

AG PARTNERS COOPERATIVE, INC. BUSINESS CREDIT APPLICATION

• 201 NORTH 6TH STREET • P.O. BOX 204 • SENECA, KS 66538 • (785) 336-6153 •

TO BE COMPLETED BY THE APPLICANT(S) OR ANY GUARANTOR OF THE APPLICANT(S) (Items highlighted in yellow must be completed)

A. APPLICANT INFORMATION

Legal Business Name		EIN/TIN#	
Other Business Names			
(List all Trade Names, DBA's and specify any Divisions or Subsidiaries)			
Street Address			
City	State	Zip	
Mailing Address (if different from above)			
City	State	Zip	
Phone	Fax	Email	
Ship-to Address			

B. BUSINESS INFORMATION

(Mark and fill in the appropriate row below. Applicant must provide the names of all partners, members, principals or trustees. Additional space is provided at the bottom of this section; please provide an additional attachment as needed.)

- Partnership Partner _____ Partner _____
 Partner _____ Partner _____
- Corporation President _____ Secretary _____
- LLC Manager / Member (circle one) _____
 Member _____ Member _____
- Other: LP / LLP / Joint Venture / Trust (circle one)
 Principal / Partner / Trustee (circle one) _____
 Principal / Partner / Trustee (circle one) _____

Additional Principal / Partner / Trustee / Member (circle one) _____
 Additional Principal / Partner / Trustee / Member (circle one) _____

C. BANKING INFORMATION

Bank			
Address	Phone#		
Name on account			
Type of account	Account#		

D. Credit/TRADE REFERENCES (Please provide three references)

- | | <u>Name</u> | <u>Contact</u> | <u>Address</u> | <u>Phone #</u> |
|----|-------------|----------------|----------------|----------------|
| 1. | _____ | | | |
| 2. | _____ | | | |
| 3. | _____ | | | |

- E. Items you wish to purchase:** Agronomy Products Grain Storage Grain Purchases Propane
 Bulk Fuel Deliveries Mr. Tire Services Farm Supply Gas Pump Fuel – Requested Card Pin # _____

- F. Requested Credit Limit:** \$ _____

AG PARTNERS COOPERATIVE, INC. BUSINESS CHARGE ACCOUNT AGREEMENT

• 201 NORTH 6TH STREET • P.O. BOX 204 • SENECA, KS 66538 • (785) 336-6153 •

Name of Business: _____ **Inception Date:** _____ **EIN/FIN#** _____
First, Middle Initial, Last

Address: _____ **Phone #** _____
Street City State Zip

C/O or Attn To: _____
First, Middle Initial, Last

THIS AGREEMENT is made and entered into by the said Credit Patron and the cooperative association (named above) and, to the extent applicable, pursuant to the Consumer Credit Protection Act (Federal Truth in Lending Act, 15 U.S.C. § 1601 *et seq.* as amended) and the Kansas Uniform Consumer Credit Code (K.S.A. 16a 1-101 *et seq.* as amended). The cooperative association agrees, if this agreement is approved by the association, that it shall allow the Credit Patron to purchase goods and services on credit and Credit Patron agrees to pay for any goods and services in accordance with this agreement.

- DUE DATE** All purchases made on credit during the month that are reflected on the periodic billing statement for such month are due and payable upon receipt of the billing statement.
- CONVENIENCE CREDIT** If all purchase are paid in full before the last day of the month following the month of purchase, the account shall not be subject to any FINANCE CHARGE.
- FINANCE CHARGE** Any balance not paid before the second billing date (the last day of the month following the month of purchase) shall be subject to a FINANCE CHARGE of 1.5% per month which is an ANNUAL PERCENTAGE RATE of 18%. Said FINANCE CHARGE shall apply to the unpaid balance on the account on the last day of the billing cycle carried over from the prior month, and the minimum amount of such charge shall be \$.50 per month.
- TERMINATION OF CREDIT** The cooperative reserves the right to terminate credit sales to Patron at any time without prior notification, and in the addition thereto, no additional credit purchases will be allowed on any account that is over 30 days past due.
- CHANGE IN TERMS** This agreement may be changed by the cooperative association to increase the FINANCE CHARGE, change the due date, change the billing cycle, change the method of calculating the FINANCE CHARGE, or change matters of a similar nature within the limitations of applicable law. Notice of any such change shall be given to the Patron 30 days prior to the effective date of the change.
- SECURITY FOR ACCOUNT** Any purchase(s) made pursuant to this agreement shall be secured by a security interest and a lien upon any Investment(s) the Credit Patron may have in the cooperative association. Investment(s) includes, without limitation, any certificates of indebtedness, note, stock, stock credit, revolving fund credit, patronage ledger credit, or credits of a similar nature. The Credit Patron does not have the right to demand offset of such investment on the Credit Patron's account. Such an offset may be made only at the discretion of the Board of Directors of this cooperative association. Any purchases made pursuant to this agreement shall also be secured by a security interest in Credit Patron's (a) crops, whether annual or perennial, whether grown, growing or to be grown, and whether harvested or unharvested, the products and proceeds thereof, and stored grain, including all of the foregoing designated as inventory; (b) any negotiable or nonnegotiable documents, scale tickets, and the like resulting from storage of such products; (c) seed, fertilizer, chemicals used or produced by Credit Patron in farming operations; and (d) accounts, contract rights (including proceeds from insurance policies covering any of the above).
- COLLECTION ATTORNEY FEES** Credit Patron agrees to pay the reasonable costs of collection, including, but not limited to attorney and collection fees (but not both), and court costs, but such fees may not exceed 15% of the unpaid debt after default in accordance with KSA 16a-2-507, as amended, if applicable.
- AGENCY** Until notified in writing to the contrary by the Patron, the cooperative association may assume that the Patron's spouse, children over the age of sixteen years, and employees are authorized to charge the purchase goods or services to the patron's account.

Applicant hereby authorizes any bank or trade reference named on credit application to release information requested for the purpose of obtaining and/or reviewing credit. Applicant hereby authorizes Company, or its designee, to contact credit-reporting agencies and the above-named references regarding Applicant's credit and financial responsibility for the purpose of obtaining credit and for review for the purpose of maintaining the credit relationship. Applicant directs the References to provide relevant information to the Company. Applicant agrees that as a condition of extension of credit, the Company may now or may hereafter require Applicant to submit verifiable financial statement(s) to the Company, and Company may further require Security Interests, Letters of Credit, Input Liens, or acceptable Guarantees, or such other instruments the Company deems necessary in its sole discretion.

The undersigned submits that he/she has actual authority to sign this document, is authorized by the Applicant to enter into this agreement, and that the information provided above is true and correct.

Signature of Credit Patron

(Date)

Signature of Co-Patron (Date)

NOTE: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal Agency that administers compliance with the laws concerning this creditor is the FEDERAL TRADE COMMISSION, EQUAL CREDIT OPPORTUNITY, WASHINGTON, D.C.

KANSAS DEPARTMENT OF REVENUE
AGRICULTURAL EXEMPTION CERTIFICATE

466318

The undersigned purchaser certifies that the tangible personal property or service purchased from:

Seller: _____
Business Name

Address: _____
Street, RR, or P. O. Box City State Zip + 4

is exempt from Kansas sales and compensating use tax for the following reason:

- Ingredient or component part Consumed in production Propane for agricultural use
- The property purchased is farm or aquaculture machinery or equipment, repair or replacement parts, or labor services on farm or aquaculture machinery or equipment which will be used exclusively in farming, ranching, or aquaculture.
- Seeds and tree seedlings; fertilizers, insecticides, herbicides, germicides, pesticides, fungicides; and services, purchased and used for the purpose of producing plants in order to prevent soil erosion on land devoted to agricultural use.

Description of tangible personal property or services purchased: _____

The undersigned understands and agrees that if the tangible personal property or services are used other than as stated above or for any other purpose that is not exempt from sales or compensating tax, the undersigned purchaser becomes liable for the tax.

Purchaser: _____
Business Name

Address: _____
Street, RR, or P. O. Box City State Zip + 4

Authorized Signature: _____ Date: _____

THIS CERTIFICATE MUST BE COMPLETED IN ITS ENTIRETY.

WHO MAY USE THIS CERTIFICATE? Farmers, ranchers, feedlots, fisheries, grass farms, nurseries, Christmas tree farms, custom cutters, crop dusters, and others engaged in farming, ranching, aquaculture, or farm and ranch work for hire are entitled to this exemption.

WHAT PURCHASES ARE EXEMPT? This certificate contains five separate exemptions. Examples of items or uses that are exempt, and those that are taxable are given for each exemption. In addition to meeting the definition for an "ingredient or component part" or the "consumed in production" exemption, items purchased with this certificate must be used exclusively in agriculture or aquaculture to produce a product for resale — food, fiber, fur, or offspring for such purposes.

RETAINING THIS CERTIFICATE: Sellers should retain a completed copy of this certificate in their records for at least three years from the date of sale. A seller is relieved of liability for the tax if it obtains a completed exemption certificate from a purchaser with which the seller has a recurring business relationship. A certificate need not be renewed or updated when there is a recurring business relationship between the buyer and seller. A recurring business relationship exists when a period of no more than 12 months elapses between sales transactions.

INGREDIENT OR COMPONENT PART: EXEMPT: Wheat, corn, milo, soybean, and sunflower seed used to produce these crops; feed for beef or dairy cattle, sheep and hogs, ground grain for chickens in a poultry or egg-laying operation; food for aquatic plants and animals (fish); baler twine, baler wire and bale wrap used on hay that will be resold or used in the farmer or rancher's own livestock production operation. **TAXABLE:** Bedding plants and seeds for a home garden; or food for pets and pleasure animals.

CONSUMED IN PRODUCTION: EXEMPT: Insecticides, herbicides, fungicides, fumigants, germicides, pesticides, and other such chemicals used on growing agricultural crops for resale or used in the processing or storage of fruit, vegetables, feeds, seeds, and grains; antibiotics, biologicals, pharmaceuticals, vitamins, minerals, and like products which are fed, injected, or otherwise applied to livestock for resale; off-road diesel fuel, oil, and oil additives consumed by farm tractors and combines; LP gas for agricultural use. **TAXABLE:** Insecticides and the like purchased for use in a home garden; antibiotics, vitamins, etc. purchased for pets or pleasure animals; fuels, oils, for cars, trucks, and ATVs.

PROPANE FOR AGRICULTURAL USE: EXEMPT: Propane used to operate farm machinery. **TAXABLE:** Propane for non-agricultural use, including for barbecue grills, campers, RV equipment and vehicles licensed to operate on public highways.

FARM OR AQUACULTURE MACHINERY AND EQUIPMENT: To qualify, the machinery or equipment must be used ONLY in farming, ranching, the operation of the feedlot or nursery, farm or ranch work for hire, or aquaculture. The exemption applies to the rental or purchase of farm or aquaculture machinery and equipment, as well as the parts and labor purchased to repair or maintain the farm or aquaculture machinery and equipment. **EXEMPT:** Combines, discs, farm tractors, harrows, hay balers, irrigation and milking equipment, planters, plows, tillers, and work-site utility vehicles (see NOTICE 06-02). **TAXABLE:** Air compressors and tanks, all terrain vehicles (ATVs), automobiles and trucks, barn ventilators, building and electrical materials, bulldozers, fencing materials and tools, garden hoses, grain bins, hand tools, lawnmowers, silos, water and gas wells, welding equipment, and any equipment that becomes a part of a building, facility, or land improvement.

SEEDS AND TREE SEEDLINGS: All components of a shelter belt or wind break planted on **agricultural land** are exempt from sales tax. This includes the trees, fertilizers, pest control chemicals, moisture/weed barrier and staples, and above ground irrigation equipment. Furthermore, all services related to the planting or caring of the trees planted on **agricultural land** are exempt from sales tax.

Note: See Publication KS-1550, Kansas Sales & Use Tax for the Agricultural Industry, at ksrevenue.gov for additional information.