



# CREDIT APPLICATION & ACCOUNT AGREEMENT

GRATIOT AGRICULTURAL PROFESSIONAL SERVICES, L.L.C.

3151 W. Fillmore Road | Ithaca, MI 48847 | Phone: (989) 875-7661 | Fax: (989) 875-7972

## BUSINESS INFORMATION:

Company/Business Name: \_\_\_\_\_  
("APPLICANT")

Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Fax: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Cell Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Email: \_\_\_\_\_

Billing Address: \_\_\_\_\_  
(Street Address) (City) (State) (Zip Code)

Shipping Address: \_\_\_\_\_  
(Street Address) (City) (State) (Zip Code)

Type of Business: \_\_\_\_\_

Date Established: \_\_\_\_\_ Federal Tax ID#: \_\_\_\_\_

- LLC
- Sole Proprietorship
- Partnership
- Corporation

Person to Contact Regarding Accounts Payable: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Amount of Credit Requested \$: \_\_\_\_\_

## OWNERS AND/OR OFFICERS INFORMATION:

Name #1: \_\_\_\_\_

Title: \_\_\_\_\_

Social Security #: \_\_\_\_\_

Driver's License #: \_\_\_\_\_

Address: \_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City) (State) (Zip Code)

County: \_\_\_\_\_

Date of Birth: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Cell Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Name #2: \_\_\_\_\_

Title: \_\_\_\_\_

Social Security #: \_\_\_\_\_

Driver's License #: \_\_\_\_\_

Address: \_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City) (State) (Zip Code)

County: \_\_\_\_\_

Date of Birth: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Cell Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Name #3: \_\_\_\_\_

Title: \_\_\_\_\_

Social Security #: \_\_\_\_\_

Driver's License #: \_\_\_\_\_

Address: \_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City) (State) (Zip Code)

County: \_\_\_\_\_

Date of Birth: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Cell Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

TRADE REFERENCES:

Name #1: \_\_\_\_\_ Business Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
(Street Address) (City) (State) (Zip Code)

Phone: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Name #2: \_\_\_\_\_ Business Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
(Street Address) (City) (State) (Zip Code)

Phone: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Name #3: \_\_\_\_\_ Business Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
(Street Address) (City) (State) (Zip Code)

Phone: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

BANK INFORMATION:

Bank #1 Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
(Street Address) (City) (State) (Zip Code)

Phone: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Acct #: \_\_\_\_\_ Contact Name: \_\_\_\_\_ Contact Phone: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Ext: \_\_\_\_\_

Bank #2 Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
(Street Address) (City) (State) (Zip Code)

Phone: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Acct #: \_\_\_\_\_ Contact Name: \_\_\_\_\_ Contact Phone: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Ext: \_\_\_\_\_

APPLICANT AUTHORIZATION:

Applicant hereby authorizes Gratiot Agricultural Professional Services, L.L.C. to investigate the credit references of the business and principals listed.

Has the company/business or any of its principals ever filed a Bankruptcy Petition?  Yes  No

If yes, please provide: Name of Debtor: \_\_\_\_\_ Date Filed: \_\_\_\_\_ Location of filing: \_\_\_\_\_

Are you currently a party to any lawsuit, or are there any outstanding judgment(s) against the business or its principals?  Yes  No

If yes, please provide: Status of lawsuit(s): \_\_\_\_\_

Judgment Amount(s) \$ \_\_\_\_\_ Location of case(s): \_\_\_\_\_

Property:  Leasing  Buying Monthly Amount: \$ \_\_\_\_\_ Name of Landlord/Mortgagee: \_\_\_\_\_

CREDIT DEPARTMENT USE ONLY

Line of Credit: \_\_\_\_\_ Denied: \_\_\_\_\_ Approved Amount \$: \_\_\_\_\_

Credit Manager Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### TERMS AND CONDITIONS OF CREDIT

This Credit Application and Account Agreement incorporates additional Terms and Conditions on separate pages, you should read the terms and conditions carefully and must sign a separate page acknowledging the terms. Please be advised that any misrepresentation in this application may be considered evidence of fraud, as the information provided is the basis for the extension of credit. Therefore, as an inducement to extend credit, the undersigned represents and warrants that the information submitted is true and accurate.

In consideration of Gratiot Agricultural Professional Services, L.L.C.'s ("Seller") election to extend credit to Applicant, the Applicant agrees as follows:

1. **Authority.** The undersigned represents and warrants that (a) he or she is duly authorized by the Applicant to sign this credit application and terms and conditions, and (b) has full authority to bind Applicant.

2. **Business Purpose.** Applicant represents and warrants to Seller that it is seeking credit from Seller solely in connection with its valid business activities, and accordingly, any and all extensions of credit by Seller to Applicant shall be for valid business purposes and shall constitute commercial loans. Applicant represents and warrants that it is not seeking credit from Seller for personal, non-business purposes.

3. **Non-Consumer Status.** Applicant represents and warrants that Applicant is not a "consumer" as defined by the Federal Consumer Credit Protection Act, or any other Federal, State and Local laws pertaining to "consumer" rights.

4. **Accuracy of Information.** Applicant certifies that all information contained herein is true and correct. Applicant agrees to notify Seller in writing of any change in the information disclosed on this Application, including without limitation (i) any change of ownership, and (ii) the name of the business or structure of the business under which credit is established.

5. **Consent to Perform Due Diligence.** Applicant grants permission to Seller to obtain independent credit reports on Applicant and any of its affiliates, and to obtain credit reports and other information from Applicant's credit references and banks listed on the face of this application ("Credit References"). Applicant waives any objections to Seller engaging in such actions, and hereby authorizes and directs each of its Credit References to release and disclose to Seller any and all information requested by Seller to determine Applicant's creditworthiness.

6. **Credit Discretionary.** Should credit availability be granted by Seller, all credit shall be extended at the sole discretion of Seller, and Seller may increase, decrease or terminate any credit availability at any time within its sole discretion.

7. **Payment.** Applicant agrees to pay all invoices promptly and to comply with all credit terms that are established by Seller and stated on Seller invoices. Applicant agrees that its payment obligation to Seller is absolute, waives any right of setoff, self help remedy, and similar rights or claims. Applicant acknowledges and agrees that Applicant shall resolve claims of defect, if any, through negotiation with Seller, litigation, or arbitration as required herein or in other order documents between Seller and Applicant.

8. **Application of Payments.** Seller shall have the sole discretion and complete right to apply any payment received in any manner which Seller deems appropriate. Unless otherwise specified, Seller may apply payments first to late payment charges, service charges, shipping charges, attorney's fees, or any other applicable charges, in any order, before applying the remainder of any such payment to the Applicant's principal account balance.

9. **Default.** Applicant agrees that any of the following shall constitute an event of default under these Terms and all other credit arrangements between Seller and Applicant, all of which shall be cross-defaulted: (a) Applicant's failure to make payment when due; (b) any material adverse change in the business, assets, operations, financial condition or results of operations of Applicant or any person providing collateral support for Applicant's obligations to Seller (each, an "Obligor"); (c) any Obligor's default or breach under these Terms or under any other agreement with Seller; (d) any Obligor's insolvency or failure to pay debts as they mature, an assignment by Obligor's for benefit of creditors, the appointment of a receiver for any Obligor, or the filing of any petition to adjudicate any Obligor bankrupt; (e) the death, incompetence, dissolution, or termination of existence of any Obligor; (f) a failure by Applicant to provide adequate assurance of performance within ten (10) days after a justified demand by Seller; or (g) if Seller, in good faith, believes that Applicant's prospect of performance under these Terms is impaired.

10. **Remedies Upon Default.** In the event of a default, Applicant's entire account will become immediately due and payable without notice or demand, and Seller may change or withdraw credit and thereby suspend or cancel performance hereunder. On each past due payment, including accelerated accounts and collection costs: (i) Seller may impose a one-time late charge at the rates established by Seller then in effect, as modified by Seller from time to time ("Late Charge"), presently 5%, (ii) Seller may impose a time-price differential at the rates established by Seller and then in effect, as modified by Seller from time to time ("Service Charges"), presently 1.5% per month. Applicant agrees that Late Charges and Service Charges are reasonable forecasts of just compensation for anticipated and actual harm incurred by Seller, which cannot be estimated with certainty. If a Late Charge, Service Charge, or other cost of financing violates any law establishing a maximum rate of interest or other legal limits, the charges shall be reduced to the maximum legally-permissible amount, which Applicant shall remain obligated to pay to Seller. Upon any default by Applicant, Applicant shall be liable to Seller for its costs, fees, and expenses, including, but not limited to, attorneys' fees, court costs, and other collection expenses, which shall be primary obligations, and not costs to be awarded in litigation. Seller may set-off or recoup any amounts owed to Applicant against Applicant's unpaid obligations.

11. **Security Interest.** As security for Applicant's obligations, Applicant grants to Seller a continuing security interest in all goods sold by Seller to Applicant and all proceeds and accessions of the same, including without limitation growing crops (the "Collateral"), as now owned or hereafter acquired. Applicant will execute and deliver to Seller any instrument, financing statement, assignment or other writing or electronic communication to attach and perfect Seller's security interest in the Collateral and appoints Seller its attorney in fact to execute any and all documents to protect Seller's security interest in the Collateral, and authorizes Seller to file financing statements evidencing such security interest in the Collateral. By assenting to these Terms and Conditions, Applicant acknowledges its intent to create a security agreement under Article IX of the Uniform Commercial Code, and where applicable, assents to the compliance with other applicable law when necessary to create a valid security interest for Applicant in Applicant's jurisdiction of formation.

12. Modification of Credit Terms and Conditions. Seller may modify its credit terms, including its Late Charge, Service Charges, and interest rates charges, from time to time in its discretion. Only Seller's credit terms and conditions shall apply. Any purchase order, acceptance, confirmation, or other document sent by Applicant to Seller that states or purports to impose additional or differing credit terms from the terms established by Seller from time to time, shall be deemed proposals for modifications of Seller's credit terms, to which notice of objection is hereby given, and the Applicant's proposed terms shall not become part of any contract between Applicant and Seller without Seller's express written assent thereto. No other credit terms and conditions and no change to Seller's credit terms and conditions shall be acceptable unless agreed to in writing by Seller.

13. Costs of Collection. Applicant expressly agrees that it shall be liable for and pay all attorneys' fees, collection costs and fees, court costs and fees, and other expenses associated with collecting amounts due and payable from Applicant to Seller, whether or not incurred as a result of litigation, including but not limited to attorneys' fees and costs resulting from a default under the Application and Agreement.

14. Applicable Law, Jurisdiction and Venue. The rights and obligations of the parties under these Terms shall be governed by the domestic law of the State of Michigan excluding its choice of law principles. Applicant consents to personal jurisdiction of the State of Michigan and agrees that the exclusive venue for resolution of any conflict between Applicant and Seller shall be Gratiot County Circuit Court or the U.S. District Court for the Eastern District of Michigan.

15. JURY WAIVER. APPLICANT WAIVES THE RIGHT TO A TRIAL BY JURY OF ANY MATTERS ARISING OUT OF OR RELATED TO CREDIT ISSUED BY SELLER TO APPLICANT, INCLUDING WITHOUT LIMITATION THE COLLECTION OF ANY AMOUNTS DUE TO SELLER, OR OTHERWISE RELATED TO THE TRANSACTIONS CONTEMPLATED HEREBY.

Business Name: \_\_\_\_\_

Owner/Officer Name: \_\_\_\_\_ Title: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Print)

Owner/Officer Name: \_\_\_\_\_ Title: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Print)

**FORMS OF PAYMENT**

- 1) Cash
- 2) Check: Please not that a returned check charge of \$25.00 will be added to account for each such check.
- 3) John Deere Financial or other industry credit programs

**PERSONAL GUARANTY**

In consideration of Gratiot Agricultural Professional Services, L.L.C. extending credit to the business identified below for any materials and or services after the date of this guaranty, the undersigned individual hereby unconditionally and irrevocably personally guarantees the prompt payment , without limitation as to the amount, now or hereafter owed to Gratiot Agricultural Professional Services, L.L.C., together with any late payment or service charge that may accrue, by the business identified below, whether said sums are due under open account, contract or otherwise.

It is understood and agreed that credit, if extended, is to be on a continuing basis and may exceed the estimated maximum credit limit indicated in any credit agreement between Gratiot Agricultural Professional Services, L.L.C. and the business. Gratiot Agricultural Professional Services, L.L.C. shall not be obligated to notify the undersigned of the dates or amounts of any such credit extended or advanced and the undersigned waives demand, notice of default and any extension of time or any other forbearance which may be extended by Gratiot Agricultural Professional Services, L.L.C..

This Guaranty is a continuing guaranty and shall remain in full force and effect and be binding on Guarantor and Guarantor’s heirs, executors, administrations and assigns, notwithstanding the death of one of more of the undersigned, until after (1) expiration of 30 days after written notice by certified or registered mail of revocation is received by Seller, and (2) all of the indebtedness owed to Seller by the business identified below has been fully paid (including all late payment charges, service charges, and attorney fees which accrue after the 30 day period).

No extension or renewal of time of payment of the indebtedness due, no release or surrender of any security for the indebtedness of this Guaranty, no release of any person primarily or secondarily liable on the indebtedness due, and no delay in enforcement of payment of the indebtedness under the Guaranty shall affect the liability of the undersigned Guarantor. Any and all payments on the indebtedness made by Applicant, Guarantor, or any other person and the proceeds of any and all collateral or security of any of the indebtedness may be applied by Seller to the indebtedness due in its sole discretion, including applying payments first to late payment charges, service charges, shipping charges, attorney’s fees, or any other applicable charges, in any order, before applying the remainder of any such payment to the principal account balance.

If this Guaranty is executed by more than one person or entity, it shall be joint and several liability of each person or entity. The undersigned Guarantor expressly agrees that he or she shall be liable for and pay all attorneys’ fees, collection costs and fees, court costs and fees, and other expenses associated with collecting amounts due and payable from Applicant to Seller and pursuant to this Guaranty, whether or not incurred as a result of litigation, including but not limited to attorneys’ fees and costs resulting from a default under the Application, Agreement and Guaranty.

THE UNDERSIGNED GUARANTOR WAIVES THE RIGHT TO A TRIAL BY JURY OF ANY MATTERS ARISING OUT OF OR RELATED TO CREDIT ISSUED BY SELLER TO APPLICANT AND THIS GUARANTY, INCLUDING WITHOUT LIMITATION THE COLLECTION OF ANY AMOUNTS DUE TO SELLER, OR OTHERWISE RELATED TO THE TRANSACTIONS CONTEMPLATED HEREBY.

The undersigned Guarantor agrees to be bound by the terms stated above in the Credit Application and Account Agreement executed by the business identified below and acknowledges receipt of same.

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

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

Home Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Social Security #: \_\_\_\_\_

Driver License #: \_\_\_\_\_

Name of Business whose obligations are being guaranteed: \_\_\_\_\_

Signature of guarantor: \_\_\_\_\_