

# COUNTRYSIDE COOPERATIVE COMMERCIAL CREDIT APPLICATION AND CREDIT POLICY

When completing your application – Please provide a Fax Number and or Email Address for your references to speed the credit approval process.

Date of Application: \_\_\_\_\_ Year \_\_\_\_\_

This form is to be kept completely confidential between your company and Countryside Cooperative. **This application for credit must be filled in completely before credit will be extended.**

Check which products you intend to purchase:

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Agronomy Products and Services | <input type="checkbox"/> Feed Products   | <input type="checkbox"/> Equipment & Hardware    |
| <input type="checkbox"/> Propane (LP Gas)               | <input type="checkbox"/> Bird Food       | <input type="checkbox"/> Fuel Card (Cardtrol)    |
| <input type="checkbox"/> Petroleum Products             | <input type="checkbox"/> Service Station | <input type="checkbox"/> Mill (Feed & Pet Foods) |

COMPANY NAME: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

SHIPPING ADDRESS: \_\_\_\_\_

ACCOUNTS PAYABLE CONTACT: PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

TYPE OF BUSINESS ENTITY:

- PROPRIETORSHIP  
  CORPORATION  
  LIMITED LIABILITY COMPANY (LLC)  
  PARTNERSHIP  
 LIMITED LIABILITY PARTNERSHIP (LLP)  
  NON-PROFIT (TAX-EXEMPT)  
  OTHER: \_\_\_\_\_

STATE OF INCORPORATION/FORMATION: \_\_\_\_\_ YEAR ESTABLISHED: \_\_\_\_\_

SALES TAX NO: \_\_\_\_\_ FED ID #: \_\_\_\_\_ DUN & BRADSTREET #: \_\_\_\_\_

APPROXIMATE AMOUNT OF CREDIT DESIRED: \_\_\_\_\_

FILL IN THE FOLLOWING INFORMATION FOR EACH OFFICER, PARTNER OR PROPRIETOR:

NAME:	TITLE:	SS#
_____	_____	_____
_____	_____	_____

BANK NAME: \_\_\_\_\_ PHONE NO: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ FAX NO: \_\_\_\_\_

TYPE OF ACCOUNT:

CHECKING	OPERATING LINE	LOAN
ACCT. NO. -----	ACCT. NO. -----	ACCT. NO. -----

Have you (or any individual listed above) ever filed bankruptcy?  
If yes, When? \_\_\_\_\_ What State? \_\_\_\_\_

The undersigned applicant agrees that all purchases are subject to the standard terms and conditons of Countryside Cooperative, and that such terms and conditions are incorporated into and will govern all purchases. **The applicant's signature on this application constitutes an acknowledgement of receipt a copy of Countryside's current sale terms and conditions**, and an agreement to be bound by those terms and any modifications to those terms.

## CREDIT REFERENCES

### WE REQUIRE A MINIMUM OF TWO CURRENT REFERENCES

FIRM: \_\_\_\_\_ PHONE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ FAX: \_\_\_\_\_

\_\_\_\_\_ E-MAIL \_\_\_\_\_

FIRM: \_\_\_\_\_ PHONE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ FAX: \_\_\_\_\_

\_\_\_\_\_ E-MAIL \_\_\_\_\_

## **PERMISSION TO RELEASE INFORMATION**

The information provided on this form is given for the purpose of obtaining credit, and is warranted to the best of my knowledge to be true. Countryside Cooperative is authorized to contact the references on this application and verify my credit/financial history and experiences. Execution of this application constitutes acceptance of all terms referenced, incorporated, or addressed in this credit application.

Signature of representative of applicant and title:

NAME/TITLE: \_\_\_\_\_ DATE \_\_\_\_\_

## **SECURITY AGREEMENT**

In order to secure timely and full payment and performance of all present and future obligations of applicant to Countryside Cooperative, including but not limited to all promissory notes and sales on credit, applicant hereby grants to Countryside Cooperative a security interest in all of the following business assets of applicant, wherever located and whether now owned or hereafter acquired: all goods, equipment, inventory, farm products, accounts, accounts receivable, chattel paper, instruments, investment property and all general intangibles, books and records, computer programs and records, and other personal property, tangible or intangible, related to any of the foregoing; all accessions and additions to, substitutions for, and replacements of any of the foregoing; all proceeds or products of any of the foregoing; and all rights to payments under any insurance or warranty, guaranty, or indemnity payable with respect to any of the foregoing. The applicant authorizes the filing of a financing statement by Countryside Cooperative to perfect this security interest.

Signature of representative of applicant and title:

NAME/TITLE: \_\_\_\_\_ DATE \_\_\_\_\_

**UNLIMITED PERSONAL GUARANTY**

For valuable consideration and to induce Countryside Cooperative to extend credit in accordance with this credit application, the undersigned individually acknowledges and assumes personal responsibility for and guarantees payment of all indebtedness owed to Countryside Cooperative incurred in the name of the applicant company, business, or firm. The obligations guaranteed include all interest and charges, together with all costs, expenses, and attorney's fees incurred by Countryside Cooperative at any stage of any judicial or other proceeding related to the collection of amounts incurred under or matters related to this credit application, including any bankruptcy, receivership, or other proceedings.

The undersigned waives (i) notice of acceptance of this Guaranty, the creation of any present or future obligation, default under any obligation, notice of acceleration or intent to accelerate, and proceedings to collect from the company or any other party; (b) all diligence of collection and presentment, demand, notice and protest; and (c) all other legal and equitable defenses of suretyship and impairment of collateral. Guarantor's performance under this guaranty is continuing, absolute and unconditional, irrespective of any circumstance whatsoever which might otherwise constitute a legal or equitable defense. Nothing in this guaranty shall require Countryside Cooperative to first seek or exhaust any remedy against the purchasing company or other security. Any of the undersigned who is at any time an "insider" of the applicant as defined in the United States Bankruptcy Code irrevocably waives and disclaims all rights to payment and claims for reimbursement, subrogation, contribution, or indemnification the undersigned may now have or hereafter acquire against the applicant as a guarantor of the obligations guaranteed. No claim, including a claim for reimbursement, subrogation, contribution, or indemnification which any of the undersigned is not an "insider" may, as a guarantor of the obligations, have against a co-guarantor of any obligations or against the applicant shall be enforced nor any payment accepted by the undersigned until the obligations are paid in full and no payments to or collections by Countryside Cooperative are subject to any right of recovery.

With respect to any obligation guaranteed, Countryside Cooperative may (i) surrender, release, impair, sell or otherwise dispose of any security or collateral; (ii) release or agree not to sue any guarantor or surety; (iii) fail to perfect its security interest in or realize upon any security or collateral; (iv) fail to realize upon any of the guaranteed obligations or to proceed against the applicant or any guarantor or surety; (v) renew or extend the time of payment; (vi) increase or decrease the rate of interest or the amount owed; (vii) accept additional security or collateral; (viii) determine the allocation and application of payments and credits and accept partial payments; (ix) determine what, if anything, may at any time be done with reference to any security or collateral and (x) settle or compromise the amount due or owing or claimed to be due or owing from any other obligor, which settlement or compromise shall not affect the undersigned's liability for the full amount of any unpaid obligations. The undersigned expressly waive notice of all of the above. To the extent not prohibited by law, the undersigned consent that venue for any legal proceeding related to the collection of this guaranty shall be, at Countryside Cooperative's option, the county in which it has its principal office.

\_\_\_\_\_  
DATE

INDIVIDUAL GUARANTOR

\_\_\_\_\_  
DATE

INDIVIDUAL GUARANTOR

**NOTICE: You are being asked to guarantee the past, present, and future debts and obligations of the applicant. If the applicant does not pay, you will have to. You will also have to pay all collection costs, including reasonable attorney's fees. Countryside Cooperative may collect the debt from you without first trying to collect from the applicant or any other party.**

## SALE TERMS AND CONDITIONS

Dear Customer:

Please take a few minutes to familiarize yourself with our company policy for purchases on account and our billing procedures.

Signature on this application constitutes an acknowledgement of receipt of a copy of the current terms and conditions and an agreement to be bound by any modifications to those terms. Quoted prices may change as indicated in the terms and conditions.

1. **Parties.** "Seller" means Countryside Cooperative, or its successors and assigns. "Buyer" means the individual or entity purchasing any goods or services from Seller.

2. **Credit Terms.**

*Wholesale Accounts:* Net 10 days or as otherwise agreed in writing. All past due wholesale accounts are subject to daily finance charges at the rate of .049315% per day.

*Non-wholesale accounts:* The closing date of each billing cycle will be the last day of the month. If the amount for which credit is extended is received by the 23<sup>rd</sup> day after the closing date, a finance charge will not be assessed. If the amount for which credit is extended is not received by the 23<sup>rd</sup> day after the closing date, a finance charge will be assessed on the past due balance. The past due balance is computed by deducting all current payments and credits from the previous balance. The finance charge will be computed by applying a periodic rate of 1.5% per month against the entire past due balance. Payments shall be applied first to the unpaid finance charge and then to the remaining outstanding balance.

3. **Acceptance of Goods.** Acceptance of any goods, whether in whole or in part, or any other act inconsistent with rejection of the goods, shall constitute the unconditional and absolute acceptance of these terms and conditions. Seller objects to any differing conditions or terms of Buyer and any such differing terms shall not apply to any transaction between the parties.
4. **Assurance of Payment; Pricing Changes.** Upon established credit terms, payment on the account is due as indicated above. Seller may at any time require full or partial payment in advance of delivery or seek other satisfactory assurances of security from Buyer that invoices will be paid when due if in Seller's judgment such payments or assurances become necessary, including, without limitation, the termination of any existing credit terms. Quoted prices may change to reflect any increase in Seller's costs arising prior to actual delivery of the goods as a result of reasons beyond Seller's control including, without limitation, shortage of material or labor, strikes, governmental orders, unexpected transportation delays, or similar problems.
5. **Inspection; Returns.** Buyer shall inspect the products immediately upon receipt. Claims for shortages or other errors or defects in the goods must be made in writing to Seller within 48 hours after receipt, and failure to give such notice shall constitute unqualified acceptance of the goods and a waiver of all such claims by Buyer. If, upon providing Seller with such notice, Buyer does not return the goods declared to be defective without delay, or does not allow Seller to inspect the goods, or sells or disposes of the alleged defective goods without Seller's written consent, any and all claims relating to those goods shall be deemed waived. No goods may be returned without Seller's prior approval.
6. **No Warranty.** Unless otherwise mandated by law or expressly provided in this agreement, SELLER PROVIDES NO WARRANTIES, whether express or implied, including, without limitation, any warranties of merchantability, quality, and fitness for use and for a particular purpose, and all such warranties are expressly disclaimed, denied, and excluded from this agreement and all goods are sold "AS IS." Buyer expressly agrees that no warranty except those specifically stated in this agreement will be claimed by Buyer or anyone acting on Buyer's behalf. To the extent that any written warranties are contained in this invoice, Seller's liability and Buyer's exclusive remedy is expressly limited to the replacement of equivalent goods or the granting of a reasonable allowance on account of any defects, at Seller's sole election.
7. **Limitation on Liability.** No representation or warranty, expressed or implied, made by any representative or agent of Seller which is not included in this agreement shall be binding upon Seller unless agreed in writing and signed by both parties. In no event shall Seller be liable for any special, incidental, or consequential damages, including, without limitation, Buyer's costs, expenses, loss of anticipated profits or other charges, arising from or relating to this agreement. Seller's liability is expressly limited to the wholesale cost of the goods purchased (and excluding freight charges, taxes, and other similar charges).
8. **Jurisdiction.** All sales of goods constitute transactions under the Uniform Commercial Code and shall be governed by and construed under the laws of the State of Wisconsin. The parties agree that any agreements shall be deemed for all purposes to have been executed in Dunn County, Wisconsin, and that all claims or disputes relating to this agreement shall be brought in the courts of Dunn County, Wisconsin. Upon execution of this agreement, Buyer expressly waives any objections to the jurisdiction and venue of the Dunn County courts.

9. **Collection Costs.** In the event Seller acts to collect upon any obligations owed by Buyer under this agreement, or pursue any matters related to this agreement, Buyer will pay all collection expenses, including attorney's fees and court costs, incurred by Seller at any stage of any judicial or other proceeding, including bankruptcy or receivership proceedings.
10. **Severability.** If any of these Terms and Conditions shall be deemed illegal or unenforceable, all other provisions shall remain in full force and effect.
11. **Miscellaneous.** Seller's waiver of any term, provision, or condition of this agreement shall not be construed as a waiver of any other terms, nor shall such a waiver be construed to authorize or require future waivers of the same term, provision, or condition. The terms and conditions of this agreement supersede all prior negotiations and understandings of the parties and contain their final agreement as to the matters addressed. No other agreement modifying the terms and conditions of this agreement will be binding upon Seller unless made in a writing specifically referring to this agreement and signed by Seller's authorized representative.

**DISCLAIMER:** Seller shall not be liable for loss due to strikes, fires, and delays of carriers, acts of God, or any other cause beyond our control. Seller provides NO WARRANTIES, express or implied, including, without limitation, any warranties of merchantability, quality, and fitness for a particular purpose. Seller's liability is expressly wlimited to the wholesale cost of the goods purchased (and excluding freight charges, taxes, and other similar charges).

Countryside Cooperative values you as a customer and we are looking forward to serving you.

Please sign and complete this form in its entirety, indicating acceptance of our terms. **This application for credit must be filled in completely before credit will be extended.**

\_\_\_\_\_  
 COMPANY NAME DATE: \_\_\_\_\_

\_\_\_\_\_  
 SIGNATURE TITLE