



# APPLICATION FOR CUSTOMER CREDIT ACCOUNT, CREDIT POLICY, PURCHASE/SALES AGREEMENT, AND SECURITY AGREEMENT

**Line of Credit Request:** \_\_\_\_\_  
*\$250,000 maximum credit available*

APPLICANT INFORMATION			
<input type="radio"/> Individual <input type="radio"/> Partnership <input type="radio"/> LLC <input type="radio"/> Trust <input type="radio"/> Corporation-Date of Incorporation: _____ <input type="radio"/> Other _____			
Entity's Legal Name or Individual's Legal Name:			
Address:	City:	State:	Zip Code:
Phone Number:	Email:		
Date of Birth:	Social Security #:	Tax Id #:	
FOR ENTITY (Partnerships/LLCs/Corporations)			
Primary Owner Name:	Date of Birth:	Social Security #:	
Address (if different):	City:	State:	Zip Code:
CO-APPLICANT/SPOUSE			
Co-Applicant/Spouse Name:	Date of Birth:	Social Security #:	
Address (if different):	City:	State:	Zip Code:
FINANCIAL INFORMATION (Required for \$50,000 or above)			
Cash & Cash Equivalents:	Property & Equipment:	Other Assets	
Current Liabilities: (due w/in 12 mos)	Notes Payable:	Other Debt/Leases:	
Total Assets:	Total Liabilities:	Gross Farm Income:	Non-Farm Income:
BANK REFERENCE			
Primary Bank:	Contact Name:	Years Doing Business:	
Address:	City:	State:	Zip Code:
Phone Number:	Email:		
TRADE REFERENCE			
Reference 1	Company Name:	Contact Name:	Years Doing Business:
	Address:	City:	State:      Zip Code:
	Phone Number:	Email:	High Credit \$:
Reference 2	Company Name:	Contact Name:	Years Doing Business:
	Address:	City:	State:      Zip Code:
	Phone Number:	Email:	High Credit \$:
Reference 3	Company Name:	Contact Name:	Years Doing Business:
	Address:	City:	State:      Zip Code:
	Phone Number:	Email:	High Credit \$:



## CREDIT POLICY

Maplehurst Farms may extend credit to customers as long as creditworthiness and specific criteria are met. Credit privileges may be revoked at any time. Customers who do not qualify for an open account must pay cash in full for all purchases. A credit committee will meet quarterly to review and make determinations on all credit requests.

**Types of available credit:** Farm Inputs & application, Grain services (drying & storage), Freight services and Construction services

**Credit Criteria:**

- **Tier 1: Credit requests up to \$50,000**
  - Credit Application
  - W-9
  - Additional information may be requested.
- **Tier 2: Credit requests \$50,000 or above**
  - Credit Application
  - Financial Information
  - W-9
  - Additional information may be requested.
- **Outstanding credit will not exceed \$250,000**

A Farm Input Exemption form and a copy of an applicator's license may also be required. During the initial application process and subsequent annual reviews, references and/or third-party credit reports may be contacted. Credit will be reviewed annually, and updated documents or financial information may be required.

## PURCHASE/SALES AGREEMENT

**Purchase and Sale of Farm Inputs:** From time to time Applicant may submit a verbal or written request to purchase from Maplehurst Farms farm inputs ("Purchase Order"). Maplehurst Farms will not be obligated to sell farm inputs. Neither Maplehurst Farms nor Applicant has any minimum purchase or sale obligations hereunder. The Purchase Order shall be memorialized/documented in invoices/field tickets, blend tickets, in the form customarily utilized by Maplehurst Farms which shall be transmitted to Applicant in a timely fashion. The description, delivery, pricing, and pricing terms shall be in accordance with the provisions/terms disclosed in said invoice/field tickets/blend tickets, etc.

**Payment Terms: All payment terms are net 30 days unless specifically listed below:**

- Fall inputs & application - Due January 10th
- Spring inputs & application - Due June 15<sup>th</sup>
- Current crop year service invoices (drying & minimum storage) - Due the first business day of the New Year
- All invoices must be paid on time regardless of a customer's prepaid balance or amounts owed to customers for delayed pricing or deferred payments.

**Grain Service Charges:** Any charges relating to drying, storage, deferred payment, delayed pricing, or any quality discounts of grain delivered and/or sold to Maplehurst Farms will be automatically deducted from a grain settlement to producers.

**Credit Balances:** If a customer has a net credit balance on their account, this credit balance may be returned to a customer within 30 days when written notice is given by an authorized customer. Any net credit balance older than 180 days will be automatically refunded. Prepay balances may roll over to the next season but will become generic prepay. Specific product pricing will expire at the end of each spring or fall season unless approved by the agronomy manager.

**Statements:** Payments should be made from invoices. Reminder invoices will be sent within a week of becoming past due. Statements will show all open unpaid invoices, finance charges accrued, and the total balance owed by the customer.

**Finance Charge:** A finance charge will be assessed at a rate of 1 1/2% per month (annual percentage rate of 18%). Finance charges will be added to all new balances over 30 days old and continuing until the balance is paid. Any statements showing a balance past its due date are considered past due.

**Past Due Accounts:** If an account is not paid in full 90 days past the due date, no further credit will be given, and purchases will be cash only until the account is current again. If an account is not paid in full at the end of six months, legal action may be taken.

**Collection Costs:** Any costs (attorney fees, court costs, etc.) incurred by Maplehurst Farms for the collection of payment will be the responsibility of the customer.

**NSF Issues:** There will be a service charge applied to a customer's account if for any reason a customer's check is returned



# SECURITY AGREEMENT

1. Security Agreement

To secure the payment and performance of all present and future indebtedness from Customer to Maplehurst Farms, Customer gives Maplehurst Farms a security interest in all of the Property described hereafter that Customer owns or has sufficient rights in which to transfer an interest, now or in the future, wherever the Property is or will be located, and all proceeds and products of the Property. "Property" includes all accessories, replacements, improvements, and accessions to the Property; any original evidence of title or ownership; and all obligations that support the payment or performance of the Property. "Proceeds" includes anything acquired upon the sale, lease, license, exchange, or other disposition of the Property; any rights and claims arising from the Property; and any collections and distributions on account of the Property. This Security Agreement remains in effect until terminated in writing, even if the debts are paid and secured party is no longer obligated to sell Farm Products to Customer.

2. Property Description - The Property is described as follows:

**Documents:** All documents of title including, but not limited to, bills of lading, dock warrants and receipts, and warehouse receipts.

**Farm Products and Supplies:** All farm products including, but not limited to, all poultry and livestock and their young, along with their produce, products, and replacements; all crops, annual or perennial, and all products and proceeds of the crops; and all feed, seed, fertilizer, medicines, and other supplies used or produced in Debtor's farming operations.

**Government Payments and Programs:** All payments, accounts, general intangibles, and benefits including, but not limited to, payments in kind, deficiency payments, letters of entitlement, warehouse receipts, storage payments, emergency assistance and diversion payments, production flexibility contracts, and conservation reserve payments under any preexisting, current, or future federal or state government program.

3. Purchase Money Security Interest

If the Property includes items and/or farm inputs purchased from Maplehurst Farms and/or the proceeds of said Property, the Property purchased with the Secured Debts and proceeds and products of the Property will remain subject to Maplehurst Farms' security interest until the Secured Debts are paid in full. Payments on non-purchase money debts also secured by this Agreement will not be applied to the purchase money loan. Payments on the purchase money loan will be applied first to the non-purchase money portion of the debt, if any, and then to the purchase money portion in the order in which purchase money Property was acquired. If the purchase money Property was acquired at the same time, payments will be applied in the order Secured Party selects. No security interest will be terminated by application of this formula.

4. Default

Customer will be in default if:

- (1) Customer (or Borrower, if not the same) fails to make a payment in full when due;
- (2) Customer fails to perform any condition or keep any covenant on this or any debt or agreement Customer has with Maplehurst Farms; and
- (3) A default occurs under the terms of any instrument or agreement evidencing or pertaining to the Secured Debts.

BY EXECUTION OF THE WITHIN APPLICATION FOR CUSTOMER CREDIT ACCOUNT, CREDIT POLICY, PURCHASE/SALES AGREEMENT, AND SECURITY AGREEMENT, APPLICANT HEREBY AUTHORIZES MAPLEHURST FARMS TO INVESTIGATE ANY REFERENCES LISTED ON THE APPLICATION OR OTHER DATA OBTAINED BY MAPLEHURST FARMS AND FROM ANY PERSON PERTAINING TO MY CREDIT AND FINANCIAL RESPONSIBILITY. THIS INCLUDES CONTACTING CREDIT REPORTING AND OTHER THIRD PARTIES TO DETERMINE THE APPLICANT'S CREDIT WORTHINESS. APPLICANT FURTHER UNCONDITIONALLY GUARANTIES TO MAPLEHURST FARMS PROMPT PAYMENT WHEN DUE OF ALL OBLIGATIONS OF APPLICANT TO MAPLEHURST FARMS FOR AND IN CONNECTION WITH MAPLEHURST FARM'S SALE OF FARM INPUTS TO APPLICANT.

**Authorizing Statement**

The undersigned:

- 1. Certifies that all information in the credit application and attached documents provided is true and correct.
- 2. Has received a copy and agrees to abide by the terms of Maplehurst Farm's Credit Policy, Purchase/Sale Agreement, and Security Agreement.

Applicant/Primary Owner: \_\_\_\_\_ (Signature)      Co-Applicant/Spouse: \_\_\_\_\_ (Signature)

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

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