



No.

CREDIT APPLICATION
FARMERS COOPERATIVE

GENERAL OFFICE

PO BOX 1640

VAN BUREN, ARKANSAS 72957

PHONE (479) 474-6622 & FAX (479) 474-4787



www.todayscoop.com

Date _____

Last Name		First Name		M. I.	Date of Birth	Social Security Number	E Mail Address		
Type of Business Entity <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Cooperative & Chapter S Corp <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> DBA <input type="checkbox"/> Other: _____									
Complete Name of Company or Individual: _____									
Name Under Which Applicant Does Business: _____									
Corporation Officers/Partners/Members (if LLC)									
Contact/Title: _____			Buyer(s): _____						
Name/Title: _____			Address: _____						
Phone: _____			Email: _____						
State of Organization: _____			Federal Tax ID #: _____						
Present Address (Number and Street)				City		State		Zip	County
Directions to House if Rural Address or PO BOX								How Long at This Address?	
Phone Number () <input type="checkbox"/> Own <input type="checkbox"/> Rent/Lease <input type="checkbox"/> Live with Relatives						How Many Acres?		Military	In Reserve?
Name and Address of Landlord or Mortgage Holder						Phone Number			
Previous Address (Street, City and State)						How Long Did You Live There?			
Name and Address of Current Employer						Employer's Phone Number			
Applicant's Occupation		Time on Job		Applicant's Yearly Gross Income			No of Dependents		
Previous Employer's Name		Time on Previous Job?		Previous Employer's Address (Street, City and State)					
Alimony, Child Support or Separate Maintenance Income Need Not be Revealed if You Do Not Wish to Have It Considered As a Basis For Repaying This Obligation. Source of Other Income:								Other Monthly Income \$	
Bank Account No.		Name and Address		Bank Officer		Phone		Bank Account Types?	
Name and Address of Nearest Relative Who Does Not Live With You						Phone Number		Relationship	
Creditor's Names, Addresses and Account Numbers (List All Current Obligations)									
(1) Name		Address		City, State, Zip			Account Number		
(2) Name		Address		City, State, Zip			Account Number		
(3) Name		Address		City, State, Zip			Account Number		
Have You Ever Had a Car or Other Merchandise Repossessed? <input type="checkbox"/> No <input type="checkbox"/> Yes					Have You Ever Filed for Bankruptcy? <input type="checkbox"/> No <input type="checkbox"/> Yes If yes, when:				
Does Applicant Have Any Outstanding Judgments, Liens, or Pending Lawsuits? <input type="checkbox"/> No <input type="checkbox"/> Yes If Yes, Explain:					Are you Exempt from Sales Tax? <input type="checkbox"/> No <input type="checkbox"/> Yes If yes, list applicable State(s) and attach valid exemption form(s)				
Is Applicant Obligated to Make Alimony, Child Support or Maintenance Payments? <input type="checkbox"/> No <input type="checkbox"/> Yes If Yes, Amount to be Paid Per Month is \$									
Co-Applicant Name and Address (Separate Credit Application Required)									
Persons other than Account Holder Authorized to Charge on this Account:									
(1) Name		Address		City, State, Zip			Relationship to Account Holder		
(2) Name		Address		City, State, Zip			Relationship to Account Holder		
(3) Name		Address		City, State, Zip			Relationship to Account Holder		
(4) Name		Address		City, State, Zip			Relationship to Account Holder		
(5) Name		Address		City, State, Zip			Relationship to Account Holder		

BUSINESS INFORMATION – FARMER/RANCHER			
ACRES OWNED _____		ACRES RENTED/LEASED _____	TOTAL ACRES FARMED/RANCHED _____
CROPS FARMED	1. _____	TOTAL HEAD OF LIVESTOCK _____	
	2. _____	TYPE OF LIVESTOCK	
	3. _____	1. _____	
	4. _____	2. _____	
		3. _____	
Shipping Address (if different from above): _____			
Restricted Pesticide Permit #: _____		Expiration Date: _____	
CREDIT INFORMATION			
A. BANK REFERENCES (Where applicable, list bank providing Line of Credit, Loans and Checking, Banking References, Farm Credit)			
Bank Name	Address	Telephone	Account Number
1. _____			
2. _____			
B. TRADE REFERENCES			
Name	Address	Telephone	Account Number
1. _____			
2. _____			

CREDIT LIMITED REQUESTED: \$ _____

Attach most recent Financial Statement or Balance Sheet if credit limit is over \$50,000.00.

As used in this application, "applicant" means and includes (except as the context otherwise requires) each individual signing this Application as applicant or as a partner in applicant. Applicant hereby offers this information to Farmers Cooperative Association, aka Farmers Coop to induce consideration for credit. Applicant hereby acknowledges and agrees to all terms within this request. Applicant certifies that the information submitted is true and correct. Applicant understands that Farmers Coop may, in its sole discretion, grant credit, deny credit, decrease credit limits or increase credit limits. Applicant represents and warrants to Farmers Coop that all transactions will be solely for commercial purposes and will not be subject to any laws applicable only to consumer transactions, and applicant waives all requirements of any such laws. Applicant authorizes Farmers Coop to investigate applicant's credit background in connection with this Application and in connection with credit decisions made by Farmers Coop from time to time in the future. Such investigation may include information from Farmers Coop's own sources, including industry trade groups and associations, as well as information from sources provided by applicant. Applicant authorizes its band and any other institution or agency with which it has financial arrangements to release to farmers Coop financial and other information regarding applicant. Each individual signing this Application as applicant (if applicant is a sole proprietorship) or as a partner in applicant (if applicant is a partnership), authorizes Farmers Coop to obtain a consumer credit report on that individual and to use that report and all information contained therein or otherwise obtained from a consumer reporting agency in the credit evaluation process as Farmers Coop deems necessary or appropriate from time to time. Each such individual, further, instructs and authorizes any consumer reporting agency to furnish a consumer report on such individual to Farmers Coop. Execution and delivery of this document and all agreements entered into in connection with the transaction set forth herein (the "Agreements") by delivery of a facsimile or portable document format ("PDF") copy bearing the facsimile or PDF signature of any party hereto shall constitute a valid and binding execution and delivery of any of the Agreements by such party. Such facsimile and PDF copies shall constitute enforceable original documents.

Date: _____

Customer/Purchaser Signature

Customer/Purchaser Printed Name

Title

CREDIT SALES AND SERVICES AGREEMENT

IN CONSIDERATION of being extended credit, now or in the future, for purchases of products from Farmers Cooperative Association, a Arkansas Cooperative, aka Farmers Coop, the undersigned purchaser ("Purchaser"), having his (its) principal place of residence or business located at the address set forth below, agrees as follows:

1. To assume responsibility for payment of all purchases of products and services (hereinafter "Products" or "Services") made by the purchaser or his (its) agents for which credit is extended by Farmers Cooperative and to pay all applicable sales or similar taxes not collected and paid by Farmers Cooperative.
2. To avoid being assessed a time price differential ("Finance Charge"), the purchase price of each Product or Service must be paid in full and credited to purchaser's account within thirty (30) days from the date of Farmer's Cooperative's first monthly statement reflecting such purchase. Any such amount not paid within the timeframe set forth in this Paragraph 2 ("Remaining Balance") shall be assessed a Finance Charge.
3. A Finance Charge, computed at the rate shown in the following schedule, will be assessed and due on the Remaining Balance from the date of the first monthly statement reflecting such purchase until payment is received in full by Farmers Cooperative and credited to purchaser's account. The Finance Charge will be reflected beginning on the second monthly statement following the purchase of the Product(s) or Service(s) and will be reflected on each monthly statement thereafter until full payment has been credited to purchaser's account.

FIANCE CHARGE SCHEDULE

A periodic rate of 1.0% per month, which is an ANNUAL PERCENTAGE RATE equal to 12.0%, or the maximum rate allowed by Arkansas law (17%), whichever is less.

4. This Credit Sales and Services Agreement (hereinafter "Agreement") shall take effect when (i) the undersigned purchaser purchases Products and/or Services from Farmers Cooperative pursuant to this Agreement, and (ii) Farmers Cooperative extends credit to the Purchaser for that transaction.
5. All payments made by the purchaser will be applied as provided for in the remittance advice furnished by purchaser to Farmers Cooperative. In the event purchaser does not provide remittance advice, payments will be applied as Farmers Cooperative deems appropriate, in Farmers Cooperative's sole discretion.
6. In the event purchaser fails to make payments as required under Paragraph 2 of this Agreement, the account may be considered by Farmers Cooperative, at its option, to be in default, and Farmers Cooperative may elect to declare any amounts outstanding immediately due and payable, and the purchaser shall be responsible for the payment of all costs of collection incurred by Farmers Cooperative, including expenses and reasonable attorney's fees in such event, or in the event of any other legal action or other resolution proceeding.
7. Farmers Cooperative may, at any time, revoke the purchaser's privilege of purchasing on credit with respect to future purchases of Products or Services.
8. Purchaser may request from time to time that Farmers Cooperative deliver Product(s) at a location or address designated by or for purchaser and agrees to be responsible for the full payment for all such Products so delivered by Farmers Cooperative.
9. Purchaser signing this Agreement agrees to be responsible for and will make payment to Farmers Cooperative for all purchases of Products and Services pursuant to this Agreement, regardless of any change in the name, (re)organization, or any transfer in interest of the purchaser (i.e. any change(s) from the original status of the purchaser to or from an individual, partnership, corporation, trust, L.L.C., association or any other entity or legal structure). Purchaser shall promptly notify Farmers Cooperative in writing, by certified mail, return receipt requested, addressed to General Counsel, Farmers Cooperative, P.O. Box 1640, Van Buren, AR 72957 upon the occurrence of any such change(s) and the particulars thereof.
10. Farmers Cooperative may, at any time, add to or amend any of the provisions of this Agreement upon notice mailed to the purchaser at his last know address, and the purchase of Products or Services subsequent to the effective date of such amendment shall constitute an acknowledgement and acceptance by the purchaser of such amendment.
11. Farmers Cooperative or its designee is expressly authorized to investigate any references and other information furnished by the purchaser or by any other person or entity pertaining to the purchaser's creditworthiness including, but not limited to, obtaining an individual consumer report, from time to time.
12. **CONDITIONS OF SALE-LIMITED WARRANTY AND LIMITATION OF LIABILITY AND REMEDIES. It is understood and agreed that the following Conditions of Sale and Limitations of Warranty, Liability, and Remedies apply to purchases made by or on behalf of the purchaser.**
 - A. PRODUCTS OF OTHER MANUFACTURERS SOLD BY FARMERS COOPERATIVE.
Farmers Cooperative makes no warranty regarding products of other manufacturers sold by Farmers Cooperative and to the extent, if any, any warranty of the manufacturer inures by its terms to the benefit of the purchaser, the purchaser agrees to look only to the manufacturer as the sole and exclusive recourse.
 - B. FARMERS COOPERATIVE BRAND PRODUCTS.
The directions for use of Farmers Cooperative brand products reflect the opinion of experts based on trials, field use, and tests. The directions are believed to be reliable and should be followed carefully. However, it is impossible to eliminate all risks inherently

associated with the use of the products. Livestock injury, sickness, and/or death; Crop injury and/or death; ineffectiveness or other unintended consequences may result because of such factors as weather conditions, presence of other materials, or the manner of use or application, all of which are beyond the control of Farmers Cooperative or the seller. It is agreed that all such risks shall be assumed by the purchaser and user. Farmers Cooperative warrants that Farmers Cooperative brand products conform to the description(s) on the label of such products, subject to the inherent risks referred to above.

C. SEED.

The only warranty of Farmers Cooperative regarding seed is that the seed conforms to the label description on the date of the test shown on the label.

D. LIMITATIONS OF WARRANTY, LIABILITY AND REMEDIES.

NO WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING THE ABOVE GOODS OR THE PROVIDING OF SERVICES, EXCEPT THE EXPRESS WARRANTIES SET FORTH ABOVE, AND HEREBY DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS OF THE GOODS OR SERVICES FOR ANY PARTICULAR PURPOSE OR WARRANTY AGAINST INFRINGEMENT, AND NO SUCH WARRANTIES SHALL BE IMPLIED BY LAW OR OTHERWISE. THE EXCLUSIVE REMEDY AGAINST FARMERS COOPERATIVE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND/OR AFFILIATES FOR

ANY CAUSE OF ACTION BY OR ON BEHALF OF PURCHASER RELATING TO ANY RECOMMENDATION, SALE, HANDLING, USE OR PERFORMANCE OF THE ABOVE GOODS OR THE PROVIDING OF SERVICES OR ANY OTHER TRANSACTION RELATED THERETO IS A CLAIM FOR DAMAGES AND IN NO EVENT SHALL DAMAGES OR ANY OTHER RECOVERY OF ANY KIND AGAINST FARMERS COOPERATIVE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND/OR AFFILIATES EXCEED THE PRICE OF THE SPECIFIC GOODS OR SERVICES WHICH CAUSE THE ALLEGED LOSS, DAMAGE, INJURY OR OTHER CLAIM. NEITHER FARMERS COOPERATIVE NOR ANY SUCH OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND/OR AFFILIATES SHALL BE LIABLE AND ANY AND ALL CLAIMS AGAINST FARMERS COOPERATIVE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND/OR AFFILIATES ARE WAIVED FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR EXPENSES, OF ANY NATURE, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR INCOME, CROP OR LIVESTOCK OR PROPERTY LOSS OR DAMAGE, LABOR CHARGES AND FREIGHT CHARGES, WHETHER OR NOT BASED ON FARMERS COOPERATIVE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND/OR AFFILIATES' NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY IN TORT OR ANY OTHER CAUSE OF ACTION. NO LIABILITY HEREUNDER SHALL BE ASSERTED UNLESS ANY LOSS, DAMAGE, INJURY OR OTHER CLAIM IS REPORTED TO FARMERS COOPERATIVE IN WRITING WITHIN THIRTY (30) DAYS AFTER DISCOVERY, AND THE FAILURE TO GIVE NOTICE TO FARMERS COOPERATIVE OF ANY CLAIM WITHIN SUCH PERIOD SHALL CONSTITUTE AN ABSOLUTE UNCONDITIONAL WAIVER OF SUCH CLAIM.

13. Purchaser agrees that all Products and Services are purchased for purchaser's own use. To the extent, if any, purchaser's use of such Products and Services is for or involves others, purchaser agrees that Farmers Cooperative's Terms and Conditions of Sale – Limited Warranty and Limitation of Liability and Remedies found in paragraph 12 shall also apply to such third parties, and purchaser shall hold harmless and indemnify Farmers Cooperative for any loss in excess thereof.
14. Purchaser represents and warrants that all purchases of Products and Services are solely for commercial purposes and are not subject to any laws applicable only to consumer transactions, and purchaser waives all requirements of any such laws.
15. Farmers Cooperative may, from time to time, offset any obligation of the purchaser under this Agreement against any obligation for the payment of money Farmers Cooperative may have to the purchaser.
16. If any clause or provision of this Agreement is found to be invalid or is incapable of being enforced by any rule of law or public policy, all other clauses and provisions shall, nevertheless, remain in full force and effect. In the event that advances are made to purchaser under a promissory note made by purchaser in favor of Farmers Cooperative for the purpose of paying any amounts owed by purchaser to Farmers Cooperative hereunder, then to the extent that any such promissory note is unenforceable and/or uncollectible, in whole or in part, by Farmers Cooperative or its assignee(s) for any reason, the obligations of purchaser to Farmers Cooperative hereunder that would have been satisfied using any advances under such promissory note, shall not be vitiated or merged into or extinguished by such promissory note, and instead shall be enforceable and collectible in full pursuant to the terms hereof.
17. Purchaser may not assign its rights or obligations under this Agreement. Farmers Cooperative may assign its rights or obligations under this Agreement without further consent.
18. This Agreement shall be governed by Arkansas law without regard to choice of law rules. This Agreement constitutes the entire agreement with respect to the subject matter hereof and any oral representations are hereby superseded. In the event that the terms of this Agreement conflict with the terms of any other document or agreement between Farmers Cooperative and purchaser, the terms of this Agreement shall control.
19. Execution and delivery of this Agreement and all agreements entered into in connection with or arising out of the transactions contemplated by this Agreement by delivery of a facsimile or portable document format ("PDF") copy bearing the facsimile or PDF signature of any party hereto shall constitute a valid and binding execution and delivery of any of such agreements by such party. Such facsimile and PDF copies shall constitute enforceable original documents. ALL PROVISIONS UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, THE PROVISIONS OF PARAGRAPHS 2 AND 3 ABOVE, AND THE FOREGOING CONDITIONS OF SALE AND LIMITATIONS OF WARRANTY, LIABILITY, AND REMEDIES, MAY BE VARIED OR WAIVED ONLY BY AGREEMENT IN WRITING SIGNED BY A CREDIT MANAGER, DIRECTOR OF CRIT OR AN OFFICE OF FARMERS COOPERATIVE.

FARMERS COOPERATIVE ASSOCIATION

By: _____
M. Cody Flynn, General Counsel

Date: _____

APPLICANT/PURCHASER

Purchaser Name: _____

Physical Address: _____

By: _____
Signature

Date: _____

Printed Name: _____

Title: _____

By: _____
Signature

Date: _____

Printed Name: _____

Title: _____

FOR FARMERS COOPERATIVE CREDIT DEPARTMENT USE ONLY

Farmers Cooperative Location: _____

() END USER

() GOVERNMENT LOCAL/STATE

() GOVERNMENT - FEDERAL

() NEW ACCT.# _____ () NAME CHANGE, ACCT.# _____ () UPDATE, ACCT.# _____

() CREDIT APPROVED LIMIT: _____ () DECLINED BY/DATE: _____

COMMENTS: _____