



CREDIT APPLICATION

Applicant/Business Name _____ Social Security or Tax ID # _____ Drivers License # / State _____
Mailing Address _____ Date of Birth / Start of Business _____
Street Address If Different From Above _____ Email Address _____
City _____ County _____ State _____ Zip _____
(____) _____ (____) _____ (____) _____
Home Phone _____ Business Phone _____ Mobile Phone _____ Line of Credit Requested _____
____ Sole Owner (Personal Account) Principals: _____ New Account
____ Partnership _____ Enclosed is
____ Joint Venture _____ Copy of Current Financial
____ Corporation _____ Statement (For Business)

If Corporation, will you sign a guarantee? _____ Yes _____ No
Chemical Permit Number _____ Customer Type: _____ Grower _____ Dealer _____ Gov't _____ Non-Farm
Are you a Landlord? (Y/N) _____ For Whom? _____

Farming Information (For Growers Only)

Number of Years Farming _____ Have you ever filed bankruptcy? _____ Yes _____ No
Total of Acres Farmed _____ Number Acres Owned _____ Number Acres Leased _____
List of Principal Crops and Acres: Crop _____ Acres _____ Crop _____ Acres _____
Crop _____ Acres _____ Crop _____ Acres _____

Principal Financing Source

Name: _____ Phone (____) _____
Address: _____ Loan Officer _____

Bank References

Name: _____ Branch: _____ Account # _____
Address: _____ Loan Officer _____

Other Credit References (No Credit Cards Please)

Name: _____ Address: _____ Phone (____) _____
Name: _____ Address: _____ Phone (____) _____
Name: _____ Address: _____ Phone (____) _____

Who will be authorized to purchase under this account? _____

UNITED AGRICULTURAL COOPERATIVE, INC. CREDIT POLICY

THE UNDERSIGNED HEREBY AGREES THAT ALL PURCHASES MADE ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. Buyer agrees to pay full Invoice price per terms of the Invoice. A statement of your account will be furnished monthly (unless there are no sums due).
2. Buyer assumes responsibility for payment of all purchases of products made by the undersigned or his/its agents for which credit is extended.
3. All purchases are due and payable by the 15th day of the month following the month of purchase. Monthly statements not paid by the 20th of the month following the month of purchase will become delinquent and Seller will charge a finance charge of one and one-half percent (1 ½%) per month which is an annual percentage of eighteen percent (18%) or the maximum rate allowed by law, whichever is less.
4. It is further understood and agreed that Seller is to allocate Buyer's payments first to any unpaid finance charges and then to the unpaid principal.
5. In the event legal action is necessary to enforce payment, the delinquent customer shall be responsible for all collection expense, including reasonable attorney's fees and court costs. The place of performance of all sales made by credit shall be Wharton County, Texas. Buyer agrees that venue for all legal proceedings pertaining to this Agreement shall be Wharton County, Texas.
6. If payment on any purchase is not made according to the terms of the Invoice, or if Seller for any other reason deems itself insecure as to any future credit advances, then Buyer's right to purchase on credit may be terminated at the sole discretion of the Seller.
7. All payments are due and payable at Seller's place of business or as stated on the Invoice.
8. No provision of this Agreement shall require the payment or permit the collection of interest in excess of the maximum amount permitted by applicable law. Any payment of interest in excess of the maximum amount permitted by law shall *ipso facto* be applied to principal, be considered as a mistake and if the excess interest exceeds the unpaid balance of principal such excess shall be refunded to the Buyer.
9. Seller, or its designee, is expressly authorized to investigate any references, and other information furnished by the undersigned Buyer or by any other person or entity pertaining to the undersigned Buyer's credit worthiness. Seller, at any time, may request from Buyer a current sworn financial statement, including profit and loss information, or other financial information. Buyer's failure to provide such requested financial information in a timely manner shall constitute a breach of this Agreement. Seller shall have the continuing authority to investigate credit references until this Agreement is terminated.
10. Seller may, at any time, revoke the privilege of extending credit to the Buyer for future purchases of products.
11. This application authorizes the Coop or its designee to verify Applicant's creditworthiness by obtaining a credit report, or by directly contacting banks, lending institutions (CFC, FSA, etc.) and suppliers in connection with this application or later in connection with an update, and specifically agrees to a continuing verification as to any trade, credit or bank reference by the Coop from year to year until said account is paid in full, or this authorization is revoked in writing.
12. If any clause or provision of the Credit Application/Agreement is found to be invalid or is incapable of being enforced by any rule of law or public policy, all other causes and provisions shall, nevertheless, remain in full force and effect.
13. From time to time the Coop may amend this agreement upon written notice to Buyer of not less than 30 days prior to the beginning of the billing cycle within which the amendment is to become effective.
14. Buyer hereby authorizes the Coop to furnish information concerning credit experience to credit reporting agencies and other who may lawfully receive such information.
15. The bylaws of the Coop provide that it shall have a lien on all of its issued capital stock and/or book credits of any stockholder to secure all indebtedness owing to the Coop by such stockholder. Buyer hereby acknowledges that Seller shall have a first lien on all of Buyer's capital stock and/or book credits issued by Seller.
16. **Buyer acknowledges that the sale of agricultural chemicals or agricultural seed on credit and the provisions of labor related to agricultural chemicals or agricultural seed is subject to Chapter 128, Agriculture Code. Failure to pay the agreed reasonable charges for the chemicals, seed or labor may result in the attachment of a lien to the proceeds of the agricultural products produced through the aid of the chemicals, seed or labor.**
17. **Landlord/Tenant Agreement:** If a tenant purchases merchandise to be used on a landlord's property, the tenant shall be solely responsible to the Coop for the payment of the account unless the landlord has previously made satisfactory credit arrangements and has agreed to pay such landlord's share purchased by the tenant. This agreement will remain in full force and shall not be waived even though the Coop may, out of courtesy, invoice the landlord for his share.

_____ Initial

Notice to Buyer: Do not sign this agreement before you read it, or if it contains blank spaces. You are entitled to a copy of the agreement to protect your legal rights.

Acknowledgement: I have read this Agreement and hereby acknowledge by my signature the terms and provisions of the Agreement and agree to be obligated by those terms and provisions and to abide by same.

Signature

Date

Printed Name

Tax I.D. or Social Security Number

Address

GUARANTY OF PAYMENT
(For use when Applicant is a Corporation)

To induce United Agricultural Cooperative, Inc. to sign and approve the previous Credit Application and Agreement and in consideration of it so doing, we, the undersigned, do hereby jointly, severally and personally guarantee the above corporate purchaser's full payment and performance of said Credit Agreement and hereby agree to indemnify United Agricultural Cooperative, Inc. against any and all damage, loss, expense (including attorneys' fees) and/or liability sustained by United Agricultural Cooperative, Inc. by reason of, or related to, the above corporate purchaser's failure to perform or to pay when due, charges incurred in accordance with the above agreement. The above Credit Agreement may be modified by United Agricultural Cooperative, Inc. and the corporate purchaser executing without notice to the undersigned and without affecting this indemnity and guarantee. United Agricultural Cooperative, Inc. may enforce this agreement against the undersigned or any of them, jointly or severally, whether or not any action is ever taken by it against the above corporate purchaser.

Dated this _____ day of _____, _____.

Signature

Signature

Printed Name

Printed Name

Guarantor's Social Security Number

Guarantor's Social Security Number