

Business Credit Application



Branch Serving You:	Which Describes You?	Which Interests You?
	I am interested in membership. I am a farmer. I am a business owner. I am a landlord.	Agronomy Livestock Nutrition Grain Other
Credit Line Requested:		
\$		

Buyer/Applicant Information:

Buyer Legal Name: _____	Phone Number: _____
Mailing Address: _____	Email: _____
City/State/Zip/County: _____	In Business Since (MM/DD/YYYY): _____
Physical Address: _____	State of Organization (for entities): _____
City/State/Zip: _____	State of Primary Residence (sole proprietorships): _____
Has applicant or its entities ever filed bankruptcy? Yes No If yes, what chapter? _____	
Do you own a controlling interest (50% or more) in any other business(es)? Yes No If yes, name of business(es): _____	

Business Information:	Sole Proprietorship	Corporation	LLC	Limited Partnership	General Partnership	Trust
Tax ID (Entities): _____						
Social Security Number: _____						
	Date of Birth (Sole Proprietorships) or Date of Origination (Entities) (MM/DD/YYYY): _____					

Co-Borrowers, Corporate Officers, Partners, Members, and Guarantors: Please complete this section (i) for all corporate officers, members, or partners, and (ii) for any personal guarantor(s). Attach additional sheets if necessary.

Full Name: _____	Full Name: _____	Full Name: _____
Title: _____	Title: _____	Title: _____
Preferred Phone Number: _____	Preferred Phone Number: _____	Preferred Phone Number: _____
Email Address: _____	Email Address: _____	Email Address: _____
Address: _____	Address: _____	Address: _____
City, State, Zip: _____	City, State, Zip: _____	City, State, Zip: _____
Social Security Number: _____	Social Security Number: _____	Social Security Number: _____
Date of Birth (MM/DD/YY): _____	Date of Birth (MM/DD/YY): _____	Date of Birth (MM/DD/YY): _____

Farming Information:

Number of Years Farming/In Business: _____	Primary State : _____	Total Acres Farmed: _____	Acres Owned: _____	Acres Rented: _____
--	-----------------------	---------------------------	--------------------	---------------------

Crop Planning Information: (Attach additional sheets if necessary)

Crop	Acres	Average Yield	(Less)% Landlord's Share	Price Per Unit	Total Crop Value	Insurance Coverage Type				
						Revenue Protection	Yield Protection	Both	Other	%

Financial and Income Information: If requesting under \$500,000 applicant must complete this section or provide an accountant-prepared balance sheet or a balance sheet recently submitted to a lender. If requesting over \$500,000 applicant must attach each applicant's most recent Profit & Loss Statement and year-end balance sheet.

Values	Assets	Liabilities	Income (Annual)	
Current (Cash, Crop, etc.)	\$	\$	Gross Farm	\$
Intermediate (Machinery, etc.)	\$	\$	Livestock	\$
Long Term (Real Estate, etc.)	\$	\$	Non-Farm	\$
Total Value	\$	\$		

Line of Credit Information:

Lender Name	Approved Amount	City/State	Bank Officer

Trade Reference Information:

Business Name	Credit Line Amount	Current Principal Balance	Secured By
	\$	\$	
	\$	\$	

Credit Application Agreement



The Applicant has delivered this statement to Superior Ag Resources Cooperative, Inc. (Creditor) to induce Creditor to extend credit to the Applicant. Everything that I have stated in this application is correct to the best of my knowledge. The Applicant understands that the Creditor will rely on the truth, accuracy, and completeness of this statement. The Applicant certifies that the information inserted herein has been carefully read and is true, correct, and complete. I/We hereby authorize Superior Ag Resources Cooperative, Inc. to investigate my credit record and report to proper persons and bureaus my performance of this agreement and to answer questions about your credit experience with me.

I/We agree to pay the balance due and, in addition, all applicable Finance Charges which I/we hereby agree to pay in accordance to all terms and conditions in which I/we are notified from time to time including, but not limited to, periodic statements sent to me setting forth the outstanding obligations I/we have to you.

I/We hereby agree to pay all attorney fees and court cost if this account is referred to attorney for collection, without relief from valuation and appraisal laws.

A Finance Charge may be imposed if the unpaid balance shown on the current statement as the New Balance is not paid before due date.

If a Finance Charge is added, it is computed on the Average Daily Balance appearing on the face of this statement, at a periodic rate of 1.75% per month, which is an Annual Percentage Rate of 21%, or the highest prevailing rate provided by law.

See accompanying statement(s) for important information. The terms of said statement(s) are incorporated by referee herein and made a part hereof:

1. It is agreed that Applicant will pay for all goods and services supplied by Creditor. Creditor's failure in delivering an invoice or statement shall in no way relieve Applicant of its obligation to pay for goods or services received and accepted. The terms of payment shall be in accord with those set out in Creditor's invoices. The Applicant further agrees to pay interest at the rate of one and three-quarter percent (1.75 %) per month on all past due charges, together with court costs, and all costs of collection and reasonable attorneys' fees of the Creditor incurred in enforcing its rights hereunder. Any dispute regarding any invoice must be directed to Creditor in writing at the address shown above not later than five (5) days prior to the due date of any disputed invoice.
2. Applicant acknowledges that the establishment of an open account arising from this application is for the convenience of the Applicant and agrees to pay for all charges to the Account for goods or services charged thereto which are requested by any employee or other apparent agent of the Applicant regardless of whether Applicant specifically authorized such charges.
3. Applicant acknowledges that this agreement shall not be construed as a contract to sell or purchase goods or services, but merely describes the terms and conditions governing any such subsequent transactions between Applicant and Creditor. Creditor expressly reserves the right to refuse to engage in such transactions, with or without cause or notice, which Applicant agrees will not affect any obligation created hereunder with respect to prior transactions.
4. Applicant acknowledges that products or services ordered are subject to availability, and the inability or refusal of the Creditor to provide any product or service requested by Applicant shall in no way affect the obligations of the Applicant created hereunder with respect to goods or services provided.
5. Applicant agrees that any description of a "credit limit" desired by Applicant and/or approved by Creditor shall not be construed as a limitation of liability of the Applicant or any Guarantor hereunder, and the undersigned, including the Guarantor, expressly agree to pay all charges in excess of any stated credit limit, regardless of whether Applicant expressly requested or approved an increase in available credit.
6. Having obtained all necessary authority, the Applicant authorizes Creditor and its agents, attorneys, and employees to investigate the credit standing, financial circumstances and responsibility of Applicant and all owners, partners and officers listed on this application, and authorizes and instructs all persons having information concerning Applicant's credit standing, financial circumstances, and responsibility to release such information to Creditor, its agents, attorneys, or employees. This includes, without limitation, authorization for Creditor and its agents, attorneys, and employees to request, obtain and use for all purposes which Creditor deems necessary, a copy of any credit bureau or consumer credit report for the entities/persons listed herein at any time.
7. Applicant and all signers hereof, including Guarantors, understand that Creditor may extend credit under this application and agreement in reliance upon representations herein, including but not limited to representations regarding the ownership or assumed business names of the Applicant. Any change of ownership or ownership structure of the enterprise identified herein as "Applicant", including the continued use of any assumed business name by the Applicant's successor or assigns, shall not relieve any person or entity lawfully answerable for the debts of the Applicant to the Creditor, including the guarantors, of any obligation to Creditor arising from the provision of goods, services, or extension of credit by the Creditor acting upon the belief that the goods, service, and extension of credit have been provided to the Applicant. The obligation described herein shall continue unless and until Creditor receives written notice of such change of ownership or ownership structure by certified mail, return receipt requested, at the address shown on this document. Payment of any statement or invoice by check which identifies a drawer other than Applicant shall not be sufficient to provide the notice required under this provision. The continuing liability of the Applicant and other signers described herein shall be in addition to, and not in lieu of, any claims or rights against any other person or entity arising from the provision of goods, services, or extension of credit by Creditor because of the change in ownership or ownership structure.
8. The Applicant understands that all goods or services sold or provided by Creditor are subject to all terms and conditions contained in this Credit Application and Agreement, as may be amended from time to time at the sole discretion of the Creditor upon notice to the Applicant as well as any other terms and conditions contained on any of Creditor's invoices. In the event of any conflict between terms contained in a subsequently issued invoice and this Credit Application and Agreement or the amendments thereto the agreement shall control.
9. Credit hereby disclaims any and all express or implied warranties with regard to any goods or services provided, including any warranty of merchantability or fitness for a particular purpose. In the event that any goods or services provided are defective, the Applicant's remedy, to be determined in the sole discretion of the Creditor, shall be limited to timely cure of the defect, where practicable, by replacement of the defective goods or corrected performance of the service; or, refund of the purchase price, plus applicable taxes, of any such goods or services provided. The "refund" described herein may be accomplished, in the sole discretion of the Creditor, by credit or other adjustment to Applicant's account, or return of monies actually paid by Applicant. Creditor may make additional accommodations to Applicant if the Creditor determines, in its sole discretion, that such accommodations are warranted under the circumstances. Such action shall in no way be construed as a waiver of Creditor's right to limit Applicant's remedies to those described herein with regard to subsequent claims of defective goods or services. In no event shall Creditor be liable for incidental or consequential damages arising from alleged defects.
10. The Applicant agrees that this and any contemporaneous or subsequent transactions between the parties will be governed by the laws of the State of Indiana, and that jurisdiction and preferred venue shall be in Dubois County, Jasper, Indiana, or at the election and sole discretion of the Creditor, any Court which otherwise has jurisdiction over the Applicant. The Applicant hereby waives any defense based upon jurisdiction as to any actions initiated in the jurisdictions or venues described above, and hereby waives trial by jury.
11. The Applicant grants to Creditor a security interest in the following described property together with all additions, accessions, accessories, and replacements: accounts and other rights to payment; inventory, equipment; instruments and chattel paper; general tangibles; documents of title; farm products and supplies; government payments and programs; investment property, and deposit accounts.

Printed Applicant Name

Applicant Signature

Date

Printed Co-Applicant Name

Co-Applicant Signature

Date

Unconditional Guaranty



In consideration of the extension of credit to _____ ("Applicant") by Superior Ag Resources Cooperative, Inc. ("Creditor"), and for good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, jointly and severally (if applicable), guaranty the full and prompt payment or performance when due of all obligations and liabilities of the Applicant to the Creditor, including all past, present and future indebtedness, whether by acceleration or otherwise, direct or indirect, joint or several, absolute or contingent, including all costs of collection, interest and attorney fees ("Obligations").

No act or thing, except full payment and discharge of all indebtedness, shall in any way exonerate the undersigned or modify, reduce, limit, or release the liability of the undersigned hereunder.

The undersigned waives acceptance of the guaranty and further waives all notices and demands of any kind, including, but not limited to, all demands of payments and notices of default, nonpayment, presentment, protest and dishonor of any of the Obligations by the Applicant. The liability of the undersigned shall not be affected or impaired by any of the following acts or things which Creditor is expressly authorized to do, omit, or suffer from time to time without notice to or approval by the Undersigned; any one or more extensions or renewals of indebtedness, including increasing the amount of credit made available to the Applicant, whether or not for longer than the original period; any modification of maturities or other contractual terms applicable to the indebtedness, including interest rates, any waiver, adjustment, forbearance, compromise or indulgence granted to Applicant in failing to comply with any of its obligations; any failure to obtain collateral security (including rights of setoff) for indebtedness or to protect, insure, or enforce any collateral security. The undersigned further consents, without prior notice, to any subsequent extensions of credit, acceleration, immaterial or material alteration, amendments or changes of terms of any agreements concerning the Obligations, the acceptance of any partial payments or any release, modification, substitution, discharge, impairment, deterioration, waste or loss of any collateral security for the payment of the Obligations.

The undersigned also waive any claim, right, or remedy which such guarantor may now have or hereafter acquire against the Applicant that arises hereunder and/or from the performance by the guarantor hereunder including, without limitation, any claim, remedy or right of subrogation, reimbursement, exoneration, contribution, indemnification, or participation in any claim, right, or remedy of Creditor against the Applicant or any security which Creditor now has or hereafter acquires, whether or not such claim, right or remedy arises in equity, under contract, by statute, under common law or otherwise.

This guaranty is a continuing guaranty of payment, and shall ensure to the benefit of Creditor, its successors, and assigns, from the date hereon, and shall remain in full force and effect until written notice of termination thereof has been received by Creditor by certified mail, return receipt requested. Termination of the guaranty by the undersigned shall not affect any of the guarantors' obligations hereunder with respect to indebtedness incurred prior to the termination.

Guarantor and Co-Guarantor, if applicable, authorizes Creditor to investigate Guarantor's and Co-Guarantor's personal credit standing, financial circumstances and responsibility and authorizes and instructs all persons having information concerning Guarantor's or Co-Guarantor's credit standing, financial circumstances and responsibility to release such information to Creditor, its agents, attorneys, or employees. This includes, without limitation, authorization for Creditor and its agents, attorneys, and employees to request, obtain, and use for all purposes which Creditor deems necessary, a copy of any credit bureau or consumer credit report for the Guarantor and Co-Guarantor at any time.

No delay on the part of the Creditor in exercising any of the Creditor's options, powers, or rights, or partial or single exercise thereof shall constitute a waiver thereof. All the Creditor's rights are cumulative and not alternative. Whenever possible, each provision of this guaranty shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this guaranty shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition without invalidating the remainder of the provision or the remaining portions of this guaranty. This guaranty shall ensure to the benefit of the Creditor and its successors and assigns and shall be binding upon the successors and assigns, trustees, executors, administrators, heirs, and beneficiaries of the undersigned. If legal action becomes necessary, the undersigned agrees that this and any contemporaneous or subsequent agreements will be governed by the laws of the State of Indiana, and that jurisdiction and preferred venue shall be in Dubois County, Jasper, Indiana, or at the election and sole discretion of the Creditor, any Court which otherwise has jurisdiction over the Applicant. The Applicant hereby waives any defense based upon jurisdiction as to any actions initiated in the jurisdictions or venues described above, and hereby waives trial by jury.

IN WITNESS, WHEREOF, this document is executed on the _____ day of _____, _____.

DAY MONTH YEAR

--	--	--

Printed Guarantor Name

Guarantor Signature

Date

--	--	--

Printed Co-Guarantor Name

Co-Guarantor Signature

Date

--	--	--

Printed Co-Guarantor Name

Co-Guarantor Signature

Date

To ensure your information is handled with confidentiality, please complete this application in its entirety and return to Superior Ag's Credit Manager. Applications can be returned to your local Superior Ag location, emailed to credit@superiorag.com, or mailed to Superior Ag, attn: Credit Manager, PO Box 420, Huntingburg, IN 47542.

For Office Use Only:

Date: _____ Department: _____ Amount: \$ _____
Approved: _____ Denied: _____ By: _____