



Skyland Grain, LLC

Connecting Our Producers To The World

Credit Application

New Account _____

Account Name Change _____

Current Account ID: _____

Section 1: CONTACT INFORMATION (to be completed for all applications) * Mandatory Fields

* Applicant's Full Legal Name _____		Doing Business As (If Applicable) _____		Co-Applicant's Full Legal Name _____	
* Physical Street Address _____	* City _____	* ST _____	* ZIP _____	* County _____	
* Mailing Address _____	* City _____	* ST _____	* ZIP _____	* County _____	
* Current Employer _____	* Number of Years Employed _____		* Supervisor _____		
* Federal ID/Social Security # _____	* Main Contact Email Address _____	Home Phone # _____	* Cell Phone # _____	* Date of Birth (mm/dd/yyyy) _____	
Yes _____ No _____		* I consent to electronic communications Yes _____ No _____			
* Will your purchases be sales tax exempt? _____					

Section 2: CO-APPLICANT (if applicable)

*Physical Street Address _____	*City _____	*ST _____	*ZIP _____	*County _____
*Mailing Address _____	*City _____	* ST _____	* ZIP _____	* County _____
*Federal ID # / Social Security # _____	Email Address _____	Home Phone # _____	* Cell Phone # _____	* Date of Birth (mm/dd/yyyy) _____

Section 3: (To be completed if Applicant is a Business, Corporation, LLC, Partnership or Trust- add additional sheet if needed)

*Date Business / Trust Started _____	*State Organized In _____	*Is PO Required? _____	Fax # _____		
*Name (1) _____	*% of Ownership _____	*Title _____	*Federal ID # / Social Security # _____		
*Home Address _____	*City _____	*ST _____	*ZIP _____	Home Phone # _____	*Cell Phone # _____
*Name (2) _____	*% of Ownership _____	*Title _____	*Federal ID # / Social Security # _____		
*Home Address _____	*City _____	*ST _____	*ZIP _____	Home Phone # _____	*Cell Phone # _____

Section 4: PRIMARY BANK REFERENCE

* Name _____	* City / ST _____	* Contact _____	* Telephone # _____	Account # _____
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* Any unsatisfied judgements, lawsuits pending, State or Federal Tax Liens, or bankruptcy against applicant or any principal? _____ Yes _____ No

Charge Account Agreement

This agreement, made and entered into on this 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

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: _____

Guarantor's Social Security #: _____

Print Name: _____

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.