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# BUSINESS CREDIT APPLICATION

All information given will be treated in a confidential manner.  
 Harvest Land Servicing Branch: \_\_\_\_\_

Mark all products / services you will be purchasing from Harvest Land Co-op.

- Propane       Home Heat Liquid Fuels       Farm / Commercial Liquid Fuels  
 Retail       Crops / Agronomy       Feed

Credit Limit Requested: \$ \_\_\_\_\_ Estimated Annual Purchases: \$ \_\_\_\_\_

Firm Name: \_\_\_\_\_ Business Phone: (\_\_\_\_) \_\_\_\_\_

Additional Trade Name: \_\_\_\_\_ Cell Phone: (\_\_\_\_) \_\_\_\_\_

Physical Address: \_\_\_\_\_ Federal Tax ID # \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_ County \_\_\_\_\_ Zip \_\_\_\_\_

Billing Address: \_\_\_\_\_ Email Address: \_\_\_\_\_

City: \_\_\_\_\_ State \_\_\_\_ County \_\_\_\_\_ Zip \_\_\_\_\_

Nature of Business: \_\_\_\_\_

- Corporation       LLC       Partnership       Proprietorship       Limited Partnership       Other

Date business established \_\_\_\_\_ If incorporated, State in which incorporated \_\_\_\_\_ Year \_\_\_\_\_

Person to contact regarding financial matters: Name \_\_\_\_\_ Title \_\_\_\_\_

Address: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

## NAMES OF OWNERS, PARTNERS, OR OFFICERS

a. Name \_\_\_\_\_ Title \_\_\_\_\_ Social Security# \_\_\_\_\_  
 Residence Address \_\_\_\_\_

b. Name \_\_\_\_\_ Title \_\_\_\_\_ Social Security# \_\_\_\_\_  
 Residence Address \_\_\_\_\_

## BANK REFERENCES

Bank Name \_\_\_\_\_ Branch \_\_\_\_\_

Address \_\_\_\_\_

Loan Officer \_\_\_\_\_

Bank Credit Line \$ \_\_\_\_\_ Secured?  Yes  No      Personal Guarantee?  Yes  No

Explain: \_\_\_\_\_

Checking Acct No. \_\_\_\_\_ Savings Acct No. \_\_\_\_\_ Loan Acct No. \_\_\_\_\_

## TRADE REFERENCES

a. Name \_\_\_\_\_ Fax: \_\_\_\_\_  
 Address \_\_\_\_\_ Phone: \_\_\_\_\_  
 Credit Mgr. \_\_\_\_\_

Annual Purchases \$ \_\_\_\_\_ Credit Line \$ \_\_\_\_\_ Balance Currently Owed \$ \_\_\_\_\_

Secured?  Yes  No      Explain: \_\_\_\_\_

b. Name \_\_\_\_\_ Fax: \_\_\_\_\_  
 Address \_\_\_\_\_ Phone: \_\_\_\_\_  
 Credit Mgr. \_\_\_\_\_

Annual Purchases \$ \_\_\_\_\_ Credit Line \$ \_\_\_\_\_ Balance Currently Owed \$ \_\_\_\_\_

Secured?  Yes  No      Explain: \_\_\_\_\_

The following are authorized to charge on this account on behalf of the applicant: \_\_\_\_\_

**BUSINESS CREDIT APPLICATION, CON'T.**

The undersigned applicant ("Applicant") has delivered this credit application (the "Credit Application") to Harvest Land Co-op Inc. ("Harvest Land") to induce Harvest Land to extend credit to the Applicant. The Applicant understands that Harvest Land will rely on the truth, accuracy, and completeness of this Credit Application. The Applicant certifies that the information on this Credit Application is true, complete and correct. The Applicant also acknowledges that it is required to inform Harvest Land, in writing, of any material changes to the information on this Credit Application. The Applicant hereby authorizes Harvest Land to investigate Applicant's credit record and report to proper persons and bureaus regard Applicant's performance under any credit relationship with Harvest Land.

By accepting this Credit Application for review, Harvest Land is under no obligation to extend credit to Applicant. In the event Harvest Land does extend credit to Applicant, it may cease doing so at any time and for any reason. APPLICANT ACKNOWLEDGES THAT IN THE EVENT HARVEST LAND DOES EXTEND CREDIT TO APPLICANT, ALL SUCH EXTENSIONS OF CREDIT SHALL BE GOVERNED BY, AND APPLICANT SHALL BE BOUND BY, THE FOLLOWING TERMS AND CONDITIONS.

**TERMS AND CONDITIONS**

- 1. PAYMENT TERMS.** Applicant agrees to pay the balance due to Harvest Land for the provision of goods or service by the due date set forth on the invoice. All Harvest Land Co-op, Inc. ("Harvest Land") products are sold FOB shipping point. Payment terms are calculated from invoice date.
- 2. FINANCE CHARGE.** A finance charge of the lesser of 1.75% per month or the highest rate allowed by law (the "Finance Charge") will be charged on all past due balances and Applicant agrees to be responsible for and pay the Finance Charge. The Finance Charge is computed on the "Average Daily Balance" as it appears on Applicant's account statement.
- 3. INVOICE TERMS.** Applicant shall abide and be bound by any terms of sale contained on invoices from Harvest Land.
- 4. COSTS AND ATTORNEY FEES.** Applicant will pay such costs, collection agency commissions, expenses and reasonable attorney fees (including without limitation, at trial and on appeal) as Harvest Land may incur in any manner of collection of any sums past due, without relief from valuation and appraisal laws.
- 5. SECURITY.** In addition to any other security that Applicant may grant Harvest Land, Applicant hereby grants Harvest Land a security interest in Applicant's equipment, contract rights, crops, inventories, receivables, and proceeds of sales as collateral to secure Applicant's performance of Applicant's obligations to Harvest Land. The Applicant authorizes Harvest Land to file a UCC-1 financing statement without Applicant's signature.
- 6. GOVERNING LAW; VENUE; AND JURISDICTION.** This Credit Application, any credit extended pursuant to this Credit Application, and any transactions where Applicant purchases goods and services from Harvest Land shall be governed by the laws of the State of Indiana. Applicant hereby agrees that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with this agreement shall be brought in the state courts having subject matter jurisdiction over such actions in Wayne County, Indiana. Applicant hereby irrevocably consents to the exclusive jurisdiction of such courts in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of venue in any such suit, action or proceeding in any such court or that any such suit, action or proceeding has been brought in an inconvenient forum.

Date: \_\_\_\_\_

Name of Applicant: \_\_\_\_\_

By: \_\_\_\_\_,  
Name Title

I, \_\_\_\_\_, request and allow Harvest Land Co-op Inc. or its subsidiary to investigate my personal credit history for the purpose of extension of credit to \_\_\_\_\_ (Business Name).  
Personally \_\_\_\_\_

**BUSINESS CREDIT APPLICATION, CON'T.**

**UNCONDITIONAL PERSONAL GUARANTY**

This Unconditional Guaranty shall be governed by the laws of the State of Indiana. The undersigned hereby agrees that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with this agreement shall be brought in the state courts having subject matter jurisdiction over such actions in Wayne County, Indiana. The undersigned hereby irrevocably consents to the exclusive jurisdiction of such courts in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of venue in any such suit, action or proceeding in any such court or that any such suit, action or proceeding has been brought in an inconvenient forum.

THE UNDERSIGNED AND HARVEST LAND COP OP, INC. (BY ITS ACCEPTANCE HEREOF) HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) BETWEEN OR AMONG THE UNDERSIGNED AND HARVEST LAND COP OP, INC. ARISING OUT OF OR IN ANY WAY RELATED TO THIS DOCUMENT OR ANY OTHER RELATED DOCUMENT. THIS PROVISION IS A MATERIAL INDUCEMENT TO HARVEST LAND TO PROVIDE THE FINANCING DESCRIBED HEREIN OR IN THE OTHER RELATED DOCUMENTS.

- 1.  I/we wish to personally guarantee to our Harvest Land Cop op Inc. Business Account (If marked, complete number 3)
- 2.  I/we **do not** wish to provide a personal guarantee to our Harvest Land Cop op Inc. Business Account (If marked, go to number 4)

3. Unconditional Personal Guaranty	
_____	_____
Signature	Signature

4. No Guaranty Provided	
_____	_____
Signature	Signature

<b>FOR OFFICE USE ONLY</b>			
Dept. _____	Approved	Disapproved	Date: _____
Amount \$ _____	By: _____		