



APPLICATION FOR CREDIT

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

Please Note – This application is for a
convenience credit account only.
This is not for revolving credit.

Requested Amount of Credit: \$ _____ Intended Use of Account (check all that apply):
Grain: _____ Agronomy: _____ Energy: _____ Feed: _____

Full Name: _____
Spouse's Name: _____
Present Address: _____
City: _____
Social Security #: (His) _____ (Hers) _____
Federal Tax ID #: _____
Employer Name: (His) _____
Employer Address: _____
Employer City: _____
Employer State & Zip Code: _____
Employer Phone Number: _____
Additional individuals allowed to charge: _____

Phone: _____
Email Address: _____
Own ☐ Rent ☐ Years there: _____
State: _____ Zip Code: _____
Date of Birth: (His) _____ (Hers) _____
State of Corporation: _____
(Hers) _____

Trade References – For Business Applications Only

Account name: _____
Address: _____
City: _____ State: _____ Zip: _____
Current balances: _____
Contact name: _____

Account Since: _____

High credit: _____
Phone #: _____

Account name: _____
Address: _____
City: _____ State: _____ Zip: _____
Current balances: _____
Contact name: _____

Account Since: _____

High credit: _____
Phone #: _____

Signature: _____ Date: _____

PLEASE COMPLETE THIS PAGE, REVIEW THE CREDIT POLICY ON BACK AND INITIAL

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 in order 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 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 4 months and older are paid, the customer may be allowed to purchase 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 persons 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, in order 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 further require separate personal guarantees from other stockholders, members, partners, whomsoever, as a condition to granting 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 with 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. Applicant, guarantor and Coop further, to the fullest extent possible waive any claim that the forum is not convenient. Applicant, 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: _____



P.O. Box 70
Waverly, NE 68462
Phone (402) 786-2665 Fax (402) 786-2187
www.frontiercooperative.com

MEMBERSHIP AND CONSENT AGREEMENT REQUEST FOR TAXPAYER IDENTIFICATION NUMBER

Patrons of the Cooperative may become members by purchasing a \$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 from the following:

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

The undersigned Patron(s) of the Frontier Cooperative, Lincoln, Nebraska, consent(s) that the amount of any distribution with respect to their patronage which is made, shall be declared as patronage dividend in the taxable year in which they are received. This agreement shall be in effect pursuant to approval of a representative of Cooperative and shall remain enforce unless revoked under Section 1388(3)(b) for all subsequent taxable years. This agreement may be revoked by the Patron at any time in writing and signed by a representative of the Cooperative. Such revocation shall be effective only with respect to patronage occurring after the close of the taxable year of the Cooperative during which the revocation is filed.

The Patron acknowledges that any Certificate of Participation issued is subject to all provisions of the Articles of Incorporation and Bylaws of the Cooperative.

The Patron, under penalties of perjury, certifies that the number shown on this form is the correct taxpayer identification number and all taxable interest and dividends will be reported on an appropriate tax return. The Patron shall be subject to backup withholding of 28% of any patronage issued if a Taxpayer Identification Number is not provided and certified.

NAME: to be placed on account. If a joint account is requested, please list both names and Tax Identification Numbers

Address

City, State and Zip

Taxpayer Identification Number: For individuals this would be a Social Security Number; for Corporations, etc. it would be the Employee Identification Number:

Birthdate

Signature(s)

Date



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INDIVIDUAL PERSONAL GUARANTY

Date: _____

I, _____, _____ residing at
(Name) (Social Security Number)
_____, for and in consideration of your extending
credit at my request to _____
(Name of Company)
(hereinafter referred to as the "Company"), of which I am _____,
(Title)
hereby personally guarantee to you the payment at FRONTIER COOPERATIVE in
the State of NEBRASKA of any obligation of the Company and I hereby agree
to bind myself to pay you on demand any sum which may become due to you
by the Company whenever the Company shall fail to pay the same. It is
understood that this guaranty shall be a continuing and irrevocable guaranty
and indemnity for such indebtedness of the Company. I do hereby waive notice of
default, nonpayment and notice thereof and consent to any modification renewal
of the credit agreement hereby guaranteed.

Signature: _____

Address: _____

Phone: _____

Nebraska Resale or Exempt Sale Certificate

• Read instructions on reverse side/see note below

FORM
13

| NAME AND MAILING ADDRESS OF PURCHASER | | | NAME AND MAILING ADDRESS OF SELLER | | |
|---------------------------------------|-------|----------|------------------------------------|-------|----------|
| Name | | | Name | | |
| Street or Other Mailing Address | | | Street or Other Mailing Address | | |
| City | State | Zip Code | City | State | Zip Code |

Check Type of Certificate

☐ Single Purchase ☐ Blanket If blanket is checked, this certificate is valid until revoked in writing by the purchaser.

I hereby certify that the purchase, lease, or rental by the above purchaser is exempt from the Nebraska sales tax for the following reason:

Check One ☐ Purchase for Resale (Complete Section A) ☐ Exempt Purchase (Complete Section B) ☐ Contractor (Complete Section C)

SECTION A—Nebraska Resale Certificate

Description of Item or Service Purchased

I hereby certify that the purchase, lease, or rental of from the above seller is exempt from the Nebraska sales tax as a purchase for resale, rental, or lease in the normal course of our business, either in the form or condition in which purchased, or as an ingredient or component part of other property to be resold.

I further certify that we are engaged in business as a: ☐ Wholesaler ☐ Retailer ☐ Manufacturer ☐ Lessor
of Description of Product Sold, Leased, or Rented

If None, State Reason

and hold Nebraska Sales Tax Permit Number 01-

or Foreign State Sales Tax Number State

SECTION B—Nebraska Exempt Sale Certificate

The basis for this exemption is exemption category (Insert appropriate category as described on reverse of this form.)

If exemption category 2 or 5 is claimed, enter the following information:

| | |
|----------------------------------|-----------------------------------|
| Description of Item(s) Purchased | Intended Use of Item(s) Purchased |
|----------------------------------|-----------------------------------|

If exemption categories 3 or 4 are claimed, enter the Nebraska Exemption Certificate number. 05-

If exemption category 6 is claimed, seller must enter the following information and sign this form below:

| | | | |
|-----------------------------|------------------------------------|--|--|
| Description of Item(s) Sold | Date of Seller's Original Purchase | Was Tax Paid when Purchased by Seller? | Was Item Depreciable? |
| | | <input type="checkbox"/> YES <input type="checkbox"/> NO | <input type="checkbox"/> YES <input type="checkbox"/> NO |

SECTION C—For Contractors Only

1. Purchases of Building Materials or Fixtures:

☐ As an Option 1 or Option 3 contractor, I hereby certify that purchases of building materials and fixtures from the above seller are exempt from Nebraska sales tax. My Nebraska Sales or Consumer's Use Tax Permit Number is: 01-

2. Purchases Made Under Purchasing Agent Appointment on behalf of _____ :
(exempt entity)

☐ Pursuant to an **attached** Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17, I hereby certify that purchases of building materials, and fixtures are exempt from Nebraska sales tax.

Any purchaser, or their agent, or other person who completes this certificate for any purchase which is other than for resale, lease, or rental in the regular course of the purchaser's business, or is not otherwise exempted from the sales and use tax under Neb. Rev. Stat. §§77-2701 through 77-27,135, shall in addition to any tax, interest, or penalty otherwise imposed, be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse. With regard to a blanket certificate, this penalty shall apply to each purchase made during the period the blanket certificate is in effect. Under penalties of law, I declare that I am authorized to sign this certificate, and to the best of my knowledge and belief, it is correct and complete.

**sign
here**

Authorized Signature

Title

Date

NOTE: Sellers must keep this certificate as part of their records. DO NOT SEND TO THE NEBRASKA DEPARTMENT OF REVENUE.

Incomplete certificates cannot be accepted.

www.revenue.ne.gov, (800) 742-7474 (toll free in NE and IA), (402) 471-5729

INSTRUCTIONS

WHO MAY ISSUE A RESALE CERTIFICATE. Form 13, Section A, is to be issued by persons or organizations making purchases of property or taxable services in the **normal** course of their business for the purpose of resale either in the form or condition in which it was purchased, or as an ingredient or component part of other property.

WHO MAY ISSUE AN EXEMPT SALE CERTIFICATE. Form 13, Section B can only be issued by persons or organizations exempt from payment of the Nebraska sales tax by qualifying for one of the six enumerated **Categories of Exemption** (see below). Nonprofit organizations that have a 501(c) designation and are exempt from federal and state income tax are **not** automatically exempt from sales tax. Only the entities listed in the referenced regulations are exempt from paying Nebraska sales tax on their purchases when the exemption certificate is properly completed and provided to the seller. Organizations claiming a sales tax exemption may do so only on items purchased for their own use. For health care organizations, the exemption is limited to the specific level of health care they are licensed for. The exemption is not issued to the entire organization when multiple levels of health care or other activities are provided or owned by the organization. Items purchased by an exempt organization that will be resold must be supported by a properly completed Nebraska Resale Certificate, Form 13, Section A.

Indicate the category which properly reflects the basis for your exemption. Place the corresponding number in the space provided in Section B. If category 2 through 6 is the basis for exemption, you must complete the information requested in Section B.

[Nebraska Sales and Use Tax Reg-1-013, Sale for Resale – Resale Certificate](#), and [Reg-1-014, Exempt Sale Certificate](#), provide additional information on the proper issuance and use of this certificate. These and other regulations referred to in these instructions are available on our Web site: www.revenue.ne.gov/legal/regs/slstaxregs.

Use Form 13E for purchases of energy sources which qualify for exemption. Use Form 13ME for purchases of mobility enhancing equipment on a motor vehicle.

CONTRACTORS. Form 13, Section C, Part 1, must be completed by contractors operating under Option 1 or Option 3 to document their tax-free purchase of building materials or fixtures from their suppliers. Section C, Part 2, may be completed to exempt the purchase of building materials or fixtures pursuant to a [Purchasing Agent Appointment, Form 17](#). See the [contractor information guides](#) on our Web site www.revenue.ne.gov for additional information.

WHERE TO FILE. Form 13 is given to the seller at the time of the purchase of the property or service or when sales tax is due. The certificate must be retained with the seller's records for audit purposes. Do not send to the Department of Revenue.

SALES TAX NUMBER. A purchaser who completes Section A and is engaged in business as a wholesaler or manufacturer is not required to provide an identification number. Out-of-state purchasers can provide their home state sales tax number. Section B does not require an identification number when exemption category 1, 2, or 5 is indicated.

PROPERLY COMPLETED CERTIFICATE. A purchaser must complete a certificate before issuing it to the seller. To properly complete the certificate, the purchaser must include: (1) identification of the purchaser and seller, (2) a statement whether the certificate is for a single purchase or is a blanket certificate,

(3) a statement of basis for exemption including completion of all information for the basis chosen, (4) the signature of an authorized person, and (5) the date the certificate was issued.

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, shall be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse.

Any purchaser, or their agent, who fraudulently signs a Form 13 may be found guilty of a Class IV misdemeanor.

CATEGORIES OF EXEMPTION

1. Purchases made directly by certain governmental agencies identified in [Nebraska Sales and Use Tax Reg-1-012, Exemptions; Reg-1-072, United States Government and Federal Corporations](#); and [Reg-1-093, Governmental Units](#), are exempt from sales tax. A list of specific governmental units are provided in the above regulations. Governmental units are not assigned exemption numbers.

Sales to the United States government, its agencies, and corporations wholly owned by the United States 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 United States government for the benefit of the public, generally are taxable. Construction projects for federal agencies have specific requirements, see [Reg-1-017 Contractors](#).

Purchases that are **not** exempt from Nebraska sales and use tax include, but are not limited to, governmental units of other states, sanitary and improvement districts, urban renewal authorities, rural water districts, railroad transportation safety districts, and county historical or agricultural societies.

2. Purchases when the intended use renders it exempt as set out in paragraph 012.02D of Reg-1-012, Exemptions. Complete the description of the item purchased and the intended use as required on the front of Form 13. Sellers of **repair parts** for agricultural machinery and equipment cannot accept a Form 13 to exempt such sales from tax.

3. Purchases made by organizations that have been issued a Nebraska Exempt Organization - Certificate of Exemption are exempt from sales tax. [Reg-1-090, Nonprofit Organizations](#); [Reg-1-091, Religious Organizations](#); and [Reg-1-092, Educational Institutions](#), identify such organizations. These organizations will be issued a Nebraska state exemption identification number. This exemption number must be entered in Section B of the Form 13.

4. Purchases of common or contract carrier vehicles and repair and replacement parts for such vehicles.

5. Purchases of manufacturing machinery or equipment by a taxpayer engaged in business as a manufacturer for use predominantly in manufacturing. This includes the installation, repair, or maintenance of such qualified manufacturing machinery or equipment (see [Revenue Ruling 01-11-1](#)).

6. A sale that qualifies as an occasional sale, such as a sale of depreciable machinery and equipment productively used by the seller for more than one year and the seller previously paid tax on the item. The **seller** must sign and give the exemption certificate to the purchaser. The certificate must be retained by the purchaser for audit purposes (see [Reg-1-014, Exempt Sale Certificate](#)).