

260 Factory Road  
P.O. Box 338  
Eaton, Colorado 80615  
Corp.: (970) 454-3391  
Fax: (970) 454-2144  
1-800-433-4688 (CO/WY/NE)



Agland, Inc. Salesman \_\_\_\_\_

**Confidential**  
**Application For 30 Day Convenience Account**  
(Please Print or Type)

*Please Answer All Questions; When Not Applicable, write None or N.A. on pages 1, 2 and 4.*

**ALL APPLICANTS**

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

Name In Which You Wish Your Account Opened: \_\_\_\_\_  
Street Address: \_\_\_\_\_ Mailing Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Home Telephone: \_\_\_\_\_  
Work Telephone: \_\_\_\_\_

**BUSINESSES**

Type Of Organization:  Proprietorship  Partnership  Corporation  
 Limited Liability Company  Limited Liability Partnership  
How Long In Existence: Years \_\_\_\_\_ Months \_\_\_\_\_  
Financial Statement Available:  Yes  No

**CREDIT AMOUNT REQUESTED ON A**

MONTHLY BASIS: \$ \_\_\_\_\_

**IF SOLE PROPRIETORSHIP AND/OR PARTNERSHIP**

*NOTE: Each Partner Fill Out Separate Personal Financial Information*

Name: \_\_\_\_\_ Partnership: \_\_\_\_\_  
Age: \_\_\_\_\_ Social Security Number: \_\_\_\_\_ Name Of Partner: \_\_\_\_\_  
Home Street Address: \_\_\_\_\_ Social Security Number: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Name Of Partner: \_\_\_\_\_  
Social Security Number: \_\_\_\_\_

**IF CORPORATION OR LLC**

Do You Require Copies Of Invoices?:  Yes  No Name Of Accounts Payable \_\_\_\_\_  
Do You Require Purchase Order Numbers?:  Yes  No Contact Person: \_\_\_\_\_

Legal Name Of Corporation: \_\_\_\_\_  
Date Of Incorporation: \_\_\_\_\_ State Incorporated In: \_\_\_\_\_  
Federal Tax Number: \_\_\_\_\_ Type Of Business: \_\_\_\_\_  
Registered Agent: Name: \_\_\_\_\_ Address: Street: \_\_\_\_\_  
Phone: \_\_\_\_\_ Title: \_\_\_\_\_ City: \_\_\_\_\_ State/Zip: \_\_\_\_\_

	Officer:	Officer:
Name Of Officers:	_____	_____
Social Security Number:	_____	_____
Home Address: Street:	_____	_____
City, State, Zip:	_____	_____
Home Phone:	_____	_____
Title:	_____	_____

	Officer:	Officer:
Name Of Officers:	_____	_____
Social Security Number:	_____	_____
Home Address: Street:	_____	_____
City, State, Zip:	_____	_____
Home Phone:	_____	_____
Title:	_____	_____

**\* All Businesses Please Fill Out References Section At Bottom Of Page 2**

# PERSONAL ACCOUNTS

## CREDIT AMOUNT REQUESTED

### INFORMATION REGARDING APPLICANT:

ON A MONTHLY BASIS: \$ \_\_\_\_\_

Full Name (Last, First, Middle): \_\_\_\_\_  
Present Address: Street: \_\_\_\_\_ Mailing: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone: Home Telephone: \_\_\_\_\_ Work Telephone: \_\_\_\_\_ Number of Dependents: \_\_\_\_\_  
Social Security #: \_\_\_\_\_ Birthdate: \_\_\_\_\_ Driver's License #: \_\_\_\_\_ State: \_\_\_\_\_  
 Housing Provided By Employer Rent Payment: \$ \_\_\_\_\_ Mortgage Payment: \$ \_\_\_\_\_  
Previous Address: \_\_\_\_\_ Years There: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Present Employer: \_\_\_\_\_ Years There: \_\_\_\_\_ Position or Title: \_\_\_\_\_  
Employer's Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Employer's Phone: \_\_\_\_\_  
Name Of Supervisor: \_\_\_\_\_ Present Income: \$ \_\_\_\_\_ per \_\_\_\_\_  
Other Income: \$ \_\_\_\_\_ per \_\_\_\_\_ Specify: \_\_\_\_\_  
Previous Employer (If less than two years with present employer): \_\_\_\_\_  
Years There: \_\_\_\_\_ Phone #: \_\_\_\_\_ Name Of Supervisor: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Have You Ever Received Credit From Agland, Inc.?:  Yes  No  
Name Of Nearest Relative (not living with you): \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone #: \_\_\_\_\_

### INFORMATION REGARDING JOINT APPLICANT:

Full Name (Last, First, Middle): \_\_\_\_\_  
Relationship To Applicant: \_\_\_\_\_  
Present Address: Street: \_\_\_\_\_ Mailing: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone: Home Telephone: \_\_\_\_\_ Work Telephone: \_\_\_\_\_  
Social Security #: \_\_\_\_\_ Birthdate: \_\_\_\_\_ Driver's License #: \_\_\_\_\_ State: \_\_\_\_\_  
Present Employer: \_\_\_\_\_ Years There: \_\_\_\_\_ Position or Title: \_\_\_\_\_  
Employer's Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Employer's Phone: \_\_\_\_\_  
Name Of Supervisor: \_\_\_\_\_ Present Income: \$ \_\_\_\_\_ per \_\_\_\_\_  
Other Income: \$ \_\_\_\_\_ per \_\_\_\_\_ Specify: \_\_\_\_\_  
Previous Employer (If less than two years with present employer): \_\_\_\_\_  
Years There: \_\_\_\_\_ Phone #: \_\_\_\_\_ Name Of Supervisor: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

### BANK REFERENCES:

1. Bank: \_\_\_\_\_  
Address: \_\_\_\_\_  
City & State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Checking Acct. No. : \_\_\_\_\_  
Savings Acct. No. : \_\_\_\_\_  
Loan Officer: \_\_\_\_\_  
Loan Acct. No. : \_\_\_\_\_
2. Bank: \_\_\_\_\_  
Address: \_\_\_\_\_  
City & State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Checking Acct. No. : \_\_\_\_\_  
Savings Acct. No. : \_\_\_\_\_  
Loan Officer: \_\_\_\_\_  
Loan Acct. No. : \_\_\_\_\_

### CREDIT & TRADE REFERENCES:

1. Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_  
City & State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Account Number : \_\_\_\_\_  
Line of Credit : \$ \_\_\_\_\_
2. Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_  
City & State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Account Number : \_\_\_\_\_  
Line of Credit : \$ \_\_\_\_\_
3. Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_  
City & State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Account Number : \_\_\_\_\_  
Line of Credit : \$ \_\_\_\_\_

**NOTE: THIS IS TO BE COMPLETED BY THE APPLICANTS THAT COMPLETED THE APPLICATION FOR CONVENIENCE CREDIT**

Agland, Incorporated, hereinafter referred to as "Agland", and the undersigned, hereafter referred to as "Customer", agree to the following regarding all goods, merchandise, material, or services purchased or obtained from Agland and charged to Customer's account by Customer or authorized representative of Customer:

1. This Credit Agreement provides for convenience credit only and any credit extended to Customer shall not be construed to be a revolving charge account and goods, merchandise, materials, or services charged to Customer's account pursuant to this Credit Agreement shall not be construed as a consumer credit sale or consumer related sale. This Credit Agreement is entered into in the State of Colorado, Nebraska or Kansas and shall be construed pursuant to the laws of the state where the Customer's residence is established, except where federal law preempts this state law, or otherwise governs.
2. Agland shall provide Customer with a credit limit and Customer agrees not to exceed that limit.
3. Agland may place Customer on a "Cash On Delivery" basis or terminate this Credit Agreement at any time without prior notice to Customer.
4. Agland will, if any sums are owed to it by Customer, mail Customer a monthly statement. All statement balances for goods, merchandise, materials, or services charged to Customer's account with Agland are due and payable on the "DUE DATE" as shown on the monthly statement, or the last business day preceding the Due Date, if the Due Date is not a business day, of each calendar month, unless other terms are agreed to in writing between Agland and Customer prior to the Due Date. Customer shall be in default of this Credit Agreement if any such sums are not paid Agland on or before the Due Date.
5. Upon default a FINANCE CHARGE will be charged to Customer's account the day following the Due Date on any portion of the adjusted balance of the statement balance in default at a rate of 1.333% per month compounded monthly which is an ANNUAL PERCENTAGE RATE OF 16% ANNUAL INTEREST. The adjusted balance is determined by taking the balance owed at the end of the previous billing cycle and subtracting any payments and credits received during the present billing cycle. A late payment charge of fifty cents may be assessed by Agland in lieu of the FINANCE CHARGE.
6. Following default, Customer shall pay Agland all necessary and reasonable costs and expenses incurred by Agland in the collection of any sums owed by Customer. Such expenses shall include, but not be limited to, pre-judgment and post-judgment attorney's fees and costs.
7. Agland's acceptance of any partial or delinquent payment after the Due Date or failure of Agland to exercise any rights or remedies shall not be a waiver of any of Customer's obligations pursuant to this Credit Agreement or Agland's rights, or constitute a waiver of any other similar obligation or default by Customer occurring at a later date.
8. From time to time Customer may receive goods, merchandise, materials, or services from Agland that are charged to Customer's account when it may be impractical for Customer to sign an invoice. Customer waives objection to any such charges if an objection is not made within two months after Agland mails the first statement containing such charges to Customer.
9. The following people in addition to Customer, are authorized to charge purchases and services to Customer's account with Agland:
 

A. _____	B. _____
C. _____	D. _____

Customer may revoke such authorization, or authorize additional people to charge to Customer's account with Agland by providing Agland written notice of any such revocation or authorization. Such authorization shall be deemed to have been made by Customer if Customer does not object to any charges made to its account by any person otherwise authorized, within two months after Agland mails the first statement containing any such charges to Customer.

10. WARNING: Agland may change from time to time any or all of the terms of this Credit Agreement, including, but not limited to, changes to the Due Date and/or Finance Charge. Notice to Customer of any such change shall be in writing and mailed general delivery to Customer's last known address and shall be mailed once a month during the two months prior to any such change. The incurrence by Customer, or any other person authorized by Customer, of any other indebtedness, including, but not limited to, any Finance Charges accrued on Customer's account, shall constitute acceptance of the change by Customer.
11. Agland may, in its sole discretion, assess a reasonable fee, in an amount not to exceed \$10.00 per hour, for time worked in resolving billing disputes, detailing Customer's account, or researching Customer's account.
12. Unless Agland otherwise notifies Customer, Agland does not take a security interest in any goods, merchandise, or materials purchased by Customer. However, purchases made or services obtained and charged to Customer's account shall be secured by a security interest and lien in any certificates of indebtedness, notes, patronage refunds or patronage allocations Customer has with Agland. Customer may not offset any such investment with Agland, except as otherwise provided in the bylaws of Agland or as otherwise agreed to in writing with Agland.
13. The Credit Agreement, shall be binding upon the heirs, executors, administrators, successors, and assigns of the undersigned and shall inure to and may be enforced by Agland, its successors and assigns.
14. The agreements and covenants set forth within the Credit Agreement are severable, and in the event any of them shall be held to be invalid by any competent court, the Credit Agreement shall be interpreted as if such invalid agreement or covenant were not contained herein. As used herein and where the context requires, the singular form of a word includes both the singular and plural form and the plural word includes both the plural and the singular form.
15. Do not sign the Credit Agreement before you have read it, or if it contains blank spaces. You are entitled to an exact copy of this Credit Agreement when you sign it.
16. Customer certifies, swears and affirms, that the information provided in the Application for Convenience Credit and any financial statements given Agland is true and correct.
17. NOTICE: Co-signers understand and agree to pay any indebtedness incurred, pursuant to the terms of this Credit Agreement, by Customer or those authorized by Customer, although they may not personally receive the goods, merchandise, materials, or services. Co-signers may be sued for payment although the person who receives the goods, merchandise, materials, or services is able to pay.
18. Customer acknowledges receipt of a copy of this Credit Agreement and a copy of Customer's Billing Rights.

I/We certify the above information is true and correct and I/We agree to pay this account in accordance with the terms hereof. I/We authorize you to verify this information and/or obtain additional information by securing data from a credit reporting agency and/or financial banking institution.

Do you require copies of invoices?  Yes  No Name of Accounts Payable Contact: \_\_\_\_\_

Applicant's Signature: \_\_\_\_\_ Co-Applicant's Signature: \_\_\_\_\_

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

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

# AUTHORIZATION FOR RELEASE OF INFORMATION

NOTE: THIS IS TO BE SIGNED BY THE PERSONAL ACCOUNT HOLDERS, THE SOLE PROPRIETOR OR THE TWO OFFICERS, TWO GENERAL PARTNERS, OR TWO JOINT VENTURERS THAT COMPLETED PAGE 1.

I, the undersigned, hereby authorize a release of financial information on me and/or my business as requested by the Credit Department of Agland, Incorporated. Agland, Incorporated will guard the confidentiality of the information and will use it in considering my and/or my business application for credit or to update financial information concerning me and/or my business.

This Authorization for Release of Information shall be continuous in nature and a photocopy shall be the same as an original for all purposes whatsoever.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name Of Business

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

\_\_\_\_\_  
Title

## PERSONAL GUARANTY

NOTE: THIS IS TO BE SIGNED BY THE SOLE PROPRIETOR OR THE TWO GENERAL PARTNERS OR TWO JOINT VENTURERS THAT COMPLETED THE BUSINESS APPLICATION FOR CONVENIENCE CREDIT.

For valuable consideration, the receipt of which is hereby acknowledged, and the extension of credit accommodations to \_\_\_\_\_, hereinafter called "Customer", the undersigned guarantor, and if more than one, jointly and severally, guarantees absolutely, continually, unconditionally and irrevocably the full and prompt payment of any sum presently owed or to be owed Agland, Incorporated, hereinafter referred to as "Agland", for goods, merchandise, materials, or services, supplied at the request of Customer, its agents, or employees, including all service and/or finance charges, reasonable costs of collection and attorney's fees, whether pursuant to contract, or otherwise. Notice of acceptance is waived by Agland.

The undersigned waives demand, notice of default, and extension of time, modification, or other forbearance which may be extended by Agland to Customer. Agland shall not be required to pursue any other remedies before invoking the benefits of this guaranty. It is further understood and agreed that Agland may enforce this guaranty against any of the undersigned directly without first having exhausted its remedies against Customer. Co-op may settle with any one of the undersigned without releasing or impairing its rights against the remaining undersigned.

This guaranty shall continue in force until notice in writing, sent by registered or certified mail return receipt requested, is received by Agland, Incorporated, 260 Factory Road, Eaton, CO 80615. Attention: Credit Department. The notice shall specify the date on which this guaranty is to be terminated, said date not to be less than eight (8) days after the described notice is received by Agland. Such notice shall not result in a termination of this guaranty for any sum owed Agland by Customer prior to the date of termination specified in such notice.

This guaranty shall be binding upon the heirs, executors, administrators, successors, and assigns of the undersigned and shall inure to and may be enforced by Agland, its successors and assigns. This guaranty shall be construed and interpreted according to the laws of the state where the Customer's residence is established.

NOTICE: Guarantors understand and agree to pay any indebtedness incurred by Customer and owed Agland, although they may not personally receive any goods, merchandise, materials, or services. Guarantors may be sued for payment although the person who received the goods, merchandise, materials, or services is able to pay.

The undersigned acknowledges receipt of any copy of the Credit Agreement entered into between Agland and Customer and further acknowledges receipt of a copy of this Personal Guaranty.

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

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