



# CREDIT APPLICATION

<b>Credit Department Use Only:</b>	
Account Approved:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Account Number:	_____
Date:	_____

**TYPE OF APPLICANT – Check appropriate box – check only one of the boxes**

Individual / Sole Proprietor  
  Entity:  
  Limited Liability Company  
  Corporation  
  Partnership  
  Trust/Estate  
  Other \_\_\_\_\_

I request that my account be made Cash on Delivery (“COD”) only and do not wish to have my bank contacted or my credit score checked. I hereby agree to pay for any product and/or services as they are provided to me and will not accumulate a balance on my account.

**INDIVIDUAL / SOLE PROPRIETOR INFORMATION – To be completed if Individual / Sole Proprietor box is checked above**

Last Name		Legal First Name		MI	Social Security Number		Date of Birth (mm/dd/yy)	
Mailing Address				City		State	ZIP Code	
Phone/Cell Number		Email Address			Receive Email Statements? <input type="checkbox"/> Yes <input type="checkbox"/> No		Receive Newsletter? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Driver's License #		Employer & Occupation				Employer Phone Number		

**SPOUSE / CO-APPLICANT INFORMATION – Are you applying with a spouse / co-applicant?  Yes  No**

Last Name		Legal First Name		MI	Social Security Number		Date of Birth (mm/dd/yy)	
Phone/Cell Number		Email Address				Driver's License #		
Employer & Occupation				Employer Phone Number				

**ENTITY INFORMATION – To be completed if LLC, Corporation, Partnership, Trust / Estate, or Other box is checked above**

Entity Name – as shown on your income tax return				Date of Incorporation / Organization		State	
Federal ID Number		Name of Subsidiaries			Tax Exempt? <i>Include copy of tax-exempt certificate</i> <input type="checkbox"/> Yes <input type="checkbox"/> No		
Mailing Address				City		State	ZIP Code
Email Address				Phone Number		Alt. Phone Number	

This section **MUST** be completed by owners of LLC's, Corporations, Partnerships, Trust / Estate, or Other (Shareholders, Partners, Authorized Officers, Trustees, Personal Representatives, or Members) Please note: LLC's, Corporations, Partnerships, Trust / Estate, or Other must also sign as Individuals. Entity accounts must complete attached personal guaranty of corporate debts.

**OWNER INFORMATION**  
(Shareholder, Partner, Trustee, Personal Representative, or Member)

Last Name		Legal First Name		MI	Last Name		Legal First Name		MI
Social Security Number		Date of Birth (mm/dd/yy)		% Owner	Social Security Number		Date of Birth (mm/dd/yy)		% Owner
Mailing Address					Mailing Address				
City		State	ZIP Code		City		State	ZIP Code	

**OWNER INFORMATION**  
(Shareholder, Partner, Trustee, Personal Representative, or Member)

Last Name		Legal First Name		MI	Last Name		Legal First Name		MI
Social Security Number		Date of Birth (mm/dd/yy)		% Owner	Social Security Number		Date of Birth (mm/dd/yy)		% Owner
Mailing Address					Mailing Address				
City		State	ZIP Code		City		State	ZIP Code	



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LIMITED FINANCIAL INFORMATION	
Gross Farm/Business Income (most recent full year)	Amount of Annual Debt Service Payments
Applicant's Total Assets	Amount of Annual Debt Service Payments
List Other Income and Source(s) (annual gross from sources other than farming)	
List Names of Creditors and Amounts Owed to Each	

PRIMARY BANK REFERENCE – MUST be completed by ALL applicants				OTHER CREDIT REFERENCE (Non-Bank or Credit Card)			
Bank Name				Name			
Mailing Address				Mailing Address			
City		State	ZIP Code	City		State	ZIP Code
Phone Number		Contact Name		Phone Number		Contact Name	
OTHER CREDIT REFERENCE (Non-Bank or Credit Card)				OTHER CREDIT REFERENCE (Non-Bank or Credit Card)			
Name				Name			
Mailing Address				Mailing Address			
City		State	ZIP Code	City		State	ZIP Code
Phone Number		Contact Name		Phone Number		Contact Name	

PRODUCTION INFORMATION		
Total Acres Owned	Total Acres Rented	Total Acres Farmed

If on shares, please indicate split on expenses and/or grain sales: \_\_\_\_\_

PURCHASES – Select ALL that apply	CREDIT LIMIT – Balance Sheet required for any credit limit over \$75,000
<input type="checkbox"/> Grain <input type="checkbox"/> Agronomy <input type="checkbox"/> Energy (Fuel, Propane, Tires, etc.) <input type="checkbox"/> Feed	Desired Credit Limit

ADDITIONAL INFORMATION	APPLICANT		JOINT APPLICANT	
Are there any judgments against you?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Have you declared bankruptcy in the last 14 years?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Are you a party to a lawsuit?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Are any of your taxes delinquent or under dispute?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Are you delinquent on any accountspayable, including cash rent?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Are you contingently liable (as a guarantor or otherwise) on any debts?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Does anyone possess a lien or security interest on your property?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Does anyone possess a lien or security interest on your crops?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes to any question, please explain and/or indicate the name and address of the party, and for what amounts?				

**SALES TERMS AND CREDIT AGREEMENT**

All sales made by Farmers Cooperative (the "Cooperative") to the Applicant are due and payable upon delivery whether to Applicant or to an applicator or agent on behalf of Applicant, except for sales on accounts which have established a credit relationship with the Cooperative ("Credit Sales"). Applicant agrees and acknowledges that delivery of goods and/or services (collectively "Products") to a representative, agent or applicator is deemed to be a delivery to and acceptance by Applicant. Unless other written documents signed by the Cooperative state otherwise, all Credit Sales are due and payable in full within 30 days of the date of the statement. No terms or conditions of any sale different from the Cooperative's terms of sale will become part of any agreement unless approved in writing by the Cooperative. A finance charge of the lesser of 1.333% per month (16% Annual Percentage Rate) or the highest amount permitted by applicable law may be assessed against sales which have not been timely paid. Applicant agrees that all other terms and conditions of sale shall be governed by the Cooperative's bylaws, credit policies, invoice, or other documents which may be sent to Applicant after delivery of the Products. For those accounts which incur finance charges, the Cooperative may apply payments or credits first to finance charges and subsequently to outstanding invoice balances at the discretion of the Cooperative.

Any unpaid statement balance, or portion thereof, not paid by the fifteenth (15<sup>th</sup>) day of the month following the issuance of the statement will be subject to a Convenience Credit Service Fee in the amount of four percent (4%) of any unpaid statement balance as a means to offset the additional administrative costs incurred by Cooperative of managing and servicing the Applicant's convenience credit account. Such charges may be added to the Applicant's convenience credit balance prior to completing the credit card or ACH payment transaction.

Upon the Cooperative's approval, the Cooperative will assign Applicant a maximum credit amount ("Credit Limit"). Applicant agrees to provide the Cooperative with a current financial statement, upon the Cooperative's request, which Applicant represents accurately states Applicant's financial condition as of the date of such financial statement and Applicant understands that the Cooperative will rely on the accuracy of the financial information in deciding to extend credit and set a Credit limit. Should the account balance exceed any established Credit Limit, liability for payment additionally extends to the entire balance. The Cooperative has the right to reduce the Credit Limit and/or withdraw credit under this Credit Agreement at any time without prior notice, except as otherwise provided by the law. The Cooperative reserves the right to revoke credit or demand full payment if Applicant fails to pay when due or, if in the sole discretion of the Cooperative, there has been an adverse change in buyer's ability to repay credit extended by the Cooperative, whereupon the Cooperative shall have the right to demand payment or other assurance which it deems adequate, and the Cooperative is hereby authorized to file any lien available to vendors and/or applicators of Products in the manner provided by applicable law notwithstanding the terms of agreements between Applicant and the Cooperative. The Cooperative does not waive its rights by accepting late payments.

This Credit Agreement shall be governed and construed in accordance with the laws of the State of Nebraska. If any provision contained in this Credit 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 Cooperative's collection rights or remedies. Applicant agrees to pay reasonable attorney fees and costs of collection. **This credit agreement, including any collection actions, and product efficacy claims, may be enforced in any court of appropriate jurisdiction and applicant waives any argument that such forum is not convenient. To the extent permitted under applicable law, the cooperative and applicant waive their rights to any jury trial with respect to any litigation arising under or in connection with this credit agreement with credit sales between applicant and the cooperative.**

Applicant agrees to be bound by the terms of the warranty limitations and the disclaimers contained on any product labels and invoices. **Applicant understands such disclaimers limit any right to a refund of the purchase price or applicant's obligation to repay credit extended by the cooperative for any portion of the purchase price, and applicant agrees this is a reasonable limitation.** Applicant also acknowledges that the Cooperative assumes no duty to Applicant in the event that any of its representatives make a recommendation as to the selection, application or use of a Product and that any such recommendation is without consideration and informational only. Applicant shall be solely responsible for the ultimate selection, application or use of all Products purchased from the Cooperative. Applicant represents to the Cooperative that it intends to use Products financed by the Cooperative under this application and Agreement in Applicant's business operations and not for personal, family or household purposes.

The undersigned, being either the Applicant or an individual authorized to act on behalf of the Applicant, offers this information to the Cooperative to induce consideration for credit. The undersigned hereby acknowledge and agree to all terms and conditions of this Credit Application and Agreement and to the Cooperative's bylaws and credit policies, as amended from time to time. The undersigned certifies the information submitted is true and correct and authorizes the Cooperative to verify any information deemed necessary to make a credit determination. The Applicant further authorizes the Cooperative to request and obtain a copy of the Applicant's most recent financial statements, if available, from its bank, other agency, or accountant to support application information. **The undersigned individual(s) recognizing that his or her individual credit history may be a factor in the evaluation of the creditworthiness of the applicant, hereby consents to and authorizes the use of a credit report on the undersigned by the cooperative, from time to time as may be needed, in the credit evaluation process.** The undersigned, on his/her own behalf and on behalf of the Applicant, hereby authorizes the Cooperative to provide a copy of this Agreement to such parties as evidence of Applicant's consent to release of such information.

\_\_\_\_\_  
Applicant: Sign

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-Applicant: Sign

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print

\_\_\_\_\_  
Print

**\*TO BE COMPLETED IF APPLYING ON BEHALF OF AN ENTITY\*  
PERSONAL GUARANTY OF CORPORATE DEBT**

The undersigned individual guarantor(s) hereby personally and unconditionally guarantee the payment and performance of all indebtedness and obligations due and owing the Cooperative by the Applicant. The undersigned further agrees to pay all of the Cooperative'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 Cooperative to obtain any and all credit or asset report(s) on guarantor(s). The Cooperative 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 Customer 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 Cooperative, from time to time as may be needed, in the credit evaluation process.**

\_\_\_\_\_, Individually

\_\_\_\_\_  
Guarantor: Print & Sign

\_\_\_\_\_  
Date

\_\_\_\_\_, Individually

\_\_\_\_\_  
Guarantor: Print & Sign

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print

\_\_\_\_\_  
Print

# Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**Give form to the requester. Do not send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

<b>Print or type.</b> See Specific Instructions on page 3.	<b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	<b>2</b> Business name/disregarded entity name, if different from above.	
	<b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____  <i>(Applies to accounts maintained outside the United States.)</i>
	<b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/>	
	<b>5</b> Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code	
	<b>7</b> List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

<b>Social security number</b>									
				-			-		
<b>or</b>									
<b>Employer identification number</b>									
					-				

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person	Date

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they