



APPLICATION FOR CREDIT

Frontier Cooperative
 3333 Landmark Circle
 Lincoln, NE 68504
 (402) 937-1800

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

TYPE OF ACCOUNT – Check only one of the appropriate boxes

Individual / Sole Proprietor: Complete – Page 1 & 3 only
 Corporation: Partnership: Trust/Estate: LLC: Entity: After Credit Limit - Page 2 & 3

- I request that my account be **GRAIN ONLY** – no credit.
- I request that my account be made Cash Before Delivery “COD” only. I hereby agree to pay for any product and/or services prior to delivery and will not accumulate a balance due on my account.

PURCHASES – Select ALL that apply	CREDIT LIMIT	TAX EXEMPT
<input type="checkbox"/> Grain <input type="checkbox"/> Agronomy <input type="checkbox"/> Energy (Fuel, Propane, Etc.) <input type="checkbox"/> Feed	Desired Credit Limit	If YES – Please Supply Exemption Forms

INDIVIDUAL / SOLE PROPRIETOR INFORMATION

Last Name	Legal First Name	MI	Social Security Number	Date of Birth (mm/dd/yyyy)
Mailing Address		City	State	ZIP Code
Email Address		Home Number	Cell Number	
Employer		Employer Phone Number	How Long	

SPOUSE

Last Name	Legal First Name	MI	Social Security Number	Date of Birth (mm/dd/yyyy)
Email Address		Home Number	Cell Number	
Employer		Employer Phone Number	How Long	

MEMBERSHIP AND CONSENT AGREEMENT

Patrons of the Cooperative may become members by purchasing \$100 share of stock. Qualified agricultural producers will hold voting common stock while all other qualified members will hold non-voting certificates of participation. Patronage will be allocated to members based upon the business conducted with the association. Qualifications for membership are set forth in the Cooperative’s bylaws. Please select one of the following:

- I am an agricultural producer and choose to be a member. I have enclosed/will send a check for \$100
- I am not an agricultural producer and choose to be a member. I have enclosed/will send a check for \$100
- I choose not to be a member. I understand no patronage will be earned on my account.

PRIMARY BANK REFERENCE	OTHER CREDIT REFERENCE (Non-Bank or Credit Card)
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Bank Name			Name		
Mailing Address			Mailing Address		
City	State	ZIP Code	City	State	ZIP Code
Phone Number	Contact Name		Phone Number	Contact Name	

SIGNATURE:	DATE:
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ENTITY INFORMATION – To be completed if Corporation, Partnership, Trust/Estate, LLC, or Entity box marked

Entity Name – as shown on your income tax return (Line 1)		Date of Incorporation / Organization		State
Entity Name – as shown on your income tax return (Line 2)			Federal ID Number	
Mailing Address		City	State	ZIP Code
Email Address			Phone number	

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

Name	Address, City, State, Zip	% Owner	Social Security Number	Date of Birth (mm/dd/yyyy)
Name	Address, City, State, Zip	% Owner	Social Security Number	Date of Birth (mm/dd/yyyy)
Name	Address, City, State, Zip	% Owner	Social Security Number	Date of Birth (mm/dd/yyyy)
Name	Address, City, State, Zip	% Owner	Social Security Number	Date of Birth (mm/dd/yyyy)

INDIVIDUAL GUARANTY FOR ENTITY DEBT

The undersigned individual guarantor hereby personally and unconditionally guarantees the payment and performance of all indebtedness and obligations due and owing to the Cooperative by the Applicant. It is understood that this guaranty shall be a continuing and irrevocable guaranty and indemnity for such indebtedness of the customer. I do hereby waive notice of default, nonpayment and notice thereof and consent to any modification renewal of the credit agreement hereby guaranteed.

Guarantor: Print

Address, City State, Zip	Phone Number	Social Security Number
Guarantor: Sign	, Individually	Date

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PRIMARY BANK REFERENCE 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	

SIGNATURE:	DATE:
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Credit Policy

Frontier Cooperative, herein after referred to as the "Coop" offers convenience credit to qualified patrons. Convenience credit should not be construed as a line of credit for long-term financing. Patrons using convenience credit must follow the terms of the Credit Policy and associated applications, agreements or guarantees to remain eligible for convenience credit. The Coop considers the extension of convenience credit as a service to the patrons and not as a right. The Coop reserves the right to deny or limit the extension of credit to any patron at any time when such denial or limit is in the best interest of the Coop. New patrons will be subject to a credit application and credit report. Patrons are urged and encouraged to make necessary financing arrangements through their bank or other sources.

Every patron who does business with the Coop shall be deemed to have agreed to be bound by the provisions of the Credit Policy. The Credit Policy of the Coop is subject to change without prior notice.

Due Date	All purchases on credit will be stated on the monthly statement rendered by the Coop. The statements are due and payable in full on the 20 th day of the month following the month for which the statement is rendered.
Delinquency Charge And Interest Charge	Any unpaid invoice or portion thereof not paid by the DUE DATE will be subject to a one-time DELINQUENCY CHARGE of 5% which will be added to the statement balance. In addition to the Delinquency Charge, an INTEREST CHARGE of 1.33% per month will be assessed on the last day of the month following the statement date on all unpaid balances existing as of that due date.
Termination of Credit	The Coop reserves the right to terminate credit sales at any time without prior notification. No additional sales of products or services on credit will be made if the Customer has an unpaid balance for more than 60 days and may be referred to collection. NO CREDIT will be extended when an account balance contains unpaid invoices that are 4 or more months old. Therefore, no new purchases, either by cash or credit, will be allowed. Once all invoices that are 4 months and over are paid, the customer may be allowed to purchase them on credit again.
Change in Terms	Credit terms may be changed at the discretion of the Coop including, but not limited to changing the due date, changing the billing cycle, limiting the amount of approved credit, or on any other matter after notice of such change has been given to the Customer.
Disputed Statements	All invoices and statements rendered by the Coop will be conclusive as to the items purchased and charges therefore unless the Customer informs the Coop in writing of a dispute thereon within 10 days of the statement date.
Agents	The Customer may identify, for the Coop, those people authorized to make purchases of products and services on the Customer's credit account. Unless otherwise informed, the Coop shall be permitted to presume that all persons representing Customer are so authorized. Customer is responsible for all charges made to the Customer's account by individuals as authorized by Customer, unless Customer revokes the authority for such individuals prior to the date the charges are made.
Guaranty	If the customer is a corporation or other entity, the person executing the agreement, to induce the Coop to grant credit to the corporation or other entity, hereby agrees to personally guarantee the payment of all amounts due from the Customer to the Coop. The Coop may require separate personal guarantees from other stockholders, members, partners, whomsoever, as a condition to grant credit to the corporation or other entity.
Right of Offset	Customer agrees that the Coop may offset and apply any amounts it may from time to time owe the Customer for whatever reason against any unpaid past due credit balance of the Customer. Pursuant to the By-laws of the Cooperative, the Cooperative has a first lien in the stock and/or equities of any stockholders or patron in the Cooperative to the extent of any unpaid balance which may exist at any time.
No Waiver Rights	Neither an extension of time for payment granted to the Customer, if any, nor acceptance of partial payment by the Coop, if any, shall constitute a waiver of any right to full payment of all sums due and owing to the Coop by the Customer.
Administrative Charges	The Coop may assess a reasonable charge to offset the additional administrative costs incurred by the Coop when a Customer pays all or a portion of his or her convenience credit account balance by credit card. Such charges shall be added to the Customer's convenience credit balance prior to completing the credit card payment transaction. The Coop may assess a monthly Administrative Service Cost ("Loan Service Cost") to accounts that are delinquent over 50 days. This Administrative Service Cost covers expenses incurred by the Cooperative in servicing the delinquent account, including, but not limited to, phone expenses, postage costs, office supplies, legal fees, and other costs incurred in servicing the delinquent credit account.
Dispute Resolution	This Credit Policy, including any action to collect past due balances, enforce personal guarantees or litigate product claims for products purchased on credit may be enforced in any court of competent jurisdiction in the State of Nebraska. Applicants, guarantor and Coop further, to the fullest extent possible waive any claim that the forum is not convenient. Applicants, guarantor and Coop further, to the fullest extent allowed by law, waive their right to a trial by jury.
Acceptance of Terms	By purchasing products and services from the Coop on a convenience credit account after the date hereof, the Customer agrees to be bound by the terms of the Policy.

Adopted by the Board of Directors of Frontier Cooperative on August 27, 2019

Read and Initialed by:

Instructions

Who May Issue a Resale Certificate. Purchasers are to give the seller a properly completed Form 13, Section A, when making purchases of property or taxable services that will subsequently be resold in the purchaser's normal course of business. The property or services must be resold in the same form or condition as when purchased, or as an ingredient or component part of other property that will be resold.

Who May Issue an Exempt Sale Certificate. Form 13, Section B, may be completed and issued by governmental units or organizations that are exempt from paying Nebraska sales and use taxes. See this list in the [Nebraska Sales Tax Exemptions Chart](#). Most nonprofit organizations are **not** exempt from paying sales and use tax. Enter the appropriate number from "Exemption Categories" (listed below) that properly reflects the basis for your exemption.

For additional information about proper issuance and use of this certificate, please review [Reg-1-013, Sale for Resale – Resale Certificate](#), and [Reg-1-014, Exempt Sale Certificate](#).

Contractors. [Contractors](#) complete Form 13, Section C, part 1 or part 2 based on the option elected on the [Contractor Registration Database](#).

To make tax-exempt purchases of building materials and fixtures, Option 1 or Option 3 contractors must complete Form 13, Section C, Part 1. To make tax-exempt purchases of building materials and fixtures pursuant to a construction project for an exempt governmental unit or an exempt nonprofit organization, Option 2 contractors must complete Form 13, Section C, Part 2. The contractor must also attach a copy of a properly completed [Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17](#), to the Form 13, and both documents must be given to the supplier when purchasing building materials. See the [contractor information guides](#) and [Reg-1-017, Contractors](#), for additional information. Also, see the Important Note under "Exemption Categories" number 3.

When and Where to Issue. The Form 13 must be given to the seller at the time of the purchase to document why sales tax does not apply to the purchase. The Form 13 must be kept with the seller's records for audit purposes.

Sales Tax Number. A purchaser who is engaged in business as a wholesaler or manufacturer is not required to provide an ID number when completing Section A. Out-of-state purchasers may provide their home state sales tax number. Section B does not require a Nebraska ID number when exemption category 1, 2, or 5 is indicated.

Fully Completed Resale or Exempt Sale Certificate. A fully completed resale or exempt sale certificate is proof for the retailer that the sale was for resale or is exempt. For a resale certificate to be fully completed, it must include: (1) identification of the purchaser and seller, type of business engaged in by the purchaser; (2) sales tax permit number; (3) signature of an authorized person; and (4) the date of issuance.

For an exempt sale certificate to be fully completed, it must include: (1) identification of purchaser and seller; (2) a statement that the certificate is for a single purchase or is a blanket certificate covering future sales; (3) a statement of the basis for exemption, including the type of activity engaged in by the purchaser; (4) signature of an authorized person; and (5) the date of issuance.

Penalties. Any purchaser who gives a Form 13 to a seller for any purchase which is other than for resale, lease, or rental in the **normal** course of the purchaser's business, or is not otherwise exempted from sales and use tax under the Nebraska Revenue Act, is subject to a penalty of \$100 or ten times the tax, whichever is greater, for each instance of presentation and misuse. In addition, any purchaser, or their agent, who fraudulently signs a Form 13 may be found guilty of a Class IV misdemeanor.

Exemption Categories

(Insert appropriate number from the list below in Section B)

1. Governmental units, identified in [Neb. Rev. Stat. §§ 77-2704.15, Reg-1-072, United States Government and Federal Corporations](#), and [Reg-1-093, Governmental Units](#). Governmental units are not assigned exemption numbers.

Sales to the U.S. government, its agencies, instrumentalities, and corporations wholly owned by the U.S. government are exempt from sales tax. However, sales to institutions chartered or created under federal authority, but which are not directly operated and controlled by the U.S. government for the benefit of the public, generally are taxable.

Purchases by governmental units that are **not** exempt from Nebraska sales and use taxes include, but are not limited to: governmental units of other states or countries; sanitary and improvement districts; rural water districts; railroad transportation safety districts; and county historical societies.

2. Purchases when the intended use renders it exempt. See [Nebraska Sales Tax Exemptions Chart](#).
3. Purchases made by organizations that have been issued a [Nebraska Exempt Organization Certificate of Exemption](#) (Certificate of Exemption). [Reg-1-090, Nonprofit Organizations](#); [Reg-1-091, Religious Organizations](#); and [Reg-1-092, Educational Institutions](#), identify these organizations. These organizations are issued a Certificate of Exemption with a state ID number which must be entered in Section B of Form 13.

Important Note: Nonprofit educational institutions must be accredited regionally or nationally and have their primary campus in Nebraska to be exempt from sales and use tax. Also nonprofit organizations providing any of the types of health care or services that qualify to be exempt must be licensed or certified by the Nebraska Department of Health and Human Services (DHHS) to be exempt from sales and use taxes. There is no sales and use tax exemption prior to these entities being accredited, licensed, or certified. They CANNOT issue either a [Resale or Exempt Sale Certificate, Form 13](#), or a [Purchasing Agent Appointment, Form 17](#), to any retailer or contractor relating to purchases of building materials for construction or repair projects performed prior to being accredited, licensed, or certified. After an entity becomes accredited, licensed, or certified upon completion of the construction project, it may submit a [Nebraska Exemption Application for Sales and Use Tax, Form 4](#).

Nonprofit **health care organizations** that hold a Certificate of Exemption are exempt for purchases for use at their facility, or portion of the facility, covered by the license issued under the Nebraska Health Care Facility Licensure Act. Only specific types of health care facilities and activities are exempt. Purchases of items for use at facilities that are not covered under the license, or for any other activities that are not specifically exempt, are taxable. The exemption is not for the entire organization that offers different levels of health care or other activities, but is limited to the specific type of health care that is exempt. Purchases for non-exempt types of health care are taxable.

4. Purchases of motor vehicles, trailers, semitrailers, watercraft, and aircraft used predominately as common or contract carrier vehicles; accessories that physically become part of the common or contract carrier vehicle; and repair and replacement parts for these vehicles. The exemption ID number must be entered in Section B of the Form 13. An individual or business that has been issued a common or contract carrier certificate of exemption may only use it to purchase those items described above prior to the expiration date on the certificate. The certificate of exemption expires every 5 years. (See [Nebraska Common or Contract Carrier Information Guide](#)).
5. Purchases of manufacturing machinery and equipment made by a person engaged in the business of manufacturing, including repair and replacement parts or accessories, for use in manufacturing.
6. Occasional sales of used business or farm machinery or equipment productively used by the seller as a depreciable capital asset for more than one year in his or her business. The seller must have previously paid tax on the item being sold. The seller must complete, sign, and give the Exempt Sale Certificate to the purchaser. (See [Reg-1-022, Occasional Sales](#)). The Form 13 must be kept with the purchaser's records for audit purposes.