

# AG VALLEY COOPERATIVE NONSTOCK

P.O. Box 68  
Edison, Nebraska 68936  
Telephone: (308)927-3681 (800)228-1352 Fax: (308)927-2455

## CREDIT APPLICATION

SECTION 1 – TYPE OF APPLICANT (Circle One) Sole Proprietor Partnership Corporation Limited Liability Company

SECTION 2 – INFORMATION REGARDING APPLICANT

Full Name (Last, First, Middle): \_\_\_\_\_ Birth/Incorporation Date: \_\_\_\_\_

Present Address: \_\_\_\_\_ SSN/Tax I.D. Number: \_\_\_\_\_

County: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Telephone: \_\_\_\_\_

Continuously farming since year: \_\_\_\_\_ Number of Acres: \_\_\_\_\_ County/Legal Description: \_\_\_\_\_

Livestock: [ ] Yes [ ] No Please check: [ ] Cattle [ ] Sheep [ ] Hogs County/Legal Description: \_\_\_\_\_

SECTION 3 – INFORMATION REGARDING JOINT APPLICANT (Use separate sheets if necessary.)

Full Name (Last, First, Middle): \_\_\_\_\_ Birth Date: \_\_\_\_\_ SSN/Tax ID: \_\_\_\_\_

Address: \_\_\_\_\_ Relationship to Applicant: \_\_\_\_\_

SECTION 4 – MARITAL STATUS (Circle One) (Unmarried includes single, divorced and widowed)

Applicant: Married Separated Unmarried Spouse Name: \_\_\_\_\_ SSN: \_\_\_\_\_

SECTION 5 – LIMITED FINANCIAL INFORMATION

Gross Farm/Business Income (most recent full year) \$	Applicant's Total Assets: \$
Amount of Annual Debt Service Payments: \$	Applicant's Total Liabilities: \$
List Names of Creditors and Amounts Owed to Each:	List Other Income and Source(s)(annual gross from sources other than farming): \$

SECTION 6 – CREDIT REFERENCES

Bank _____	Address _____	Phone _____	Account No. _____
Ref.2 _____	Address _____	Phone _____	Account No. _____
Ref.3 _____	Address _____	Phone _____	Account No. _____

SECTION 7 – ADDITIONAL INFORMATION

	<u>Applicant</u>	<u>Joint Applicant</u>		
Are there any judgments against you?	Yes _____	No _____	Yes _____	No _____
Have you declared bankruptcy in the last 10 years?	Yes _____	No _____	Yes _____	No _____
Are you a party to a lawsuit?	Yes _____	No _____	Yes _____	No _____
Are any of your taxes delinquent or under dispute?	Yes _____	No _____	Yes _____	No _____
Are you delinquent on any accounts payable, including cash rent?	Yes _____	No _____	Yes _____	No _____
Are you contingently liable (as a guarantor or otherwise) on any debts?	Yes _____	No _____	Yes _____	No _____
Does anyone possess a lien or security interest on your property?	Yes _____	No _____	Yes _____	No _____
Does anyone possess a lien or security interest on your crops?	Yes _____	No _____	Yes _____	No _____

If yes to any question, please explain and/or indicate the name and address of the party, and for what amounts? \_\_\_\_\_

**PATRON CONSENT:** The undersigned agrees that the amount of any allocation with respect to his or her patronage occurring after October 1, 1963, indicated in written notices of allocation received from the Cooperative, will be taken into account by him or her at their stated dollar amounts in the manner provided in 26 U.S.C. 1385(a) in the taxable year in which such written notices of allocation are received by him or her.

Everything that I have stated in this Application is correct as of the date listed below to the best of my knowledge. I understand that in making a decision on my Application you are relying on this information and, if accepted, this Application shall become part of the agreement between the parties. I understand that you will retain this Application whether or not it is approved. You are hereby authorized to check my credit and employment history and are released to ask and answer questions about my credit experience. I authorize you to send a copy of this Application to third parties so they may release any and all information with respect to my past credit/employment history and current credit/employment status. I understand and agree that a facsimile of this Application and my signature thereon shall be deemed an original.

Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_

Joint Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_

# AG VALLEY COOPERATIVE NONSTOCK

P.O. Box 68  
Edison, Nebraska 68936

## CREDIT AGREEMENT

Customer \_\_\_\_\_  
Address \_\_\_\_\_  
Route/Street City State Zip County

Social Security or Taxpayer Identification Number \_\_\_\_\_

Upon approval of credit for the Producer or Customer (the "Customer"), Ag Valley Cooperative Nonstock, Edison, Nebraska (the "Cooperative") will allow the Customer to make purchases of products and services on credit and Customer agrees to pay for the products in accordance with this Agreement.

**DUE DATE** All purchases on credit will be stated on the monthly invoice statement rendered by the Cooperative. The statements are due and payable in full by the 10th day of the month following the statement date.

**INTEREST CHARGE** Any invoice statement balance or portion thereof not paid within 30 days of the date of said statement will be subject to an interest charge of 1.33% per month. The minimum amount of such charge shall be \$.50 per month. Said interest charge will be assessed on the 30th day following the statement date.

**TERMINATION OF CREDIT** The Cooperative reserves the right to terminate credit sales at any time without prior notification. No amount of additional sales of products on credit will be allowed if the Customer account has a past due balance on the 20<sup>th</sup> day of the month following the purchase date.

**CHANGE IN TERMS** Credit terms may be changed at the discretion of the Cooperative including, but not limited to, changing the due date, changing the billing cycle, or on any other matter after notice of such change has been given to the Customer.

**INFORMATION RELEASE** Customer hereby authorizes and releases the Cooperative to obtain information from financial institutions or other persons or firms with which the Customer has established credit and further agrees to provide the Cooperative, when requested, with current financial information.

**DISPUTED STATEMENT** All invoices and statements rendered by the Cooperative will be conclusive as to the items purchased and charges therefor unless the Customer informs the Cooperative in writing of a dispute thereon within 30 days of the statement date.

**AGENT** The Customer shall identify for the Cooperative those persons authorized to make purchases of products and services on credit. Unless otherwise informed, the Cooperative shall be permitted to presume that all persons representing Customer are so authorized. Each of the undersigned (if more than one) shall be jointly and severally liable for all amounts owed to the Cooperative.

**GUARANTY** If the Customer is a corporation or other separate legal entity, each person executing this Agreement agrees to personally and unconditionally guarantee the prompt payment of all amounts due on the Customer's account and all other debts owed to the Cooperative.

**NO WAIVER RIGHTS** Neither an extension of time for payment granted to the Customer, if any, nor acceptance of partial payment by the Cooperative, if any, shall constitute a waiver of any right to full payment of all sums due and owing to the Cooperative by the Customer.

**RIGHT OF OFFSET** Customer agrees that the Cooperative may offset and apply any amounts it may from time to time owe the Customer for whatever reason against any unpaid past due balance or other debt of the Customer.

**LIEN INTEREST** Pursuant to the By-laws of the Cooperative and this Agreement, the Customer grants and the Cooperative possesses a first lien in the membership interests and other equities of any Customer in the Cooperative to the extent of any debts owing to the Cooperative. The Customer hereby acknowledges the Cooperative's lien interests and authorizes all necessary acts by the Cooperative to protect and enforce such lien interests.

Customer acknowledges receipt of the Cooperative's bylaws and board policies and agrees that such provisions are binding on Customer and the Cooperative.

Date \_\_\_\_\_ Accountholder Signature \_\_\_\_\_

Date \_\_\_\_\_ Joint Accountholder Signature \_\_\_\_\_