



Quad County Corn Processors
Open Account Credit Application

General Information

Legal Name _____
Street Address _____
City, State, Zip _____
Telephone Number (____) _____ Fax Number (____) _____
Social Security # _____ Birthdate _____

Bank and Trade Information

Bank _____ Account # _____
Contact _____ Street _____
City _____ State _____ Zip _____
Phone (____) _____ Fax (____) _____

References

Name	(1) _____	(2) _____	(3) _____
Account #	_____	_____	_____
Street	_____	_____	_____
City, State, Zip	_____	_____	_____
Phone	(____) _____	(____) _____	(____) _____
Fax	_____	_____	_____

Credit Line Requested \$ _____

Permission is hereby granted to Quad County Corn Processors to obtain credit information from all listed references and banks. In addition, the undersigned acknowledges and agrees that QCCP may utilize outside credit reporting services to obtain information about the undersigned. All financial information submitted in support of this new account and credit application is true and complete in all respects. My account is subject to a late charge of 1.5% per month (18% per annum) on all past due invoices. Furthermore, I understand that any collection fees (including attorney fees and court costs) incurred by QCCP will be borne by my account. The person signing this application certifies that he/she is authorized to sign on behalf of the undersigned and has authority to legally bind the undersigned. I assume personal and individual responsibility and liability, and guarantee payment of all charges due and payable to QCCP by the company or corporation listed herein.

Signature

Date

Print Name

Terms and Conditions

By use of your QCCP account you are agreeing to the following terms and conditions:

1. The Customer and each guarantor unconditionally, jointly, and severally guarantee full and prompt payment of all sums, which may, from time to time, be owing to QCCP by the Customer as a result of this agreement.
2. Customer agrees to pay the full amount due according to the terms indicated on the QCCP billing invoice by delivery or mail to the address shown on the invoice. If QCCP does not receive this amount within five (5) calendar days of the due date shown on the account statement, customer and guarantors agree to pay interest on the past due balance from the date due at an annual rate of the greater of 18% or the maximum allowed by law, until the balance is paid in full. Any payments received will be applied first to outstanding finance charges, then to any past due balance, then to any new purchase.
3. Notwithstanding any provision in this agreement to the contrary, the total liability for payments of interest and payments deemed to be interest by applicable law, shall not exceed the limit imposed by applicable usury laws. In the event the total liability for payments of interest and payments deemed interest by applicable law shall, for any reason whatsoever, result in an effective rate of interest which exceeds the limit imposed by the applicable usury laws, all sums in excess of those lawfully collectible as interest for the period in question shall, without further agreement or notice by, between, or to any party hereto, be deemed to have been applied, immediately upon receipt of such sums by QCCP and shall be applied as a credit on the principal due or thereafter arising on Customer's account.
4. Payments received on a regular business day will be credited to the Customer's account on the day payment is received.
5. If QCCP must use an attorney or collection agency to collect any overdue amount from Customer and/or any guarantors, Customer and each guarantor agree to pay reasonable attorney fees and costs of collection incurred by QCCP. No notice of acceptance hereof need be given any guarantor. In consideration of charges allowed and to be allowed to the Customer, the guarantor hereby personally guarantees payment of all amounts due QCCP.
6. Customer must notify QCCP of any disputed charge within thirty (30) days after the date of statement on which the charge appears. After thirty (30) days, all charges are considered valid, and no adjustments will be made. Notice to QCCP of a disputed charge shall be given by Customer in writing and shall include the following information: Customer's name and account number; the dollar amount of the disputed charge; the reason the Customer is disputing the charge; and a copy of the statement on which the disputed charge appears. Notices should be mailed to the following address: 6059 159th Street, Galva, Iowa 51020.
7. If any portion of this agreement is subsequently held to be invalid, such determination shall not affect the other provisions of these terms and conditions, which shall remain in full force and effect.
8. These terms and conditions will be interpreted applying Iowa law, without regard to the conflict of law provisions thereof.