



# FRONTIER COOPERATIVE

## 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.

|   |   |
|---|---|
| <b>Due Date</b>                               | 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 <sup>th</sup> day of the month following the month for which the statement is rendered.  |
| <b>Delinquency Charge And Interest Charge</b> | Any unpaid invoice or portion thereof not paid by the DUE DATE will be subject to a one time <b>DELINQUENCY CHARGE</b> of 5% which will be added to the statement balance. In addition to the Delinquency Charge, an <b>INTEREST CHARGE</b> 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.  |
| <b>Termination of Credit</b>                  | 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.  |
| <b>Change in Terms</b>                        | 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.   |
| <b>Disputed Statements</b>                    | 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.  |
| <b>Agents</b>                                 | 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.  |
| <b>Guaranty</b>                               | 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.   |
| <b>Right of Offset</b>                        | 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.   |
| <b>No Waiver Rights</b>                       | 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.  |
| <b>Administrative Charges</b>                 | 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. |
| <b>Dispute Resolution</b>                     | 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.   |
| <b>Acceptance of Terms</b>                    | 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: \_\_\_\_\_



# FRONTIER

COOPERATIVE

3333 Landmark Circle

Lincoln, NE 68504

Phone (402) 937-1800

Fax (402) 742-0256

[www.frontiercooperative.com](http://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.

|   |                   |
|---|-------------------|
| <hr/> <b>NAME:</b> to be placed on account. If a joint account is requested, please list both names and Tax Identification Numbers  |                   |
| <hr/> <b>Address</b>  |                   |
| <hr/> <b>City, State and Zip</b>  |                   |
| <hr/> <b>Taxpayer Identification Number:</b> For individuals this would be a Social Security Number; for Corporations, etc. it would be the Employee Identification Number: |                   |
| <hr/> <b>Birthdate</b>  |                   |
| <hr/> <b>Signature(s)</b>   | <hr/> <b>Date</b> |



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

## 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 for Sales Tax Exemption

| Name and Mailing Address of Purchaser |             |                | Name and Mailing Address of Seller    |             |                |
|---------------------------------------|-------------|----------------|---------------------------------------|-------------|----------------|
| Name _____                            |             |                | Name _____                            |             |                |
| Legal 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    If single purchase is checked, enter the related invoice or purchase order number \_\_\_\_\_.
- 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 Property or Service Purchased

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

I further certify that we are engaged in business as a:       Wholesaler     Retailer     Manufacturer     Lessor

of \_\_\_\_\_

My Nebraska Sales Tax ID Number is 01- \_\_\_\_\_.

If none, state the reason \_\_\_\_\_,

or Foreign State Sales Tax Number \_\_\_\_\_ State \_\_\_\_\_.

**Section B—Nebraska Exempt Sale Certificate**

The basis for this exemption is exemption category \_\_\_\_\_ (See the list of Exemption Categories and corresponding numbers on reverse side).

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

|  |   |
|--|---|
| Description of Property or Service Purchased _____ | Intended Use of Property or Service Purchased _____ |
|--|---|

If exemption category 3 or 4 is claimed, enter your Nebraska Certificate of Exemption State ID number. 05- \_\_\_\_\_  
Do **not** enter your Federal Employer ID Number.

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

|                           |                                    |  |   |
|---------------------------|------------------------------------|--|---|
| Description of Items Sold | Date of Seller's Original Purchase | Was tax paid when purchased by seller?<br><input type="checkbox"/> Yes <input type="checkbox"/> No | Was item depreciable?<br><input type="checkbox"/> Yes <input type="checkbox"/> No |
|---------------------------|------------------------------------|--|---|

**Section C—For Contractors Only**

**1. Purchase of building materials or fixtures.**

- As an Option 1 or Option 3 contractor, I hereby certify that the purchase of building materials and fixtures from the seller listed above are exempt from Nebraska sales tax. My Nebraska Sales or Use Tax ID Number is: \_\_\_\_\_.

**2. Purchases made by an Option 2 contractor under a Purchasing Agent Appointment on behalf of \_\_\_\_\_ (exempt entity)**

- As an Option 2 contractor, I hereby certify that the purchase of building materials and fixtures from the seller listed above is exempt from Nebraska sales tax pursuant to the **attached** Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17.

Any purchaser, agent, or other person who completes this certificate for any purchase which is not for resale, lease, or rental in the regular course of the purchaser's business, or is not otherwise exempted from sales and use taxes is 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 applies 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 \_\_\_\_\_

Authorized Signature Name (please print) \_\_\_\_\_

**Do not send this certificate to the Nebraska Department of Revenue (DOR). Keep it as part of your records.  
Sellers cannot accept incomplete certificates.**

The DOR is committed to the fair administration of the Nebraska tax laws. It is unlawful to claim an exemption for purchases of property or services that are subject to tax. Sellers are encouraged to notify the DOR of any unlawful use of this form.

**revenue.nebraska.gov, 800-742-7474 (NE and IA), 402-471-5729**

## 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.