

# CREDIT APPLICATION

**Frenchman Valley Farmers Cooperative, Inc.**  
 202 Broadway Street; PO Box 578  
 Imperial, NE 69033  
 308-882-3200

Internal Use
FVC Location
FVC Employee

Applicant:		Social Security/Tax ID #:		
Co-Applicant:		Social Security/Tax ID #:		
Amount of Credit Requested:				
Address:		Own [ ]	Rent [ ]	How Long:
City:	State:	Zip:		
Home Phone:		Cell Phone:		
Previous Address:		How Long:		
Employer:	Phone No.		How Long:	
Email Address:	Email Invoices:	Yes [ ]	No [ ]	Online Access:
	Email Statements:	Yes [ ]	No [ ]	www.fvcoop.com

**TAX EXEMPT:**      Yes [ ]      No [ ]      **IF YES, PLEASE SUPPLY EXEMPTION FORMS**

Account Type:      Propane/Fuel [ ]      Agronomy [ ]      Grain [ ]      Feed [ ]

Business Entity:      Individual [ ]      \*Corporation [ ]      \*Partnership [ ]      \*LLC/Other [ ]

**\*If applicant is a corporation, partnership, LLC or other non-personal entity, you must list owners or principals and related information below:**

Name	Address, City, State, Zip	SS#	Birthdate	Ownership

Has the Applicant or any owner, principal, officer, or any member been subject to any judgments, collections, liens, or unpaid taxes within the last 7 years? Yes [ ] No [ ] If yes, give details: \_\_\_\_\_

Has the Applicant or any owner, principal, officer, or any member filed for bankruptcy within the last 7 years? Yes [ ] No [ ] If yes, please provide details? \_\_\_\_\_

*Please list the name of your bank and/or lending agency and two (2) credit references.*

**Bank/Lender** \_\_\_\_\_

Address \_\_\_\_\_ fax #: \_\_\_\_\_  
 City, State, Zip \_\_\_\_\_ phone #: \_\_\_\_\_

**Reference** \_\_\_\_\_

Address \_\_\_\_\_ fax #: \_\_\_\_\_  
 City, State, Zip \_\_\_\_\_ phone #: \_\_\_\_\_

**Reference** \_\_\_\_\_

Address \_\_\_\_\_ fax #: \_\_\_\_\_  
 City, State, Zip \_\_\_\_\_ phone #: \_\_\_\_\_

# CREDIT INQUIRY AUTHORIZATION AND ACKNOWLEDGEMENT

The undersigned consents to a consumer credit report being issued to Frenchman Valley Farmers Cooperative, Inc. for the purpose of conducting its credit investigation and determining Applicant's creditworthiness,

**THE UNDERSIGNED APPLICANT WARRANTS THAT THE INFORMATION PROVIDED IN THIS CREDIT APPLICATION, INCLUDING THE INFORMATION PROVIDED ON THE REVERSE SIDE, IS TRUE AND ACCURATE IN ALL REPECTS.**

## Applicant (if individual)

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

Signature: \_\_\_\_\_

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

Social Security Number: \_\_\_\_\_

## Co-Applicant

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Social Security Number: \_\_\_\_\_

## Applicant (if business entity)

Name: \_\_\_\_\_  
Print – Applicant Name

By: \_\_\_\_\_  
Signature of Officer

Name: \_\_\_\_\_  
Print – Name of Officer

Title: \_\_\_\_\_

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

Tax ID #: \_\_\_\_\_

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## PERSONAL CREDIT INQUIRY AUTHORIZATION (For Business Entity Credit Applications Only)

The undersigned consents to a personal consumer credit report being issued to Frenchman Valley Farmers Cooperative, Inc. for the purpose of conducting its credit investigation and determining Applicant's creditworthiness. A signature and social security number are necessary for this authorization.

Principal/Owner of Applicant

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_, Personally

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

Social Security Number: \_\_\_\_\_

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## FOR CREDIT DEPARTMENT USE

Credit Approved

Credit Denied

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## Frenchman Valley Farmers Cooperative, Inc.

By: \_\_\_\_\_

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

# CREDIT AGREEMENT

*Frenchman Valley Farmers Cooperative, Inc.*

*202 Broadway Street; PO Box 578*

*Imperial, NE 69033*

## Credit Agreement

All sales made by Frenchman Valley Farmers Cooperative, Inc. (Imperial, Nebraska) (the "Cooperative") to the Applicant are due and payable upon delivery whether to Applicant or to an applicator on behalf of Applicant, except for sales on accounts which have established a credit relationship with the Cooperative ("Credit Sales"). Applicant agrees and acknowledges that delivery of goods and/or services (collectively "Products") to a representative, agent or applicator is deemed to be a delivery to and acceptance by Applicant. Unless other written documents signed by the Cooperative state otherwise, all Credit Sales are due and payable in full within 30 days of the date of the invoice. No terms or conditions of any sale different from the Cooperative's terms of sale will become part of any agreement unless approved in writing by the Cooperative. A finance charge at an annual percentage rate of 16% will accrue on a per diem basis and be assessed against sales which have not been timely paid. Applicant agrees that all other terms and conditions of sale shall be governed by the Cooperative's credit policies. For those accounts which incur finance charges, the Cooperative may apply payments or credits first to finance charges and subsequently to outstanding invoice balances at the discretion of the Cooperative.

Upon the Cooperative's approval, the Cooperative will assign Applicant a maximum credit amount ("Credit Limit"). Applicant agrees to provide the Cooperative with a current financial statement, upon the Cooperative's request, which Applicant represents accurately states Applicant's financial condition as of the date of such financial statement and Applicant understands that the Cooperative will rely on the accuracy of the financial information in deciding to extend credit and set a Credit limit. Should the account balance exceed any established Credit Limit, liability for payment additionally extends to the entire balance. The Cooperative has the right to reduce the Credit Limit and/or withdraw credit under this Credit Agreement at any time without prior notice, except as otherwise provided by the law. The Cooperative reserves the right to revoke credit or demand full payment if Applicant fails to pay when due or, if in the sole discretion of the Cooperative, there has been an adverse change in buyer's ability to repay credit extended by the Cooperative, whereupon the Cooperative shall have the right to demand payment or other assurance which is deemed adequate, and the Cooperative is hereby authorized to file any lien available to vendors and/or applicators of Products in the manner provided by applicable law notwithstanding the terms of agreements between Applicant and the Cooperative. The Cooperative does not waive its rights by accepting late payments.

This Credit Agreement shall be governed and construed in accordance with the laws of the State of Nebraska. If any provision contained in this Credit Agreement is determined by a court to be in conflict with applicable law, that provision shall be considered changed or omitted to conform to such law, but all other provisions of this Agreement shall remain in full force and effect. Nothing in this Agreement shall be deemed to limit the Cooperative's collection rights or remedies. Applicant agrees to pay reasonable attorney fees and costs of collection. **THIS CREDIT AGREEMENT, INCLUDING ANY COLLECTION ACTIONS, AND PRODUCT EFFICACY CLAIMS, MAY BE ENFORCED IN ANY COURT OF APPROPRIATE JURISDICTION SITTING IN CHASE COUNTY, NEBRASKA AND APPLICANT WAIVES ANY ARGUMENT THAT SUCH FORUM IS NOT CONVENIENT. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, THE COOPERATIVE AND APPLICANT WAIVE THEIR RIGHTS TO ANY JURY TRIAL WITH RESPECT TO ANY LITIGATION ARISING UNDER OR IN CONNECTION WITH THIS CREDIT AGREEMENT WITH CREDIT SALES BETWEEN APPLICANT AND THE COOPERATIVE.**

Applicant agrees to be bound by the terms of the warranty limitations and the disclaimers contained on any product labels and invoices. **APPLICANT UNDERSTANDS SUCH DISCLAIMERS LIMIT ANY RIGHT TO A REFUND OF THE PURCHASE PRICE OR APPLICANT'S OBLIGATION TO REPAY CREDIT EXTENDED BY THE COOPERATIVE FOR ANY PORTION OF THE PURCHASE PRICE, AND APPLICANT AGREES THIS IS A REASONABLE LIMITATION.** Applicant also acknowledges that the Cooperative assumes no duty to Applicant in the event that any of its representatives make a recommendation as to the selection, application or use of a Product and that any such recommendation is without consideration and informational only. Applicant shall be solely responsible for the ultimate selection, application or use of all Products purchased from the Cooperative. Applicant represents to the Cooperative that it intends to use Products financed by the Cooperative under this 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 authorized to act on behalf of the Applicant, offers this information to the Cooperative to induce consideration for credit. The undersigned hereby acknowledge and agree to all terms and conditions of this Credit Application and Agreement and to the Cooperative's bylaws and credit policies, as amended from time to time. The undersigned certifies the information submitted is true and correct and authorizes the Cooperative to verify any information deemed necessary to make a credit determination. The Applicant further authorizes the Cooperative to request and obtain a copy of the Applicant's most recent financial statements, if available, from its bank, other agency, or accountant to support application information. The undersigned individual who is either a principal of the Applicant or a sole proprietor, recognizing that his or her individual credit history may be a factor in the evaluation of the creditworthiness of the Applicant, hereby consents to and authorizes the use of a credit report on the undersigned by the Cooperative, from time to time as may be needed, in the credit evaluation process. The undersigned, on his/her own behalf and on behalf of the Applicant, hereby authorizes the Cooperative to provide a copy of this Agreement to such parties as evidence of Applicant's consent to release of such information.

**Applicant:**  
Signature: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Co-Applicant:  
Signature: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**INDIVIDUAL GUARANTY FOR ENTITY DEBT**

The undersigned individual guarantor(s) hereby personally and unconditionally guarantee the payment and performance of all indebtedness and obligations due and owing the Cooperative by the Applicant. The undersigned further agrees to pay all of the Cooperative's costs of collection, including reasonable attorney's fees if allowed under applicable law, in endeavoring to collect or enforce any of Applicant's obligations. Guarantor(s) further authorize(s) the Cooperative to obtain any and all credit or asset report(s) on guarantor(s). The Cooperative shall not be required to first proceed against the Applicant on any past due obligations; this guaranty being absolute in respect to prompt payment. The undersigned charges his/her separate property which is now owned or hereafter acquired and waives notice of granting of credit from time to time by the Customer to the Applicant as well as waives notice of any nonpayment by the Applicant of accounts when due. This guaranty shall continue indefinitely, and nothing shall affect the liability of the undersigned except written notice of the discontinuance thereof, but such termination shall not affect then existing obligations of the Applicant and the liability of the undersigned with respect thereto shall continue and be binding upon his/her heirs, administration, successors, and assigns. **The undersigned personal guarantor(s), recognizing 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) the use of consumer credit report on the undersigned by the Cooperative, from time to time as may be needed, in the credit evaluation process.**

**Signature** \_\_\_\_\_  
Print: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print: \_\_\_\_\_  
Date: \_\_\_\_\_

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**ACCEPTANCE AND APPROVAL  
(For Credit Department Use)**

The Credit Application and Credit Agreement, and Individual Guaranty for Entity Debt, if applicable, are hereby acknowledged, agreed and accepted by Frenchman Valley Farmers Cooperative.

Signature \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_  
Account Number: \_\_\_\_\_



202 Broadway St.  
P.O. Box 578  
Imperial, NE 69033  
(800)538-2667

### CARDTROL CARD REQUEST FORM

Customer Name: \_\_\_\_\_

2<sup>nd</sup> Line Name (if desired) \_\_\_\_\_

New Card Request:  Replacement Card Request:  Replacement Card # \_\_\_\_\_

Number of cards requested: \_\_\_\_\_

Personal Identification Number (PIN) required?  yes  no\*\*

If more than one card requested, same PIN?  yes  no

Four-digit PIN(s) requested (optional) \_\_\_\_\_  
(If you do not request a specific four-digit PIN, one will be automatically generated for you.)

You may request optional requirements for use of card(s):

Vehicle ID number required?  yes  no  
Odometer reading required?  yes  no

\*\*I understand that by having no Personal Identification Number (PIN) assigned to my card, Frenchman Valley Farmers Cooperative, Inc. will be held harmless for any unauthorized use of card until such time that Frenchman Valley Farmers Cooperative, Inc. is notified that the card has been lost, stolen or misplaced. Frenchman Valley Farmers Cooperative, Inc. agrees to lock out lost or stolen cards to prevent further use.

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### OFFICE USE ONLY

Frenchman Valley Coop Account # \_\_\_\_\_

Account Classification \_\_\_\_\_

Assigned Cardtrol Card Numbers  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_