



Account Number _____

Account Application

Levelland, TX Littlefield, TX
806-894-8505

Questions? Call 806-894-8505

Website: <http://www.fcevelland.com>

Email: credit@fcevelland.com

Please Print Clearly and Fill Out Completely

Applicant Information						
Check Appropriate Box:						
<input type="checkbox"/> Individual / Sole Proprietor	<input type="checkbox"/> Corporation	<input type="checkbox"/> LLC	<input type="checkbox"/> Partnership	<input type="checkbox"/> Trust / Estate	<input type="checkbox"/> Other	_____

Primary Applicant Information				Entity Information			
Full Legal Name (Last, First, MI) - As Shown on State Driver's License				Entity Name			
Social Security Number		Date of Birth (mm/dd/yyyy)		Federal ID Number			
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Mailing Address				Entity Mailing Address			
City		State	Zip	City		State	Zip
Email				Email			
Telephone Number		Cell Number		Telephone Number		Cell Number	
Employer & Occupation		Employer Telephone Number		Name of Subsidiaries			
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Spouse / Co- Applicant Information				If Entity is a Corporation - List State & Date of Incorporation			
Full Legal Name (Last, First, MI) - As Shown on State Driver's License				□□□□□□□□□□□□□□			
Social Security Number		Date of Birth (mm/dd/yyyy)		If Entity is a Limited Liability Company - List State & Date of Organization			
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This Section MUST be Completed by Corporations, Partnerships, Trusts, & LLC's (Principal Owners, Stockholders, Authorized Officers, Trustees, or Members)
*Please Note: Corporations, Partnerships, Trust, & LLC's must also sign as Individuals

Principal Information				Principal Information			
Full Legal Name (Last, First, MI) - As Shown on State Driver's License				Full Legal Name (Last, First, MI) - As Shown on State Driver's License			
Social Security Number		Date of Birth (mm/dd/yyyy)		% Owner		Social Security Number	
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Mailing Address				Mailing Address			
City		State	Zip	City		State	Zip

Principal Information				Principal Information			
Full Legal Name (Last, First, MI) - As Shown on State Driver's License				Full Legal Name (Last, First, MI) - As Shown on State Driver's License			
Social Security Number		Date of Birth (mm/dd/yyyy)		% Owner		Social Security Number	
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Mailing Address				Mailing Address			
City		State	Zip	City		State	Zip

Primary Bank Reference - MUST be Completed by all Applicants				Other Bank or Trade Reference			
<u>Bank Name</u>				<u>Name</u>			
<u>Mailing Address</u>				<u>Mailing Address</u>			
<u>City</u>		<u>State</u>	<u>Zip</u>	<u>City</u>		<u>State</u>	<u>Zip</u>
<u>Account Number</u>		<u>Contact Person</u>		<u>Account Number</u>		<u>Contact Person</u>	
<u>Telephone Number</u>		<u>Fax Number</u>		<u>Telephone Number</u>		<u>Fax Number</u>	

Production Information			
<u>Acres Owned</u>	<u>Crop Grown / Acres</u>	<u>Crop Grown / Acres</u>	<u>Crop Grown / Acres</u>
	/	/	/
<u>Acres Farmed</u>	<u>Crop Grown / Acres</u>	<u>Crop Grown / Acres</u>	<u>Crop Grown / Acres</u>
	/	/	/
<u>Crop Insurance?</u> <input type="checkbox"/> Yes <input type="checkbox"/> No	<u>Crop Grown / Acres</u>	<u>Crop Grown / Acres</u>	<u>Crop Grown / Acres</u>
	/	/	/

Purchases	Credit Limit
<u>Select all that Apply:</u> <u>Other:</u> _____ <input type="checkbox"/> Grain <input type="checkbox"/> Chemical <input type="checkbox"/> Energy (Propane/Fuel) <input type="checkbox"/> Fertilizer <input type="checkbox"/> Seed	<u>Desired Credit Limit</u>

I have read this application and agree to abide by all conditions, policies, and credit terms listed herein. I UNDERSTAND INTEREST WILL BE CHARGED AT A RATE OF A MINIMUM OF 1.5% PER MONTH (18% APR), or maximum rate permitted by law, AND THAT I AM LIABLE FOR ALL COLLECTION FEES INCLUDING BUT NOT LIMITED TO COURT COST AND ATTORNEY FEES WHICH SHALL BE ADDED TO THE PRINCIPAL BALANCE OF MY ACCOUNT AND ACCRUE INTEREST AT THE RATE SET OUT HEREIN.

In consideration for Farmers Co-op Elevator (FCE) extending credit to applicant, applicant hereby agrees that all purchases and extensions of credit are subject to the included terms and conditions.

I hereby apply for convenience credit with FCE and authorize a copy to be sent to the above-named references so they may release any and all information with regard to my past and current credit records with them. I hereby certify that I have received a copy of and agree to the credit agreement attached to this application. I also authorize FCE to obtain any other credit information deemed necessary to make an informed decision.

Individual Applicant's Signatures		Entity Signatures	
<u>Applicant's Signature</u>	<u>Date</u>	<u>Authorized Signature</u>	<u>Title</u>
<u>Co-Applicant's Signature</u>	<u>Date</u>	<u>Printed Name</u>	<u>Date</u>

A facsimile of this Application containing signatures, or FCE's receipt of an email acknowledgement assenting to the Application, shall be deemed original signatures for all purposes related to this Application.

We may from time to time request information for the purpose of conducting a credit review for insuring payment, and you agree to furnish information requested by us within a reasonable period of time. Further, you authorize us to investigate your credit record, and you understand we may obtain a credit report. You authorize us to furnish information about your account to credit reporting agencies. Further, we are authorized to check your credit and employment history and answer questions about your credit experience with us. You also authorize your bank/lending institution to provide a credit reference and your current financial statement to us. If required, a photocopy of this credit application is authorization for the bank and trade references to provide necessary credit information.

Principal Owner, Partner, Trustee, or Member Signatures	
<u>Signature</u>	<u>Date</u>
<u>Signature</u>	<u>Date</u>
<u>Signature</u>	<u>Date</u>
<u>Signature</u>	<u>Date</u>

Credit Department Use		
<input type="checkbox"/> Approved	<input type="checkbox"/> Denied - Send Copy of Credit Bureau Report	<input type="checkbox"/> Denied
<u>Credit Limit</u> \$	<u>Initials</u>	<u>Date</u>

Individual Guaranty of Payment

To induce Farmers Cooperative Elevator Association of Levelland, Texas to approve the above-stated Account Application and in consideration of the Coop so doing, I, the undersigned, do hereby jointly, severally and personally guarantee the above applicant purchaser's full payment and performance of said Account application and hereby agree to indemnify Farmers Cooperative Elevator Association of Levelland, Texas against any and all damage, loss, expense (including attorneys' fees) and/or liability sustained by Farmers Cooperative Elevator Association of Levelland, Texas by reason of, or related to, the above applicant purchaser's failure to perform or to pay when due, charges incurred in accordance with the above agreement. The above Account Application may be modified by Farmers Cooperative Elevator Association of Levelland, Texas and the applicant purchaser executing without notice to the undersigned and without affecting this indemnity and guarantee. Farmers Cooperative Elevator Association of Levelland, Texas 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 applicant purchaser.

Dated this _____ day of _____, 20_____.

By: _____

Print Name: _____

Guarantor's Social Security #: _____

By: _____

Print Name: _____

Guarantor's Social Security #: _____

CREDIT TERMS

Agent/Agency	The applicant shall identify for FCE those persons who are authorized to make purchases of products and services on credit. Unless otherwise informed, FCE shall be permitted to presume that all persons representing Customer are so authorized. Each of the signatories hereto (if more than one) shall be jointly and severally liable for all amounts owed from the Customer—whether charged by the Customer or representative of Customer.
Credit Policy	<p>Credit balances not paid by the 30th day after the Due Date are considered delinquent, and the FCE will contact the customer to discuss payment. Credit balances not paid by the 60th day after the Due Date may result in the revocation of the Customer's credit privileges. Once credit privileges are revoked, the Customer must pay cash for all future purchases until the balance is paid in full. At that point, FCE management must authorize allowing the customer to have credit privileges again. Should the customer continue to reach the 60-day past due point on a fairly consistent basis, FCE reserves the right to permanently revoke credit privileges in its sole and absolute discretion. Credit balances not paid by the 90th day after the Due Date may be sent to an attorney or collection agency for collection, and the Customer will be responsible for all associated costs and attorneys' fees. Delinquent balances will incur interest at a rate of one and one-half percent (1.5%), annual percentage rate of eighteen (18%) or the maximum rate allowed by law, whichever is less. Failure of FCE to exercise these options will not constitute a waiver of the right to exercise any of them at a later time.</p> <p>FCE reserves the right to terminate credit sales at any time without prior notification. A dditional sales or products on credit may not be allowed if the Customer has a past due balance more than thirty (30) 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 FCE and may be under additional terms, orally or written as the Cooperative may require. FCE reserves the right to require that the Customer reapply for Convenience Credit. This consent shall also encompass any charges which the Customer does not sign the sales invoice.</p> <p>Nothing herein shall be deemed a waiver, by FCE, of its rights to take legal or equitable action to collect amounts due from the Customer.</p>
Credit Investigation	Applicant authorizes Seller, or its designee, to obtain credit information from credit reporting agencies and to investigate all references furnished by Applicant or by any other person or entity pertaining to Applicant's credit worthiness. Applicant also authorizes any and all credit reporting agencies, the financial institutions listed in this credit application, and the trade references listed in this credit application to release credit information to Seller. Seller, at any time, may request from Applicant a current sworn financial statement, including profit and loss information, or other financial information. Applicant's failure to provide same in a timely manner shall constitute a breach of this Agreement. Seller shall have the continuing authority to investigate credit references until this Agreement terminates. Additionally, Applicant authorizes Seller to furnish information concerning credit experience to credit reporting agencies and others who may lawfully receive such information.
Confirmation of Information Accuracy & Release of Authority to Verify	The signatories hereto, for the purpose of procuring and establishing credit from time to time with FCE and to induce FCE to permit Customer to become indebted to FCE for purchase of goods, materials and/or services, furnishes the above business and personal credit information. The signatories hereto, jointly and individually, certify that all information in this Credit Application and accompanying Financial Statements is complete, factual and correct, and understands that FCE will rely on the accuracy of this information for any credit that may be extended. FCE is hereby expressly authorized to contact any parties listed herein and to verify any information contained in the Credit Application. The signatories hereto hereby waive any privacy of credit information rights or regulations.
Lien Interest	If any representations made in this Application prove to be untrue, the signatories hereto agree that all obligations of Customer to, or held by, FCE shall immediately become due and fully payable without demand or notice. The signatories hereto hereby acknowledge and agree to be bound by the Credit Terms which appear in this application.
Credit Limit	Pursuant to the Bylaws, and any amendments thereto, of FCE, and this Agreement, FCE possesses a first lien on all common stock, book credits, dividends, and book credit retirements issued to Patron in FCE to the extent of any unpaid balances of Patron with FCE, and this Agreement shall serve as a Security Agreement in which Patron pledges such common stock, book credits, dividends, and book credit retirements of patron by FCE to Patron's debt with FCE. The Customer hereby acknowledges FCE's lien interests and authorizes all necessary acts by FCE to protect and enforce such lien interest. FCE is authorized to file any statutory lien as allowable by state law, including but not limited to an Agricultural Lien or Mechanics Lien and to file any financing statement of effective financing statement which FCE deems necessary to perfect such Lien.
Change of Terms	FCE shall assign the Account with a credit limit and the customer agrees not to exceed that limit. No additional charges will be permitted once the limit has been met or passed. If the customer feels that the limit should be changed, a written request may be submitted to the Credit Manager at any time.
Termination of Credit	Credit terms may be changed at the discretion of FCE including, but not limited to, changing the due date, changing the billing cycle, or any other matter after notice of such change has been given to the Customer.
No Waiver Rights	FCE reserves the right to terminate credit sales at any time without prior notification. No additional sales of products or services on credit will be allowed if the Customer is in Default under any obligation in this Application or if any representation made herein or otherwise proves to be false or becomes false and is not timely cured or has a past due balance more than 30 days following the statement date. The Customer's return to credit status following the termination of credit sales will be sole at the discretion of FCE and may be under such additional terms, oral or written as FCE may require.
Venue, Applicable Law	Neither an extension of time for payment granted in FCE's sole discretion to the Customer, or any co-signer/guarantor, nor acceptance of partial payment by FCE, if any shall constitute a waiver of any right to full payment of all sums due and owing to FCE by the Customer, or constitute a waiver of any similar obligations or default by the Customer then occurring or occurring at a later date constitute a waiver of FCE's right to pursue any remedy hereunder or otherwise available at law or equity.
Administrative Charges & Return Payment Fee	The place of performance of all sales made through credit and all credit transactions shall be deemed to be Hockley County, Texas. In the event legal action is necessary to enforce payment, the delinquent customer shall be responsible for all collection expenses, including reasonable attorneys' fees and court costs. Venue shall be exclusively in state district court in Hockley County, Texas for any action arising in connection with this Agreement, and this Agreement shall be governed by the laws of the State of Texas.
Collection	FCE may assess a reasonable charge to offset the additional administrative cost incurred by the FCE when Customer pays all or a portion of his or her Account balance by credit card. Such charges shall be added to the Customer's Account balance prior to completing the credit card payment transaction.
Agriculture Code Chapter 128	A returned payment charge of up to \$30.00 will be assessed on each check that is not honored or is returned because it cannot be processed, and each EFT or automatic debit which is returned unpaid.
	In the event that FCE incurs any costs for collection of any delinquent balance of the Account, the Customer and any other signatories hereto will be required to reimburse FCE for its costs, including but not limited to reasonable attorney's fees. Such costs and expenses shall include but not be limited to an attorney, not a salaried employee of FCE, court costs, and other pre-judgment and post-judgment attorney's fees and cost.
	Notice: Co-Applicants and other signatories hereto understand and agree to pay any indebtedness incurred pursuant to the terms of this Application and Credit Agreement by the Customer or those authorized by the Customer, or any other agent or representative of Customer, although they may not personally receive the goods, merchandise, materials, or services. Co-Applicants and any other signatories hereto may be sued for payment although the Customer or other person who received the goods, merchandise, materials, or services is able to pay.