



REYNOLDS UNITED CO-OP CREDIT APPLICATION

Revised 11-13-2017

Please complete, sign and return this form **in its entirety** to
Reynolds United Coop 322 – 4th Ave, PO Box 37 Reynolds, ND 58275
(For questions please call (701) 847-2261)

APPLICANT INFORMATION			
NAME:		E-MAIL:	
ADDRESS:	CITY:	STATE:	DATE OF BIRTH:
PHONE#:	CELL PHONE#:	Please List Cell Phone Provider To Receive Up to Date Information:	
TYPE OF BUSINESS: Partnership { }		Individual { }	
		Corporation { }	
		Joint Venture { }	
LIST IF CORPORATION/PARTNERSHIP			
PRESIDENT:		VICE PRESIDENT:	SEC/TREASURER:
FEDERAL TAX ID # :	SSN# :	CREDIT AMOUNT REQUESTD:	
TAX EXEMPT STATUS: If Tax Exempt, Certificate of Exempt Status is required YES { } NO { }			
# OF ACRES FARMED:	FOR FARM DELIVERY PLEASE CHECK APPROPRIATE BOX IF YOU HAVE : Loading Dock { } Forklift { }		
LIST ANY AND ALL PERSON(S) AUTHORIZED TO REQUEST INFORMATION ON MY ACCOUNT: (Attach additional sheets to this Application if more space is needed):			
LIST ALL PERSONS WITH RESTRICTED USE PESTICIDE CERTIFICATION NUMBERS (Use the back of this form if more space is needed)			
NAME:	CERTIFICATE NUMBER:	EXPIRATION DATE:	
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NAME:	CERTIFICATE NUMBER:	EXPIRATION DATE:	
BANK INFORMATION AND REFERENCES			
FINANCIAL INSTITUTION NAME :		CONTACT PERSON:	PHONE NUMBER:
FINANCIAL INSTITUTION ADDRESS:		FINANCIAL INSTITUTION EMAIL ADDRESS:	
BUSINESS REFERENCE:		PHONE NUMBER:	
BUSINESS REFERENCE:		PHONE NUMBER:	

TERMS AND CONDITIONS: No late charge will be assessed if the account balance is paid by the specified due date. All Invoices unpaid 30 days from the specified due date are subject to a late charge of 1.5% per month (Annual percentage rate of 18%). **An agricultural lien may be filed on past due accounts.** RETURN POLICY: All returned merchandise must be in resalable condition. Product containers must be clean and unopened; no partial packages. **PRE-PLANT or PRE-EMERGENCE PRODUCTS** Must be returned by June 15th. **POST-EMERGENCE PRODUCTS:** Must be returned by July 15th. **DEPOSITS:** Product in Returnable Containers, delivered to or picked up by the Customer will be charged a deposit fee, which will be credited back to the customer upon return of the container in reusable condition. **MORE TERM AND CONDITIONS ON REVERSE SIDE.**

INDIVIDUAL CONSENT FOR PATRONAGE: In regard to my patronage with Reynolds United Co-op, occurring during its current and subsequent fiscal years, I consent to include in my gross income for Federal Income Tax purposes, at its stated dollar amount, in the tax year in which I receive it, any patronage dividends made by it in written notices of allocation {accompanied by 20% or more in cash of said patronage dividend} unless said patronage dividend is attributable to personal, living, or family items or is properly taken in to account as an adjustment to basis of property. This individual consent shall be revocable by me in writing in accordance with the Federal Income Tax Laws.

ACCEPTANCE AND APPROVAL: Signing this Agreement indicates your acceptance of the terms and conditions as stated, including those on the reverse side of this application. In addition, you authorize Reynolds United Co-op to make any and all inquiries necessary to process this Credit Application. **I HAVE RECEIVED A COPY OF BOTH SIDES OF THIS APPLICATION, HAVE READ IT, AND AM AGREEING TO ALL TERMS AND CONDITIONS.**

ADDITIONAL TERMS AND CONDITIONS.

Security Agreement. In addition to, and not in substitution of, any available agricultural lien available to Reynolds United Co-op ("RUC") the person identified as the Applicant ("Applicant") on the front of this form (this "Agreement" or "Application" or "Security Agreement"), hereby grants to RUC a security interest in the following identified Collateral for all indebtedness and obligations due and owing, whether currently due or in due at anytime in the future, by Applicant to RUC ("Indebtedness"). The Indebtedness includes any money that Applicant owes now or will owe in the future, whether by future advance, or otherwise, and includes principal, interest, late charges, and reasonable attorney's fees and expenses incurred in perfecting the security interest granted hereunder, or incurred in connection to the Indebtedness. The Applicant hereby grants to RUC to secure the Indebtedness a security interest in consists of all rights or interests that Applicant has, or that hereafter is acquired or hereafter arises, in the following: **accounts, general intangibles, chattel paper, instruments, farm products, agricultural supplies, inventory, entitlements, rights to payment under any farm programs, insurance, including crop insurance, and all products and proceeds of the forgoing.**

THIS SECURITY AGREEMENT COVERS CROPS NOW GROWING. THIS SECURITY AGREEMENT ALSO COVERS FUTURE CROPS TO BE GROWN IN THE CURRENT YEAR OF ANY YEAR HEREAFTER.

Applicant authorizes RUC at any time RUC chooses to file a financing statement and/or any CNS or Effective Financing Statement to perfect this security interest in the Collateral. Applicant makes such authorization even if there is no Indebtedness currently owing, and continues to authorize RUC to file (or continue the filing of such statement) until the Indebtedness has been paid in full and Applicant makes a written request of RUC to terminate such financing statement. Applicant will execute any documents necessary for RUC to perfect this security interest, including any central filing notices. Upon demand of RUC, Applicant will provide RUC a list of all persons who purchase farm products from Applicant and authorizes RUC to provide such persons direct notice of the security interest granted in this Security Agreement. Applicant will also execute an assignment of indemnity in favor of RUC and list RUC as additional insured and/or loss payee on any insurance policies insuring the Collateral.

Default under this Security Agreement shall consist of the following: a. Failure of the Applicant and any guarantor to pay when due any part of the Indebtedness secured by this Agreement; b. Failure of Applicant to comply with this Agreement or the Applicant to comply with or perform any other term, obligation, covenant or condition contained in any documents related to this Agreement or in any other agreement between RUC and the Applicant; c. False statements made by the Applicant to RUC, which are false or misleading in any material respect, either made now or at any time hereafter; d. Defective collateralization, from whatever cause, resulting in non-enforceability, invalidity, or lack of perfection of all or any part of the security interest of RUC in the Collateral; e. Insolvency of the Applicant, the appointment of a receiver or conservator for the Applicant or any of their property, any assignment for the benefit of creditors, or the commencement of any proceeding under any Bankruptcy or insolvency laws by or against the Applicant; f. Other creditor actions against the Applicant which result or which may result, in the good faith opinion of RUC, in a risk to either the Collateral or in a risk of nonpayment of the Indebtedness; or g. Change in the financial or other condition of the Applicant, which in the good faith opinion of RUC renders RUC insecure or at risk of non-collection of the Indebtedness.

Remedies available to RUC, in addition to those provided under applicable law, are as follows: a. Accelerate the Indebtedness and declare all of same immediately due and payable, principal, interest, late charges, attorney's fees, and other amounts due inclusive; b. Require Applicant to assemble the Collateral at a convenient place designated by RUC, and assist RUC in taking possession of the Collateral for disposition of same under the Uniform Commercial Code; c. Repossess the Collateral wherever it may be found, either by self-help or by judicial action, including but not limited to directing exercising any rights RUC may have by virtue of having perfected its security interest in the Collateral by control; d. Sell or otherwise dispose of the Collateral in the manner permitted by the Uniform Commercial Code, with the reasonable expenses of retaking, preparing for sale, and selling or otherwise disposing of the Collateral to be reimbursed to RUC from the first proceeds of sale or other disposition, and the remainder to be applied as a credit to the Indebtedness; e. Collect accounts and general intangibles directly, to the extent the Collateral consists of accounts and general intangibles, and RUC may notify all such account debtors and obligors on the accounts and general intangibles, directing them to make payment directly to RUC on the account of the Applicant; f. Obtain deficiency by way of judgment or otherwise against the Applicant, for any and all amounts remaining unpaid on the indebtedness after sale or other disposition of the Collateral and after application of the proceeds as a credit to the Indebtedness; g. Other rights and remedies allowed by law, whether state or federal, and whether under the Uniform Commercial Code or other applicable laws and regulations; h. Other rights and remedies allowed by contract, whether contained in this Agreement, or in any other document executed in connection with this Agreement, or as specified in any other agreement between the Applicant and RUC; i. All remedies are cumulative, and may be exercised by RUC singularly or concurrently, and the election by RUC to pursue any remedy shall not exclude pursuit of any other remedy at any other time.

No waiver. No delay or failure by RUC in the exercise of any right or remedy under this Agreement or under law shall constitute a waiver thereof, and no single or partial exercise by the Lender of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy at any other time.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

North Dakota law governs. This agreement shall be governed, interpreted and enforced under North Dakota law.

Modifications in writing only. Any modification of this Agreement, to be valid, must be in writing and signed by all parties hereto.

Authorized Signature (s) :

Date: