



FARMERS COOPERATIVE OF EL CAMPO

PO Box 826
El Campo, TX 77437
979-543-6284 Phone
979-543-9004 Fax

CREDIT APPLICATION

Applicant/Business Name _____ Social Security or Tax ID # _____ Drivers License # / State _____

Mailing Address _____ Date of Birth / Start of Business _____

Street Address If Different From Above _____ Email Address _____

City _____ County _____ State _____ Zip _____

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

Home Phone _____ Business Phone _____ Mobile Phone _____ Line of Credit Requested _____

____ Sole Owner (Personal Account) Principals: _____ New Account
____ Partnership _____ Enclosed is
____ Joint Venture _____ Copy of Current Financial
____ Corporation _____ Statement (For Business)

If Corporation, will you sign a guarantee? _____ Yes _____ No

Chemical Permit Number _____ Customer Type: _____ Grower _____ Dealer _____ Gov't _____ Non-Farm

Are you a Landlord? (Y/N) _____ For Whom? _____

Farming Information (For Growers Only)

Number of Years Farming _____ Have you ever filed bankruptcy? _____ Yes _____ No

Total of Acres Farmed _____ Number Acres Owned _____ Number Acres Leased _____

List of Principal Crops and Acres: Crop _____ Acres _____ Crop _____ Acres _____
Crop _____ Acres _____ Crop _____ Acres _____

Principal Financing Source

Name: _____ Phone (____) _____

Address: _____ Loan Officer _____

Bank References

Name: _____ Branch: _____ Account # _____

Address: _____ Loan Officer _____

Other Credit References (No Credit Cards Please)

Name: _____ Address: _____ Phone (____) _____

Name: _____ Address: _____ Phone (____) _____

Name: _____ Address: _____ Phone (____) _____

Who will be authorized to purchase under this account? _____

FARMERS COOPERATIVE OF EL CAMPO CREDIT POLICY

THE UNDERSIGNED HEREBY AGREES THAT ALL PURCHASES MADE ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. Buyer agrees to pay full Invoice price per terms of the Invoice. A statement of your account will be furnished monthly (unless there are no sums due).
2. Buyer assumes responsibility for payment of all purchases of products made by the undersigned or his/its agents for which credit is extended.
3. All purchases are due and payable by the 15th day of the month following the month of purchase. Monthly statements not paid by the 20th of the month following the month of purchase will become delinquent and Seller will charge a finance charge of one and one-half percent (1 ½%) per month which is an annual percentage of eighteen percent (18%) or the maximum rate allowed by law, whichever is less.
4. It is further understood and agreed that Seller is to allocate Buyer's payments first to any unpaid finance charges and then to the unpaid principal.
5. In the event legal action is necessary to enforce payment, the delinquent customer shall be responsible for all collection expense, including reasonable attorney's fees and court costs. The place of performance of all sales made by credit shall be Wharton County, Texas. Buyer agrees that venue for all legal proceedings pertaining to this Agreement shall be Wharton County, Texas.
6. If payment on any purchase is not made according to the terms of the Invoice, or if Seller for any other reason deems itself insecure as to any future credit advances, then Buyer's right to purchase on credit may be terminated at the sole discretion of the Seller.
7. All payments are due and payable at Seller's place of business or as stated on the Invoice.
8. No provision of this Agreement shall require the payment or permit the collection of interest in excess of the maximum amount permitted by applicable law. Any payment of interest in excess of the maximum amount permitted by law shall *ipso facto* be applied to principal, be considered as a mistake and if the excess interest exceeds the unpaid balance of principal such excess shall be refunded to the Buyer.
9. Seller, or its designee, is expressly authorized to investigate any references, and other information furnished by the undersigned Buyer or by any other person or entity pertaining to the undersigned Buyer's credit worthiness. Seller, at any time, may request from Buyer a current sworn financial statement, including profit and loss information, or other financial information. Buyer's failure to provide such requested financial information in a timely manner shall constitute a breach of this Agreement. Seller shall have the continuing authority to investigate credit references until this Agreement is terminated.
10. Seller may, at any time, revoke the privilege of extending credit to the Buyer for future purchases of products.
11. This application authorizes the Coop or its designee to verify Applicant's creditworthiness by obtaining a credit report, or by directly contacting banks, lending institutions (CFC, FSA, etc.) and suppliers in connection with this application or later in connection with an update, and specifically agrees to a continuing verification as to any trade, credit or bank reference by the Coop from year to year until said account is paid in full, or this authorization is revoked in writing.
12. If any clause or provision of the Credit Application/Agreement is found to be invalid or is incapable of being enforced by any rule of law or public policy, all other causes and provisions shall, nevertheless, remain in full force and effect.
13. From time to time the Coop may amend this agreement upon written notice to Buyer of not less than 30 days prior to the beginning of the billing cycle within which the amendment is to become effective.
14. Buyer hereby authorizes the Coop to furnish information concerning credit experience to credit reporting agencies and other who may lawfully receive such information.
15. The bylaws of the Coop provide that it shall have a lien on all of its issued capital stock and/or book credits of any stockholder to secure all indebtedness owing to the Coop by such stockholder. Buyer hereby acknowledges that Seller shall have a first lien on all of Buyer's capital stock and/or book credits issued by Seller.
16. **Buyer acknowledges that the sale of agricultural chemicals or agricultural seed on credit and the provisions of labor related to agricultural chemicals or agricultural seed is subject to Chapter 128, Agriculture Code. Failure to pay the agreed reasonable charges for the chemicals, seed or labor may result in the attachment of a lien to the proceeds of the agricultural products produced through the aid of the chemicals, seed or labor.**
17. **Landlord/Tenant Agreement:** If a tenant purchases merchandise to be used on a landlord's property, the tenant shall be solely responsible to the Coop for the payment of the account unless the landlord has previously made satisfactory credit arrangements and has agreed to pay such landlord's share purchased by the tenant. This agreement will remain in full force and shall not be waived even though the Coop may, out of courtesy, invoice the landlord for his share.

Notice to Buyer: Do not sign this agreement before you read it, or if it contains blank spaces. You are entitled to a copy of the agreement to protect your legal rights.

Acknowledgement: I have read this Agreement and hereby acknowledge by my signature the terms and provisions of the Agreement and agree to be obligated by those terms and provisions and to abide by same.

Date Signature

Printed Name Tax I.D. or Social Security Number

Address

GUARANTY OF PAYMENT
(For use when Applicant is a Corporation)

To induce Farmers Cooperative of El Campo to sign and approve the previous Credit Application and Agreement and in consideration of it so doing, we, the undersigned, do hereby jointly, severally and personally guarantee the above corporate purchaser's full payment and performance of said Credit Agreement and hereby agree to indemnify Farmers Cooperative of El Campo against any and all damage, loss, expense (including attorneys' fees) and/or liability sustained by Farmers Cooperative of El Campo by reason of, or related to, the above corporate purchaser's failure to perform or to pay when due, charges incurred in accordance with the above agreement. The above Credit Agreement may be modified by Farmers Cooperative of El Campo and the corporate purchaser executing without notice to the undersigned and without affecting this indemnity and guarantee. Farmers Cooperative of El Campo may enforce this agreement against the undersigned or any of them, jointly or severally, whether or not any action is ever taken by it against the above corporate purchaser.

Dated this _____ day of _____, _____.

Printed Name

Printed Name

Signature

Signature

Guarantor's Social Security Number

Guarantor's Social Security Number



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Credit Reference Authorization

To: _____ Date: _____

Account Number: _____

I, _____ Hereby Authorize You to Furnish the
(Please print)

Following Information to the Farmers Cooperative of El Campo.

(Signature)

Date Account Opened: _____

Account Terms: _____

Recent High Balance: _____

Current Balance: _____

Amount Past Due: _____

Times Over: 30 days _____ 60 days _____ 90 days _____

How would you rate this applicant's payment history?

Excellent _____ Fair _____ Poor _____

Comments: _____

(Signature)

(Title)

Thank you for supplying the above information. We will keep this form in confidence.

Texas Agricultural Sales and Use Tax Exemption Certification

Producers of agricultural products for sale must provide this completed form to retailers when claiming an exemption from sales and use tax on the purchase of qualifying agricultural items. The certificate may serve as a blanket certificate covering all qualifying purchases.

This form may not be used to claim exemption from tax on motor vehicles, including trailers. Motor vehicle tax exemptions must be claimed with the local County Tax Assessor-Collector at the time of registration and/or titling.

An ag/timber number is not required for the following types of agricultural items:

- horses, mules and work animals commonly used in agricultural production;
- animal life, the products of which ordinarily constitute food for human consumption, such as cows, goats, sheep, chickens, turkeys and pigs;
- feed for farm and ranch animals, including oats, corn, chicken scratch and hay; and
- seeds and annual plants, the products of which are commonly recognized as food for humans or animals (such as corn, oats and soybeans) or are usually only raised to be sold in the regular course of business (such as cotton seed).

All other agricultural items require an ag/timber number to claim a sales tax exemption. See back for qualifying and non-qualifying items.

Name of retailer
Address (Street and number, P.O. Box or route number)
City, State, ZIP code

Important information regarding use of this certificate:


Purchasers issuing this certificate must be familiar with the agricultural exemptions available for the items claimed on this form. Please review Rule 3.296 at www.salestax.tx.gov. Agricultural exemptions only apply if an item is purchased for **EXCLUSIVE** use in an exempt manner. Any personal or non-agricultural use disqualifies the purchase from exemption.

Retailers may accept this certificate as a blanket certificate covering all sales of items that can reasonably be used in the production of agricultural products for sale in the regular course of business. Retailers must collect tax on all other items such as jewelry, furniture, guns and clothing.

Name of purchaser	Driver license number and state, if items are purchased with cash
Address (Street and number, P.O. Box or route number)	
City, State, ZIP code	Phone (Area code and number)
Ag/Timber number	Name of person to whom number is registered, if different than purchaser

I understand that I am required to keep records to verify eligibility for the exemption(s) and that I will be required to pay sales or use tax on purchases that do not qualify for the exemption(s), in addition to any applicable interest and penalties.

I understand that it is a criminal offense to issue an exemption certificate to the seller for taxable items that I know will be used in a manner that does not qualify for the exemptions found in Tax Code Sec. 151.316. The offense may range from a Class C misdemeanor to a felony of the second degree.

	Purchaser's signature	Purchaser's name (print or type)	Date

This certificate should be furnished to the retailer. Do **not** send the completed certificate to the Comptroller of Public Accounts.

Do Not Qualify

Listed below are examples of items that do not qualify for sales and use tax exemption for agricultural production.

- Motor vehicles and trailers*
- Golf carts, dirt bikes, dune buggies and go-carts
- Automotive parts, such as tires, for vehicles licensed for highway use
- Clothing, including safety apparel and shoes
- Computers and computer software used for any purposes other than agricultural production
- Furniture, home furnishings and housewares
- Guns, ammunition, traps and similar items
- Items used in home gardens
- Materials used to construct roads or buildings used for shelter, housing, storage or work space (examples include general storage barns, sheds or shelters)
- Pet food
- Services such as nonresidential repair and remodeling, security and waste removal
- Work clothing

* Motor vehicles, including trailers, are taxed under Ch. 152 of the Tax Code. Exemption must be claimed on the Application for Texas Certificate of Title/Tax Statement, Form 130-U, when filed with the local County Tax Assessor-Collector at the time of registration and/or titling. Additional information is available online at www.window.state.tx.us/taxinfo/taxpubs/tx96_254.pdf.

Exempt If Used Exclusively to Produce Agricultural Products for Sale

Listed below are examples of items exempt from sales and use tax if used exclusively for agricultural production and purchased by a person who holds a current ag/timber number.

Air tanks	Farm wagons	Mowers
Augers	Farrowing houses	(hay and rotary blade)
Baler twine	(portable and crates)	Pesticides
Baler wrap	Feed carts	Pickers
Balers	Feed grinders	Planters
Binders	Feeders	Poultry feeders
Branding irons	Fertilizer	Poultry house equipment
Brush hogs	Fertilizer distributors	Pruning equipment
Bulk milk coolers	Floats for water troughs	Rollbar equipment
Bulk milk tanks	Foggers	Rollers
Calf weaners and feeders	Food for work animals	Root vegetable harvesters
Cattle currying and oiling machines	Forage boxes	Rotary hoes
Cattle feeders	Forage harvesters	Salt stands
Chainsaws used for clearing	Fruit graters	Seed cleaners
fence lines and pruning orchards	Fruit harvesters	Shellers
Choppers	Grain binders	Silo unloaders
Combines	Grain bins	Soilmovers used to grade
Conveyors	Grain drills	farmland
Corn pickers	Grain elevators	Sorters
Corral panels	(portable)	Sowers
Cotton pickers, strippers	Grain handling equipment	Sprayers
Cow stalls	Greases, lubricants and oils	Spreaders
Crawlers – tractors	Harrows	Squeeze chutes
Crushers	Head gates	Stalls
Cultipackers	Hoists	Stanchions
Discs	Husking machines	Subsoilers
Drags	Hydraulic fluid	Threshing machines
Dryers	Hydro-coolers	Tillers
Dusters	Implements of husbandry	Tires for exempt equipment
Egg handling equipment	Incubators	Troughs, feed and water
Ensilage cutters	Irrigation equipment	Vacuum coolers
Farm machinery and repair or	Manure handling equipment	Vegetable graders
replacement parts	Manure spreaders	Vegetable washers
Farm tractors	Milking equipment	Vegetable waxers

Tax Help: tax.help@cpa.state.tx.us • Window on State Government: www.window.state.tx.us

Tax Assistance: 1-800-252-5555 or 512-463-4600

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