



CONFIDENTIAL
Application For Credit and New Account Agreement Date
Augusta Cooperative Farm Bureau, Inc.

PLEASE "✓" APPROPRIATE BLOCKS

- Applicant is an Individual Partnership Corporation
Applicant is applying for credit based solely on personal creditworthiness.
Applicants are applying for joint credit on which both will be contractually liable.
Applicant(s) are applying for regular credit plan. See next page for Regular Plan Terms. Limit \$

SECTION A

Name of Applicant(s)
Mailing Address
Physical Address
How long at this address?
Applicant or 1st Joint Applicant: Birthdate Social Security # E-mail Address
Employed by:
How long employed?

SECTION B

Joint Applicant's Name Birthdate
Employed By Social Security #

SECTION C

Annual Gross Income from Farming
Annual Gross Income from Employment
Joint Applicant's Annual Gross Income - Sources

SECTION D

References:
Bank Checking Savings Loan
Reference
Reference
Previous Supplier

IF REQUESTING AN ACCOUNT IN EXCESS OF \$5,000.00, PLEASE ATTACH A SIGNED FINANCIAL STATEMENT.

PLEASE READ THE FOLLOWING CAREFULLY BEFORE SIGNING:
I/we certify the foregoing information has been supplied truthfully, accurately and voluntarily and therefore authorize the named creditor to investigate my/our creditworthiness, credit history and financial responsibility through any credit bureau or by any other reasonable means, including direct contact with past and present creditors. I/we also authorize banks and other financial institutions to give information to the named creditor in connection with this transaction about my/our savings and checking accounts and loans. If credit is extended as a result of this application, I/we agree to make payment promptly in accordance with the creditor's usual terms. I/we have read and agree to all terms set forth on both sides of this application and acknowledge receipt of a copy of this application and attached form(s) explaining any credit plan applied for above.

NOTICE: SEE NEXT PAGE FOR IMPORTANT INFORMATION REGARDING YOUR RIGHTS TO DISPUTE BILLING ERRORS.

Signature Applicant/Customer Signature Joint Applicant

FOR CORPORATIONS, LLC AND BUSINESS ACCOUNTS, PRINCIPAL OWNERS OR OFFICERS MUST SIGN.

IN CONSIDERATION FOR THE EXTENSION OF CREDIT, I/WE JOINTLY AND SEVERALLY GUARANTEE THE PAYMENT OF THIS ACCOUNT IN ACCORD WITH ALL TERMS AND CONDITIONS OF THIS AGREEMENT.

Signature Date
Signature Date

Office Use: Store Account # Approved By: Date:

1. All amounts due for goods and services purchased from supplier are payable at the address shown on suppliers invoice(s) and statement(s) of account. All amounts due supplier are payable in full according to the terms stated.
2. Supplier may cancel extension of credit and/or discontinue deliveries at any time.
3. Supplier may, regardless of the terms stated on the invoices, require all outstanding amounts to be paid in full on demand in the event that sales to the customer are discontinued for any reason; And customer shall make payment without offset or deduction.
4. As security for any and all amounts due supplier, Customer hereby grants to supplier a security interest in all equipment, supplies, merchandise, inventory, and other goods purchased from supplier and in the proceeds and products thereof; and at suppliers request, customer shall, from time to time, execute and deliver uniform commercial code financing statements to supplier for filing as public record. Suppliers security interest is junior to any conflicting security interest of customers commercial bank. (If any such security now exists.)
5. The credit terms on open accounts at Augusta Cooperative Farm Bureau, Inc. require payment of the account in full on or before the 15th day of the month following the month of purchase and if not paid by such date the account is considered past due. On all accounts past due more than six days a Finance Charge is imposed.
6. The Balance upon which a Finance Charge may be imposed is determined by taking the balance of the prior months account (previous balance) and deducting current payments and applicable credits made on or before the last day of the month.
7. A finance charge of 1-1/2% per month of the balance (which is an annual percentage rate of 18%) or the maximum rate allowable by law (whichever is less) shall accrue until paid.
8. Supplier makes no warranty about its goods and services; And customers buys them "AS IS". In no event shall supplier be liable for lost profits or consequential damages.
9. In the event the customer requests supplier to stock and deliver proprietary goods (I.E., Goods having a limited use or market or otherwise not commonly stocked by supplier) and the customer ceases to purchase such goods from supplier, supplier will require the customer to purchase the proprietary goods then in stock at the suppliers normal sales price.
10. All transactions arising under this agreement shall be governed by the laws of the state where suppliers branch supplying the customer is located. At suppliers option, venue of any actions to enforce this agreement shall be either in the county where suppliers branch supplying the customer is located or the county where customer or customers business is located.
11. In the event the account becomes delinquent, customer shall pay all of suppliers attorney fees and costs associated with collection of the account plus all attendant collection fees whether litigation is initiated or not.
12. The customer authorizes supplier to inquire into and obtain from any bank, lending institution, credit reference, or credit reporting agency whether listed on the credit application or not, any and all information relating to customers creditworthiness or financial condition.
13. The customer shall notify supplier in writing at least thirty days prior to any change of ownership of the customer, or of the customers business, which notice shall include a complete credit application for the buyer. Customer shall be liable for all purchases by any buyer of the business should said notice not be given.
14. At suppliers option, any claim or controversy arising out of this agreement or the breach hereof shall be settled by arbitration according to the general arbitration statute of the state where the arbitration hearing is to convene; and at suppliers option the arbitration hearing shall be convened either in the county where suppliers branch supplying the customer is located or the county where customers business is located. The arbitration shall be conducted by a single arbitrator, who shall be an attorney at law. The arbitrator shall make his/her award according to this agreement and applicable principals of law and equity. The arbitrator shall allow reasonable prehearing discovery. The arbitration award may be entered in any court with jurisdiction.
15. This agreement is the entire agreement between the parties concerning customers purchases from supplier; And all prior and contemporaneous agreements are merged herein. All amendments hereto and waivers of any rights granted hereunder shall be in writing, and signed by the parties. All of customers purchases shall be subject to this agreement and to the terms of suppliers invoices, sales confirmations, statements and its other account documents, and subject to the terms of no other form or document. If there is any conflict between the terms of this agreement, on the one hand, and the terms of suppliers invoices, sales confirmations, statements or its other account documents, on the other hand, then the terms of this agreement shall control. Subject to any restriction on transfer, this agreement shall bind and benefit the heirs, successors and assigns of the parties. If an arbitrator or court with jurisdiction determines that any term of this agreement is unenforceable, the other terms shall remain in full force and effect. This agreement shall be construed according to its fair meaning and not for or against any party.
16. Corporations, L.L.C.'s, and customer accounts without a credit history with Augusta Cooperative Farm Bureau, Inc. will be guaranteed by principals and spouse.

**EQUAL CREDIT OPPORTUNITY NOTICE**

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of sex, marital status, age (except under age 18), race, national origin, or religion. The Federal Agency which administers compliance with this law concerning this retail location is the Equal Credit Opportunity, Federal Trade Commission, Washington, DC 20580.

Seen and Agreed To:

Initial \_\_\_\_\_ Date \_\_\_\_\_  
 Initial \_\_\_\_\_ Date \_\_\_\_\_