



☐ Ag Grower
☐ Other

☐ Landlord

CREDIT APPLICATION AND AGREEMENT

If there is insufficient space to provide the requested information, please supply the information on separate attached schedules.

GPA Loc. and #: _____		Salesperson name: _____		Customer #: _____	
Applicant Full Legal Name: _____		SS#: _____		DOB: _____	
D.B.A.: _____		Yrs at Address: _____		Marital Status: ☐ Married ☐ Single	
Mailing Address: _____		City: _____		State: _____ Zip: _____	
Physical Address (if different) _____		City: _____		State: _____ Zip: _____	
E-Mail Address: _____		Phone: _____		County of Residence: _____	
Co-Applicant Full Legal Name: _____		SS#: _____		DOB: _____	
D.B.A.: _____		Yrs at Address: _____		Marital Status: ☐ Married ☐ Single	
Mailing Address: _____		City: _____		State: _____ Zip: _____	
Physical Address (if different) _____		City: _____		State: _____ Zip: _____	
E-Mail Address: _____		Phone: _____		County of Residence: _____	
Is Applicant tax-exempt: ☐ Yes ☐ No		If yes, tax-exempt certificate must accompany this application.			
Business Setup: ☐ Proprietorship ☐ Corporation ☐ LLC / LLP ☐ Partnership ☐ Limited ☐ General ☐ Trust					
Federal ID # _____		State Incorporated in: _____		Date Incorporated: _____	
Business Phone: _____		Fax: _____		Years Owned Business: _____	
Do you require PO #: ☐ Yes ☐ No		Authorized Person: _____			
Corporation Officers / Partners		Address		Phone SSN	
1.)					
Farming: ☐ Full-Time ☐ Part-Time		# of Years Farming: _____		Counties Crops are Grown: _____	
Off Farm Income: \$ _____		Source: _____		Restricted Use Permit # _____	
Other Business Involvement: _____		JDF # _____			
Date of last Financial Statement: _____		Total Assets: _____		Total Liabilities: _____	
Source of Operating Funds: ☐ Bank ☐ Farm Credit Services ☐ Farm Services Agency ☐ Self ☐ Other					
Name: _____		Account Number: _____			
Address: _____		City: _____		State: _____ Zip: _____	
Phone: _____		Fax: _____		Loan Officer: _____	
Operating Line Amount Approved: \$ _____		Current Balance: \$ _____			
Crop Insurance: Agent/Agency Name: _____		Phone : _____			
Address: _____		City: _____		State: _____ Zip: _____	
Has Applicant(s) ever filed bankruptcy: ☐ Yes ☐ No		If Yes - Year: _____		Chapter: _____ Status: _____	
Trades:					
Current / Previous Supplier: _____		Phone: _____		Fax: _____	
Address: _____					
Farming Info: Acres Farmed: _____		Owned: _____		Rented: _____ Custom: _____	
Corn Acres: _____		Bean Acres: _____		Cotton Acres: _____	
		Rice Acres: _____		Other Crop: _____ Acres: _____	
Est Annual Req.: Fert: \$ _____		Chem: \$ _____		Seed: \$ _____ Other: \$ _____	
Cattle: Dairy Herd Size: _____		Milk Production (Avg. #/month): _____		Beef Herd Size: _____	
Processor: _____		City: _____		Phone: _____	
CREDIT REQUEST:		Limit: \$ _____			
		Branch Manager: _____ Date: _____			

COMMERCIAL CREDIT AGREEMENT/TERMS AND CONDITIONS

Commercial Credit Agreement and Sales and Terms Conditions for the sale of Fertilizer, Chemicals, Seed and Related Products and Services for Business Purposes ONLY from GreenPoint Ag Holdings, LLC or any subsidiaries, affiliates, parent companies, or any companies which have been purchased or otherwise acquired by GreenPoint Ag Holdings, LLC are as follows: All sales made by GreenPoint AG, LLC or any successor entity (collectively "GPA") to Applicant are due and payable upon delivery whether to Applicant or to an applicator on behalf of the Applicant, except for sales on accounts which have established a credit relationship with GPA ("Credit Sales"). Applicant agrees and acknowledges that the delivery of agriculture products ("Products") to an applicator is deemed to be delivery to and acceptance by Applicant. Unless other written documents signed by GPA state otherwise, all Credit Sales are due and payable in full by the due date according to the terms of sale specified on the invoice. No terms or conditions of any sale different from GPA terms of sale will become part of any agreement unless approved in writing by GPA. A finance charge of the lesser of 1.5% per month (18% Annual Percentage Rate) or the highest amount permitted by applicable law may be assessed against sales which have not been paid in accordance with the payment terms under the invoice(s) or other documents. Applicant agrees that all other terms and conditions of sale shall be governed by the label, invoice, or other document which may be sent to Applicant after delivery of the Products. For those accounts which incur finance charges, GPA may apply payments or credits first to finance charges and subsequently to outstanding invoice balances at the discretion of GPA.

Upon GPA approval, GPA will assign Applicant a maximum credit amount ("Credit Limit"). Applicant agrees to provide GPA with a current financial statement, upon GPA's request which Applicant represents accurately states Applicant's financial condition as of the date of such financial statement. Applicant understands and agrees that GPA will rely on the accuracy of the financial information provided by Applicant in deciding whether to extend credit and in setting a Credit Limit. Should the account balance exceed any established Credit Limit, liability for payment additionally extends to the entire balance. GPA has the right to reduce the Credit Limit and/or withdraw credit under this Credit Application and Agreement at any time without prior notice, except as otherwise provided by law. GPA reserves the right to revoke credit or demand full payment if Applicant fails to pay any amount owing when due or, if in the sole discretion of GPA, there has been an adverse change in the Applicant's ability to repay credit extended by GPA, whereupon GPA shall have the right to demand payment or seek any other assurance which it deems adequate; GPA is hereby further authorized by Applicant to file any lien available to vendors and/or applicators of Products in the manner provided by applicable law notwithstanding the terms of invoices or other documents in existence at the time of an event of default. Default by Applicant under this or any other agreement between Applicant and GPA shall constitute a default under all agreements between Applicant and GPA. GPA does not waive its rights by accepting late payments or otherwise altering any payment terms. Applicant further agree that it is not necessary for invoices to be signed, and specifically waive any defense regarding any unsigned invoices to include invoices regarding custom spreading or application.

Applicant acknowledges and agrees that the terms and conditions of this Credit Application and Agreement equally apply to any successor of GPA.

This Credit Application and Agreement shall be governed and construed in accordance with the laws of the State where the application is executed. If any provision contained in this Credit Application and Agreement is determined by a court to be in conflict with applicable law or void for any reason, that provision shall be considered changed, severed or omitted to conform to such law, but all other provisions of this Credit Application and Agreement shall remain in full force and effect. Nothing in this Credit Application and Agreement shall be deemed to limit GPA's collection rights or remedies. Should it become necessary to place this account with a collection agency or attorney for collection, Applicant agrees to pay all collection agency costs, attorney's fees and court costs in addition to all other sums due. GPA AND APPLICANT HERBY EXPRESSLY WAIVE AND RELINQUISH THEIR RIGHTS TO A TRIAL BY JURY, WITH RESPECT TO ANY LITIGATION ARISING UNDER, RELATED TO OR IN ANYWAY CONNECTED WITH THIS CREDIT APPLICATION AND AGREEMENT, INCLUDING BUT NOT LIMITED TO COLLECTION ACTIONS, PRODUCT PERFORMANCE OR EFFICACY CLAIMS, CLAIMS OF DEFECTIVE PRODUCT, CLAIMS PERTAINING TO THE EXTENSION OF CREDIT OR REFUSAL TO EXTEND CREDIT, AS WELL AS ALL OTHER CLAIMS WHETHER ARISING UNDER TORT, CONTRACT OR OTHERWISE.

Applicant understands that certain warranty limitations and disclaimers are contained on the labels of product sold by GPA and on GPA's invoices. APPLICANT UNDERSTANDS THAT IN THE EVENT OF A DISPUTE, SUCH WARRANTY LIMITATIONS AND/OR DISCLAIMERS MAY LIMIT APPLICANT TO A REFUND OF THE PURCHASE PRICE OR APPLICANT'S OBLIGATION TO REPAY CREDIT EXTENDED BY GPA FOR ANY PORTION OF THE PURCHASE PRICE, AND APPLICANT AGREES THESE ARE REASONABLE LIMITATIONS. Applicant also acknowledges that neither GPA nor the manufacturer assume any duty to Applicant in the event that any of their respective employees or representatives make a recommendation as to the selection, application or the use of a specific product and that any such recommendation is without consideration and is informational only. Applicant agrees that applicant is solely responsible for the ultimate selection, purchase, application or use of all products purchased from GPA.

IMPORTANT NOTICE - EQUAL CREDIT OPPORTUNITY ACT NOTICE:

The Federal Equal Credit 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 programs, or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act to the extent it would apply. Applicant represents to GPA that it intends to use products financed by GPA under this Credit Application and Agreement in Applicant's business operations and not for personal, family or household purposes.

The undersigned, being either the Applicant or an individual duly authorized to act on behalf of the Applicant, offers this information to GPA to induce consideration for credit. The undersigned hereby acknowledges and agrees to all terms and conditions of this Credit Application and Agreement and to the invoice terms for the sale of Products. The undersigned certifies the information is true and correct. **I/we authorize GPA to contact the financing and business references provided, any other agency with which I/we have financial arrangements, and other sources as deemed necessary by GPA, all past or present creditors for the purpose of establishing an account with GPA, and to update any and all references, including my/our most recent financial statement, as determined necessary by GPA, in its sole discretion.**

The undersigned individual who is either an authorized principal of the credit Applicant or a sole proprietorship, recognizing that his or her individual credit history may be a factor in the evaluation of the credit worthiness of the Applicant, hereby consents to and authorizes GPA to obtain and utilize a personal credit report, from time to time as deemed necessary by GPA in its sole discretion, in the credit evaluation process.

The undersigned, on his/her own behalf and on behalf of the Applicant, hereby authorizes GPA to provide a copy of this agreement to such parties as evidence of Applicant's consent to release such information.

Type or Print Names/Title	Date	Name
		Signature
		Signature

GUARANTY

The undersigned individual guarantor(s) hereby unconditionally guarantees the payment and performance of, and assumes personal liability for, the payment and performance of all obligations due and owing GPA, whether incurred prior to, or following execution of the Guaranty, for materials and services provided to the Applicant pursuant to this Credit Application and Agreement. The undersigned further agrees to pay all of GPA's collection expenses and reasonable attorneys fees, as listed above, in endeavoring to collect such Applicant's obligations. This guaranty is absolute, unconditional and continuing and shall remain in effect until the Applicant's obligations have been paid, performed and discharged in full. The death of the guarantor shall not terminate the guaranty.

The undersigned personal guarantor(s), recognizing that his or her individual credit history may be a necessary factor in the evaluation of this personal guaranty, hereby consent(s) to and authorize(s) GPA to obtain and utilize a personal credit or asset report from time to time as deemed necessary by GPA in its sole discretion, in the credit evaluation process.

Type or Print Names	Date	Guarantor
		Signature
		Signature