



Skyland Grain, LLC

Connecting Our Producers To The World

Credit Application

620-492-6210
1125 W. Oklahoma
Ulysses, KS 67880

Applicant/Business Name

Social Security # or Tax ID #

Business Owner or Contact Name if Different from Above: _____

Mailing Address

Date of Birth/Start of Business

Street Address, If Different From Above

City

County

State

Zip

(____) _____ (____) _____ (____) _____

Home Phone

Business Phone

Mobile Phone

Line of Credit Requested

Email Address

____ Sole Owner (Personal Account)

____ New Account

____ Partnership

____ Enclosed is copy of Current Financial Statement (for business)

____ Joint Venture

____ Corporation

____ Limited Liability Company

Complete the following for each owner, partner, manager, officer, member, and shareholder. Use additional sheets if necessary.

Name and Title

Name and Title

Home Address

Home Address

City, State, Zip

City, State, Zip

Home Phone

Home Phone

Social Security No.

Social Security No.

Driver's License No.

Percentage of Ownership

Name and Title

Home Address

City, State, Zip

Home Phone

Social Security No.

Driver's License No.

Percentage of Ownership

Driver's License No.

Percentage of Ownership

Name and Title

Home Address

City, State, Zip

Home Phone

Social Security No.

Driver's License No.

Percentage of Ownership

APPLICATION FOR CREDIT IS HEREBY MADE AND THE FOLLOWING REFERENCES GIVEN. IT IS UNDERSTOOD THIS INFORMATION WILL BE HELD IN STRICTEST CONFIDENCE AND USED ONLY BY OUR CREDIT DEPARTMENT.

Banks (Checking Account)

Name

Address

City, State, Zip

Phone

Bank Officer

Account No.

Name

Address

City, State, Zip

Phone

Bank Officer

Account No.

Business References (Where Credit is Currently Extended)

_____	_____
Name	Name
_____	_____
Address	Address
_____	_____
City, State, Zip	City, State, Zip
_____	_____
Phone	Phone

Farming Information (For Growers Only)

Number of Years Farming_____ Have you ever filed bankruptcy? Yes____ No____

If Yes, please provide the year in which you filed for bankruptcy, the type of bankruptcy filed, the cause number of your bankruptcy case and the name of the court in which your case was filed. _____

Charge Account Agreement

This agreement, made and entered into on the above stated date by the said Credit Patron, hereinafter referred to as "Patron" and Skyland Grain, LLC, hereinafter referred to as "The Company", pursuant to KSA 16-207(e).

The Company agrees, if this agreement is approved by the company, that it shall allow the Patron to purchase such goods and services as shall be used by said Patron in agricultural operations on credit and the Patron warrants that all purchases shall be solely for agricultural operations purposes and agrees to pay for any goods and services in accordance with this agreement.

1. **Due Date:** All purchases made on credit during the month that are reflected on the periodic billing statement for such month are due and payable on the date listed on the billing statement.
2. **Finance Charge:** Any balance not paid by the due date listed on the billing statement shall be subject to a **Finance Charge** of 1.5% per month. The **Finance Charge** shall apply to the unpaid balance of the account on the last day of the billing cycle carried over from the prior month and the minimum amount of such charge shall be \$.50 per month. Finance Charges will begin to accrue on invoices from and after the Due Date printed on the invoice or statement. Seller will allocate Applicant's payments first to any unpaid finance charges and then to the unpaid principal.

3. **Termination of Credit:** The Company reserves the right, in the exercise of its sole and complete discretion, to terminate credit sales to Patron at any time without prior notification.
4. **Change In Terms:** This agreement may be changed by the company to increase the **Finance Charge**, change the due date, change the billing cycle, change the method of calculating the **Finance Charge**, or change matters of a similar nature within the limitations of applicable law. Notice of any such change shall be given to the Patron in two billing cycles prior to the effective date of change.
5. **Collection/Attorneys Agency:** Credit Patron agrees to pay all costs of collection, including, but not limited to, attorney and collection agency fees and court costs to the fullest extent permissible by law. Until notified in writing to the contrary by the Patron, the company may assume that the Patron's spouse, children, employees and agents, if any, are authorized to purchase goods and services and charge the same to the Patron's account, and Patron is unconditionally responsible for the payment of any and all such charges.
6. **Governing Law, Jurisdiction, and Venue:** Except as otherwise expressly provided herein, the interpretation and enforcement of this Agreement shall be governed by Kansas law, and Patron stipulates that exclusive jurisdiction and venue lies in the District Court of Stanton County, Kansas.
7. **Credit Investigation:** Patron authorizes Company, or its designee, to obtain credit information from credit reporting agencies and to investigate all references furnished by Patron or by any other person or entity pertaining to Patron's credit worthiness. Patron also authorizes any and all credit reporting agencies, the financial institutions listed in this credit application, and the trade references listed in this credit application to release credit information to Company. Company, at any time, may request from Patron a current sworn financial statement, including profit and loss information, or other financial information. Patron's failure to provide same in a timely manner shall constitute a breach of this Agreement. Company shall have the continuing authority to investigate credit references until this Agreement terminates. Additionally, Patron authorizes Company to furnish information concerning credit experience to credit reporting agencies and others who may lawfully receive such information.
8. **Patron's Waiver of Objection to Unsigned Invoices:** From time to time Patron may receive goods or services from the Company that are charged to Patron's account when it may be impractical for Patron to sign an invoice. Patron waives objection to any such charges if an objection is not made within a reasonable time, not to exceed 15 days, after the Company mails the first statement containing such charges to Patron.
9. APPLICANT ACKNOWLEDGES THAT THE SALE OF AGRICULTURAL CHEMICALS OR AGRICULTURAL SEED ON CREDIT AND THE PROVISION OF LABOR RELATED TO AGRICULTURAL CHEMICALS OR AGRICULTURAL SEED MAY BE SUBJECT TO CHAPTER 128, OF THE TEXAS AGRICULTURE CODE. FAILURE TO PAY THE AGREED OR REASONABLE CHARGES FOR THE CHEMICALS, SEED, OR LABOR MAY RESULT IN THE ATTACHMENT OF A LIEN TO THE PROCEEDS OF THE AGRICULTURAL PRODUCTS PRODUCED WITH THE AID OF THE CHEMICALS, SEED, OR LABOR AND ANY PROCEEDINGS IN CONNECTION THEREWITH SHALL BE GOVERNED BY TEXAS LAW.
10. **Severability:** 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.
11. **Security Interest and Liens:** Patron hereby grants to Company a security interest or lien in all of Patron's goods purchased from Company on any account subject to this Agreement and all replacements, proceeds, or products of such goods. Patron authorizes Company, at any time, or from time to time, to file financing statement(s) or document(s) of similar effect, and any amendments to them, that are necessary in Company's sole and absolute discretion to perfect its security interest(s) in Patron's goods as set forth in this Agreement.

Upon Company's request, Patron hereby agrees to promptly furnish to Company any information necessary for Company to make any filing permitted by this paragraph

12. **Release:** The company is authorized to check Patron's credit and employment history and to answer questions about the company's credit experience with Patron

I have read this Agreement and hereby acknowledge that the terms and provisions of the Agreement represent that I am duly authorized to enter into these contractual terms on behalf of the Applicant for credit, and agree to be obligated by those terms and provisions and to abide by same.

Date: _____

Signature

Printed Name

If Applicant is an Organization, Capacity of Signor

Address

Tax I.D. or Social Security Number

GUARANTY OF PAYMENT

To induce Seller to sign and approve the Agreement, and in consideration of it so doing, we, the undersigned, do hereby jointly, severally, and personally guarantee Applicant's full payment and performance of said Agreement and hereby agree to indemnify Seller against any and all damage, loss, expense (including attorneys' fees), and liability sustained by Seller by reason of, or related to, Applicant's failure to perform or to pay when due, charges incurred in accordance with the Agreement. We hereby bind ourselves to pay Seller on demand any sum, plus interest, that may become due by Applicant whenever Applicant fails to pay the same, whether the sum is evidenced by notes, bills, or an open account. This guaranty and indemnity is continuing and irrevocable and will continue in force notwithstanding any change in the form of indebtedness or renewals or extensions granted by Seller without obtaining any consent thereto, and until expressly revoked by written notice from the undersigned received by Seller at its address. Such revocation will not in any manner affect the liability of the undersigned as to any indebtedness contracted before Seller's receipt of the revocation. We hereby waive notice of default and non-payment and consent to any modification or renewal of the Agreement hereby guaranteed, and to all renewals or extensions of credit. Seller may enforce the Agreement against the undersigned or any of them, jointly or severally, whether or not any action is ever taken by it against Applicant.

Dated this _____ day of _____, _____.

Print Name: _____

Print Name: _____

Guarantor's Social Security #: _____

Guarantor's Social Security #: _____

Information below completed by Skyland Grain, LLC

Account Number _____

Credit Limit \$_____

By _____

Name

Title or Position

This _____ day of _____, 20__.

Note:

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, or age (provided that the applicant has the capacity to enter into a binding contract), because the applicant has, in good faith, exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with the law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

Please advise the company if you wish any credit information regarding this account to be reported in the names of both marital partners.