



# Account Application

## Applicant Information

**\*\*If applicant is a partnership, corporation, or LLC, please provide the following information for each of the members. Attach additional sheets as needed.**

Credit Limit Requested: \$		Total Crop Acres	Please check all crops raised: <input type="checkbox"/> Corn <input type="checkbox"/> Beans <input type="checkbox"/> Beets <input type="checkbox"/> Wheat <input type="checkbox"/> Other _____	
<input type="checkbox"/> Grower <input type="checkbox"/> Retailer	Name**		<input type="checkbox"/> Individual <input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership <input type="checkbox"/> LLC
Physical Address		City	State	Zip
Phone Number	Cell Phone Number (Optional)	Social Security Number	Date of Birth	
Other Employment (if applicable)			How Long	

## Restricted Use License Information

Name as it appears on your license	License # as it appears on your license	State	Expiration Date
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## Authorized Agents (Anybody who may obtain account information or pick up Restricted Use Pesticides on behalf of the license holder)

Full Name	Relationship	Address	City	State	Zip	Phone #
<b>Example: John Doe</b>	<b>Brother</b>	<b>123 Barn Ave</b>	<b>Farmville</b>	<b>ND</b>	<b>98765</b>	<b>(123) 456-7890</b>

## Co-Applicant Information (if applicable)

Name				
Address		City	State	Zip
Phone Number	Cell Phone Number (Optional)	Social Security Number	Date of Birth	
Other Employment (if applicable)			How Long	

## Bank Reference

Name of Bank			
Address		City	State      Zip
Contact Person	Phone Number	Fax Number	

## Business Reference

Name of Business			
Address		City	State      Zip
Contact Person	Phone Number	Fax Number	

You agree that the following terms will govern any purchases made which are charged to any charge account that you may have with Central Plains Ag Services.

1. In this agreement "you" and "your" is the applicant(s), and "we" or "our" is Central Plains Ag Services.
2. You will pay the entire balance showing on your account statement by the Payment Due Date and you understand that if any portion of your balance remains unpaid beyond that date, your credit privileges may be suspended or revoked.
3. You agree that an interest or finance charge of 1.5%, which is an annual percentage rate of 18% per year, will be applied to that part of any balance that resulted from purchases made during a calendar month, but not paid before the 10<sup>th</sup> of the following month plus any previous balance, that remained unpaid. The minimum charge is \$1.00 per month. Interest may be compounded at our discretion.
4. If the account is not paid in full by due date, the account may be classified as delinquent and no further credit shall be extended until the account is paid in full. In addition to the finance charges outlined above (term 3), **Accounts deemed delinquent will be assessed a delinquency fee of 5% per delinquent transaction.**
5. Payments shall be applied first to the unpaid finance or interest charge, then to the remaining outstanding balance.
6. You shall be liable for the payment of all our collection costs, court costs, and attorney's fees to pursue payment of your debt in the event that payment is not received when due.
7. The terms and conditions of this document may be amended in writing by the agreement of all parties. Such amendments shall not affect your charges or other debt incurred prior to the amendment.
8. If applying for a Joint Account, both of us agree to be bound by the terms of this agreement and each of us agree to be jointly and severally liable for payment of all purchases or charges made under this agreement.
9. You shall have the right to limit or terminate your charge account, but termination shall not affect your obligation to pay any existing balance. We may, at our option, declare the entire balance due and payable at any time.
10. This agreement shall be construed as having been delivered in the State of Minnesota and shall be construed in accordance with the laws of the State of Minnesota. All parties hereto expressly agree that venue shall be in the State of Minnesota, County of Clay only, and the undersigned hereby consents to the jurisdiction of the Courts of the State of Minnesota, County of Clay, and the U.S. District for the District of Minnesota.
11. We are not bound by any notation of "paid in full" or otherwise that accompanies any payment if the payment is not for the total amount owed at that time. Any agreement for a lesser amount than what is owed must be expressly agreed to by Central Plains Ag Services in a written Agreement signed by Central Plains Ag Services' General Manager.
12. We are not liable for any consequential or special damages of any kind and the implied warranty of merchantability and of fitness for a particular purpose are waived by you.
13. You authorize us to collect information on you including, but not limited to bank references, trade credit references, and/or commercial credit reports. You further authorize us to release information about our credit experiences with you.

IN COMPLIANCE WITH THE FAIR CREDIT REPORTING ACT, THIS IS TO INFORM YOU THAT YOU ARE AUTHORIZING THIS ORGANIZATION AND/OR ITS SUPPLIERS TO OBTAIN A CONSUMER AND/OR BUSINESS PROFILE CREDIT REPORT. YOU HAVE THE RIGHT TO DISPUTE THE INFORMATION ON THIS REPORT AND REQUEST ADDITIONAL DISCLOSURES PROVIDED UNDER SECTION 606§1681d(b) OF THE FAIR CREDIT REPORTING ACT, AND A WRITTEN SUMMARY OF YOUR RIGHTS PURSUANT TO SECTION 609(c). YOU MAY DO THIS BY CONTACTING THE PROVIDER OF THE INFORMATION. PLEASE CALL ONECREDITSOURCE.COM, LLC AT PHONE # 1 800 905-9678 AND YOU WILL BE DIRECTED TO THE PROPER CREDIT REPORTING AGENCY OR ASSISTED IN YOUR INQUIRY. THIS ORGANIZATION IS NOT ALLOWED TO GIVE YOU A COPY OF YOUR CREDIT REPORT. YOU ALSO RELEASE FROM LIABILITY ANY PERSONS INVOLVED IN THE CREDIT INVESTIGATION.

#### PERSONAL GUARANTEE

The undersigned hereby personally guarantees payment to CENTRAL PLAINS AG SERVICES of all obligations which guarantor or any business entity guarantor has an interest in and payment when due of all sums presently or hereafter owing by Guarantor to CENTRAL PLAINS AG SERVICES. Guarantor agrees to indemnify CENTRAL PLAINS AG SERVICES against any losses CENTRAL PLAINS AG SERVICES may sustain and expenses CENTRAL PLAINS AG SERVICES may incur as a result of any failure of Guarantor to perform including reasonable attorneys' fees and all costs and other expenses incurred in collecting or compromising any indebtedness of debtor guaranteed hereunder or in enforcing this guaranty against guarantor. This shall be a continuing Guaranty. Diligence, Demand, Protest or notice of any kind is waived. It shall remain in full force until guarantor delivers to CENTRAL PLAINS AG SERVICES written notice revoking it as to indebtedness incurred subsequent to such delivery. Such delivery shall not affect any of guarantors obligations hereunder with respect to indebtedness heretofore incurred.

**The undersigned personal guarantor, recognizing that his or her individual credit history may be a necessary factor in the evaluation of this personal guarantee, hereby consents to and authorizes the use of a consumer credit report on the undersigned, by Central Plains Ag Services, from time to time as may be needed, in the credit evaluation process. We hereby apply for credit and affirm financial responsibility, ability and willingness to pay invoices in accordance with published terms. The above information is warranted to be true and complete.**

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Sign Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sign Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

The Federal Equal Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has, in good faith, exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with law concerning this credit is the Federal Trade Commission, Division of Credit Practices, 6th and Pennsylvania Avenue, NW, Washington, D.C. 20580.