current Address:			Date of Birth:		
City:	State/Zip:	Primary Phone:		Secondary Phone:	
Email Address:					
Current Employer:		Occupation:		Length of Employment:	

Financial Information

Current Financial Institutions for Loans and Deposits / Contact Person

#	Name of Institution	Address of Institution	Phone #
1			
2			

Estimated Propane/Fuels/Lubes Purchases: \$ _____ per month	Credit Request: Limit of \$ _____ per month
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History

Is Applicant a current Ag Producer? Yes [] No []

Is this a Corp, Partnership, or LLC? Yes or NO, if Yes, please list names of each member in the entity and their Date of Birth.

		(DOB)	% share _____
		(DOB)	% share _____
		(DOB)	% share _____

Has Applicant or any owner, principal, officer, or any member been subject to any judgments, collections, liens, or unpaid taxes within the last 7 years? Yes [] No [] If yes, please provide details: _____

Has Applicant or any owner, principal, officer, or any member filed for bankruptcy within the last 7 years? Yes [] No [] If yes, please provide details: _____

Upon approval of credit for the Customer, Battle Creek Farmers Coop N/S (the Coop) DBA Farmers Pride will allow the Customer to make purchases of products and services on credit and Customer agrees to pay for the product and/or services in accordance with this agreement.

Due Date All purchases on credit will be stated on the monthly invoice statement rendered by the Coop. The statements are due and payable in full end of the month following the statement date. The coop may offer a cash discount for early payment.

Interest Charge Any invoice statement balance or portion thereof not paid within 30 days of the date of said statement will be subject to an INTEREST CHARGE of 1.33% per month of 15.96% per annum. Said interest charge will be assessed on the last day of the month following the statement date.

Termination of Credit	The coop reserves the right to terminate credit sales at any time without prior notification. No additional sales of products on credit will be allowed if the Customer has a past due balance more than 60 days following the statement date. The Customer's return to credit status following the termination of credit sales will be solely at the discretion of the Coop and may be under such additional terms, oral or written, as the Coop may require.
Change in Terms	Credit terms may be changed at the discretion of the Coop including, but not limited to, changing the due date, changing the billing cycle, LIMITING THE AMOUNT OF APPROVED CREDIT, or on any other matter after notice of such change has been given to the Customer.
Information Release	Customer will execute contemporaneously with this agreement a release authorizing the Coop to perform a credit check with one or more credit rating agencies, obtain information from financial institutions or other persons or firms with which the Customer has established credit and further agrees to provide the Coop, when requested, with current financial information.
Disputed Statement	All invoices and statements rendered by the Coop will be conclusive as to the items purchased and charges therefore unless the Customer informs the Coop in writing of a dispute thereon within 10 days of the statement date.
Agent	The Customer shall identify for the Coop those persons authorized to make purchases of products and services on credit. Unless otherwise informed, the Coop shall be permitted to presume that all persons representing Customer are so authorized.
Guaranty	As a condition for the Coop approving credit terms pursuant to this Agreement, if the Customer is a corporation or other entity, the person executing this Agreement on behalf of such entity agrees to personally guaranty the payment of all amounts due from the Customer to the Coop. Further, all members, stockholders or partners of any entity shall likewise be required to enter into respective personal guaranties to guaranty the payment of all amounts due from the entity to the Coop.
No Waiver Rights	Neither an extension of time for payment granted to the Customer, if any, nor acceptance of partial payment by the Coop, if any, shall constitute a waiver of any right to full payment of all sums due and owing to the Coop by the Customer.
Right of Offset	Customer agrees that the Coop may offset and apply any amounts it may from time to time owe the Customer for whatever reason against any unpaid past due credit balance of the Customer.
Administrative Charges	The Coop may assess a reasonable charge to offset the additional administrative costs incurred by the Coop when a Customer pays all or a portion of his or her convenience credit account balance by credit card. Such charges shall be added to the Customer's convenience credit balance prior to completing the credit card payment transaction.

This Credit Application & Agreement shall be governed and construed in accordance with the laws of the State of Nebraska. If any provision contained in this Credit Application and Agreement is determined by a court to be in conflict with applicable law, that provision shall be considered changed or omitted to conform to such law, but all other provisions of this Agreement shall remain in full force and effect. Nothing in this Agreement shall be deemed to limit the Coop's collection rights or remedies. Applicant agrees to pay reasonable attorney fees and costs of collection. THIS CREDIT APPLICATION AND AGREEMENT, INCLUDING ANY COLLECTION ACTIONS, AND PRODUCT EFFICACY CLAIMS, MAY ONLY BE BROUGHT OR ENFORCED IN ANY COURT OF APPROPRIATE JURISDICTION SITTING IN MADISON COUNTY, NEBRASKA AND APPLICANT WAIVES ANY ARGUMENT THAT SUCH FORUM OR JURISDICTION IS NOT CONVENIENT OR IS IMPROPER. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, THE COOP AND APPLICANT AND ALL GUARANTORS OF APPLICANT HEREBY WAIVE THEIR RIGHTS TO TRIAL BY JURY WITH RESPECT TO ANY LITIGATION ARISING UNDER OR IN CONNECTION WITH THIS CREDIT APPLICATION AND AGREEMENT, WITH CREDIT SALES BETWEEN APPLICANT AND THE COOP OR WITH ANY PRODUCT LIABILITY OR EFFICACY CLAIMS OR DEFENSES.

Date: _____ **Signature:** _____

Date: _____ **Signature:** _____

INDIVIDUAL GUARANTY FOR ENTITY DEBT

In order to induce the Coop to grant credit to the Applicant, the undersigned individual guarantor(s) hereby personally and unconditionally, and jointly and severally if more than one, guarantee the payment and performance of all indebtedness and obligations due and owing the Coop by the Applicant. The undersigned further agrees to pay all of the Coop's costs of collection, including reasonable attorney's fees, if allowed under applicable law, in endeavoring to collect or enforce any of Applicant's obligations. Guarantor(s) further authorize(s) the Coop to obtain any and all credit or asset report(s) on guarantor(s) necessary for the Coop to complete and maintain its credit evaluation of the Applicant and guarantor(s). The Coop shall not be required to first proceed against the Applicant on any past due obligations; this guaranty being absolute in respect to prompt payment. The undersigned charges his/her separate property which is now owned or hereafter acquired, and waives notice of granting of credit from time to time by the Coop to the Applicant as well as waives notice of any nonpayment by the Applicant of accounts when due. This guaranty shall continue indefinitely and nothing shall affect the liability of the undersigned except written notice of the discontinuance thereof, but such termination shall not affect then-existing obligations of the Applicant and the liability of the undersigned with respect thereto shall continue and be binding upon his/her heirs, administration, successors, and assigns. **The undersigned personal guarantor(s), recognizing his or her individual credit history may be a necessary factor in the evaluation of this personal guaranty, hereby consent(s) to and authorize(s) the use of consumer credit report on the undersigned by the Coop, from time to time as may be needed, in the credit evaluation process.**

Signature: _____

Signature: _____

Print: _____ Date: _____

Print: _____ Date: _____

Signature: _____

Signature: _____

Print: _____ Date: _____

Print: _____ Date: _____