

Sales Rep: _____ **Growmark FS, LLC** Customer ID #: _____
Rep Code: _____ Location Code: _____ New Account? Yes or No

GROWMARK FS, LLC.
308 NE FRONT ST, MILFORD, DE 19963-1434
800-787-2767

COMMERCIAL CREDIT APPLICATION AND AGREEMENT

Please indicate title: Mr. Mrs. Ms. Application Date: _____

Legal Name of Applicant: _____

D/B/A (Does/Business/As): _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Business Phone: () _____ Home or Mobile Phone: () _____

FAX #: () _____ E-MAIL Address: _____

Applicant's SSN #: _____ FED I.D. #: _____

Co-Applicant/Spouse Name: _____ Co-Applicant/Spouse SSN #: _____

Type of Business: _____

CHECK ONE: Individual/Sole Proprietorship: _____ Partnership: _____ Corporation: _____ LLC: _____

List Owners, Partners, OR Corporate Officers: _____

Judgments? YES _____ NO _____ Pending Suits? YES _____ NO _____ Bankruptcy? YES _____ NO _____

List all lenders and suppliers from whom you are a borrower, co-borrower, or guarantor.

NAME CITY/STATE PHONE LOAN OFFICER ACCT#

BUSINESS INFORMATION

FINANCIAL INFORMATION, AS OF: ___/___/___

ACRES OWNED: _____ ACRES FARMED: _____

APPROXIMATE CROP MIX

1. _____ %

2. _____ %

3. _____ %

4. _____ %

PERCENTAGE OF ACRES IRRIGATED: _____ %

Livestock (number): _____

Livestock (number): _____

TOTAL ASSETS: _____

TOTAL LIABILITIES: _____

NET WORTH: _____

ANNUAL SALES: _____

ANNUAL PROFIT: _____

PREVIOUS YRS. PROFIT: _____

OF YEARS IN BUSINESS: _____

Livestock Production: _____

AMOUNT OF CREDIT REQUESTED: \$ _____

(If the amount of your credit request is in excess of twenty-five thousand dollars (\$25,000.00), please attach a copy of your most recent financial statement. Otherwise, your application may be denied as incomplete.)

_____ **REGULAR TERMS** – The full balance will be due on the 25th of the month following statement date. Balances not paid by the 25th will become PAST DUE and assessed a finance charge of 1 ½% per month (18% per annum).

_____ **EXTENDED TERMS** – All amounts charged to this account will be due on _____ (month) 25th each year unless separate arrangements are made with the credit department. A finance charge of 1% per month (12% per annum) will be assessed on the principal balance beginning on the 25th of the month following statement date, and the 25th of each month thereafter. Balances not paid in full by this date will become PAST DUE and accrue finance charge at 18%.

SEE REVERSE SIDE – Signature(s) Required

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The seller shall have the exclusive right from time to time without impairing, restricting, diminishing or affecting any of the applicant's liabilities hereunder, and without notice of any kind to applicant, to i) renew, extend, accelerate, modify or otherwise change the terms of any of the covenants of the customer to the seller ii) accept partial payments on the customer's obligations, iii) settle, release, compromise, collect or otherwise liquidate the customer's obligations or exchange, enforce, sell, lease, use, maintain and release any collateral or security therefore in any manner, without affecting or impairing any of the applicant's liabilities hereunder.

The undersigned hereby consents to the use of a non-business consumer credit report in order to further evaluate the credit worthiness of the undersigned as principals, proprietors and/or guarantors in connection with the extension of business credit as contemplated by this application. This includes using a report from time to time in connection with the continuation of the business credit represented by this application. Consent is given consistent with the federal fair credit reporting act as contained in 15 [U.S.C.@1681](#) et seq.

The applicant, being either the owner or an individual authorized to act on behalf of the applicant in order to induce **GROWMARK FS, LLC** to enter into this credit application and agreement, and for other good and valuable consideration, the receipt of sufficiency of which is hereby acknowledged, agrees that all actions or proceedings arising directly, indirectly or otherwise in connection with, out of, related to, or from this credit application and agreement, shall be litigated at **GROWMARK FS, LLC** discretion and election. Furthermore, should collection efforts become necessary, the applicant agrees to pay reasonable attorney's collection fees and costs of collection and hereby waives any right they may have to transfer or change the venue of any litigation brought against them by **GROWMARK FS, LLC** hereunder. The undersigned irrevocably waives all rights to a trial by jury. Additionally, should the applicant seek relief under any of the various codes of the U.S. Bankruptcy law, applicant agrees to pay reasonable attorneys' fees and costs expensed by said **GROWMARK FS, LLC** which become necessary to collect its outstanding receivable.

Applicant acknowledges that they have read and agree to the credit terms and conditions printed on the front and reverse side (or page 1 & 2) of this application and certifies that the information given herein is true and is given to cause **GROWMARK FS, LLC** to rely on it for the purpose of extending credit to the applicant. Applicant authorizes the release of any financial and credit information needed to **GROWMARK FS, LLC** with the understanding that it will be used for credit purposes. Applicant authorizes **GROWMARK FS, LLC** to investigate buyer's credit record, verify employment, assets, debts, references, and income and to report to proper persons or bureaus the performance under this agreement.

Each credit request may be evaluated separately and **GROWMARK FS, LLC** is under no obligation to extend credit at any time. In addition, credit privileges may be withdrawn at any time at the sole discretion of **GROWMARK FS, LLC**. This agreement shall remain in full force and effect until revoked, in writing, by either party.

X _____ X _____
Applicant Signature Co-Applicant / Spouse Signature

Printed Name: _____ Dated: _____ Printed Name: _____ Dated: _____

(If Corp. or LLC, provide Title: _____ (If Corp or LLC, provide Title: _____

Individual/Sole Proprietorship, Partnership, Corporation, or LLC Guaranty of Payment

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the undersigned, intending to be legally bound, hereby jointly and severally (if there is more than one guarantor) guaranty absolutely and unconditionally the prompt payment of the applicant 's/partnership's/corporation's /LLC's obligation to **GROWMARK FS, LLC**

Guarantor Signature Co-Guarantor Signature

Printed Name: _____ Dated: _____ Printed Name: _____ Dated: _____

PRODUCT LIABILITY STATEMENT

GROWMARK FS, LLC warrants that all fertilizers and pesticides meet the manufacturer's label specifications. Custom application of pesticides will be made at the manufacturer's recommended label rate.

Under no circumstances will any liability for damages exceed the price paid by the customer for the products and services Received under which liability is claimed.

GROWMARK FS, LLC makes no other warranty of any kind, expressed or implied, concerning the use of the product, including, but not limited to, any warranty of merchantability or fitness for a particular purpose.

Weather, field, and environmental conditions will determine the actual results obtained when using pesticides and fertilizers, therefore, results are not guaranteed.

Phytotoxicity (plant or leaf injury) and improper pest control will occur when certain weather conditions are present. The user/customer assumes all risks of use of handling. In no case shall the manufacturer and/or seller be made liable for consequential, special or indirect damage resulting from the use of the product.

Pesticides and/or fertilizers applied by the customer, whether with their equipment or with **GROWMARK FS, LLC** equipment, are applied at the customer's own risk

No employee of **GROWMARK FS, LLC** has any authority to modify the terms of this liability statement.