



## Master Customer Agreement

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Home Phone: \_\_\_\_\_  
Cell Phone: \_\_\_\_\_

Office Use Only  
Version 3/22

PCC Acct: \_\_\_\_\_  
Date: \_\_\_\_\_  
W-9 on File: \_\_\_\_\_

### 1 AGREEMENT

This Master Customer Agreement ("Agreement") is entered between PRAIRIE CENTRAL COOPERATIVE, INC., an Illinois cooperative (sometimes referred to as "PCC", having its principal place of business at 33559 Hazel Street, PO Box 77, Chenoa, IL 61726-0077 and the following customer ("customer"):

Name as listed on Tax Return: \_\_\_\_\_

D/B/A: \_\_\_\_\_

(if applicable insert full legal name)

Type of Entity: ☐ Individual ☐ Corporation ☐ Trust ☐ Joint Venture ☐ Partnership ☐ LLC ☐ Estate

*If other than individual, list all involved in Customer's operation:*

Name

Title (Owner, Officer, Manager, Director, Shareholder, Partner, Member, Etc.)

Phone

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

Principal Place of Business (if different from address listed above) \_\_\_\_\_

### 2 EMAIL

I agree, if box is checked and initialed and email provided below, the following email address will be used for communications to transact business with PCC instead of any paper documents:

☐ Initials: \_\_\_\_\_

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

### 3 AUTHORITY TO ACT FOR AND BIND CUSTOMER

Only the following individuals are authorized to enter into Purchase or Sale contracts, make decisions, and receive information on behalf of the Customer in reference to PCC.

- |                   |                   |
|-------------------|-------------------|
| 1. _____<br>Title | 3. _____<br>Title |
| 2. _____<br>Title | 4. _____<br>Title |

PCC shall have the right to rely upon the foregoing representations unless PCC is notified, in writing, that any of the above named individuals no longer has authority to bind the Customer. Customer expressly agrees to indemnify and hold PCC harmless from any and all claims or damages which may occur in reference to the foregoing representations of who has authority to bind the Customer. If an individual is acting as an agent for Customer under a power of attorney document, a true and correct copy of the executed power of attorney document is attached hereto and incorporated herein, and is certified to be in full force and effect by the undersigned.

### 4 OTHER INFORMATION

A) Have you or the customer ever filed or been subject to federal or state bankruptcy proceedings, receivership or similar actions, voluntarily or involuntarily? ☐ Yes ☐ No

B) Have you or the customer ever been in a legal dispute, litigation, or involved in arbitration as a result of your customer's grain trading activities or other business endeavors? If yes, explain. ☐ Yes ☐ No

This Agreement, together with any individual Purchase Contracts, contain the terms and conditions under which Customer agrees to sell Grain (as defined herein) to Prairie Central Cooperative, and under which Prairie Central Cooperative agrees to buy said Grain. These terms and conditions are specifically incorporated by reference into and deemed to be part of each Purchase Contract (as defined herein) between Prairie Central Cooperative and Customer. For good and valuable consideration, the receipt and sufficiency thereof being hereby expressly acknowledged, Prairie Central Cooperative and Customer agree as follows:

1. **"Grain"** means corn, soybeans, wheat, mixed grain and any other food grains, feed grains and oilseeds.

2. **"Purchase Contract"** means sales, agreements of sale, and agreements to sell, of any form or nature between Prairie Central Cooperative and Customer whereby Prairie Central Cooperative agrees to buy, and Customer agrees to sell the Grain as set forth therein.

3. **Obligations.** (a) This Agreement does not obligate Prairie Central Cooperative to enter into any Purchase Contract with Customer and does not obligate Customer to enter into any Purchase Contract with Prairie Central Cooperative. (b) Prairie Central Cooperative and Customer agree that this Agreement and all Purchase Contracts, which are all hereby made a part of this Agreement as set forth herein, require Customer to sell and Prairie Central Cooperative to buy such type, grade, quantity, and quality of Grain as specified in each Purchase Contract. (c) If more than one Purchase Contract remains open and not filled, deliveries of Grain by Customer may be applied by Prairie Central Cooperative to any open Purchase Contract at the option of Prairie Central Cooperative in its sole and absolute discretion. (d) If Customer is unable to complete the delivery of contracted grain, Customer shall advise Prairie Central Cooperative at once.

4. **Payments to Customer.** Payments due Customer will be paid after delivery and acceptance by Prairie Central Cooperative of the contracted Grain.

5. **Recording and Use of Communications.** Customer agrees that Prairie Central Cooperative may, at its option, record electronically all telephonic conversations and instructions received by Prairie Central Cooperative from Customer without further notification and may retain such recordings for any period of time selected by Prairie Central Cooperative. Customer consents to the recordings of such telephone conversations. Customer further consents to the use of such recordings of telephone conversations by Prairie Central Cooperative for such purposes as Prairie Central Cooperative desires including, without limitation, for litigation (including arbitration) and evidentiary purposes. The decision of whether to record a particular conversation is solely within Prairie Central Cooperative's discretion, and Prairie Central Cooperative has no liability for failure to record.

6. **Electronic Transactions Agreement.** Prairie Central Cooperative may use electronic transmission instead of sending paper-based documents. The signature or whatever form of commitment from Customer accepted by Prairie Central Cooperative by facsimile, PDF, or other electronic means shall be deemed an original signature and shall have the same binding effect as an original signature on an original document. Emails shall be considered a "writing" for the purposes of this Agreement. The email address and cellular phone number given by Customer to Prairie Central Cooperative in this Agreement will be relied upon by Prairie Central Cooperative.

7. **Titles/Liens/Offsets.** Customer warrants that the Grain delivered under this Agreement and each Purchase Contract shall be free and clear of all liens and encumbrances and that good and clear title to the Grain is being conveyed to Prairie Central Cooperative. When endorsing checks from Prairie Central Cooperative, Customer certifies, with the intent that Prairie Central Cooperative rely on such certification, that the agricultural commodities purchased by the check are free from lien. If any security interests or other liens are made known to or discovered by Prairie Central Cooperative prior to delivery of the Grain, acceptance of the Grain shall be at the option of Prairie Central Cooperative. Customer expressly agrees that Prairie Central Cooperative has the right to issue multiple party checks for payment under each Purchase Contract should Prairie Central Cooperative have any reason to believe that any third party has or may assert a lien, claim or encumbrance against the Grain or proceeds thereof. Prairie Central Cooperative shall also have the right to offset any monies otherwise payable to Customer against debts or charges due Prairie Central Cooperative from Customer, including, but not limited to, any amounts due to Prairie Central Cooperative from Customer. To secure Customer's obligation to Prairie Central Cooperative in this Agreement and each Purchase Contract, Customer shall grant a security interest to Prairie Central Cooperative and shall provide Prairie Central Cooperative with collateral or other security, upon Prairie Central Cooperative's request. Customer also grants to Prairie Central Cooperative the authority to file financing statements and to execute those financing statements on Customer's behalf in reference to any security interest granted by Customer to Prairie Central Cooperative. Customer, at Prairie Central Cooperative's request, shall seek and obtain subordination of liens prior to that of Prairie Central Cooperative.

8. **NGFA Arbitration of Disputes.** Other than in reference to injunctive relief or specific performance as described in this Agreement, Prairie Central Cooperative and Customer agree that the sole remedy for resolution of any and all disagreements or disputes arising under or related to this Agreement or any Purchase Contract (including, but not limited to, an statutory, common law or tort claim arising from the relationship between Prairie Central Cooperative and Customer) shall be through arbitration proceedings before the National Grain and Feed Association (hereinafter "NGFA") pursuant to the NGFA Arbitration Rules. The decision and award determined through such arbitration shall be final and binding upon Prairie Central Cooperative and Customer. Judgment upon the arbitration award may be entered and enforced in any court having jurisdiction thereof. (Copies of the NGFA Arbitration Rules are available upon request by contacting the National Grain and Feed Association at 1250 I Street N.W., Suite 1003, Washington, D.C. 20005; Telephone: 202-289-0873; Website: <http://www.ngfa.org>)

9. **Customer Warranty.** Customer has an absolute unconditional obligation to deliver the Grain described in each Purchase Contract during the Delivery Period described therein and agrees that it will deliver the quantity and quality of Grain described in each Purchase Contract regardless of production or any other delivery commitments Customer has or may have with Prairie Central Cooperative or any other party. Title to and risk of loss of the Grain shall remain in Customer until physical delivery to Prairie Central Cooperative's designated delivery point whereupon, after acceptance by Prairie Central Cooperative, it shall pass to Prairie Central Cooperative.

10. **Financial Risks.** Customer acknowledges Customer's obligation to fully perform all of Customer's obligations on each Purchase contract. Customer acknowledges that Customer enters into contracts based upon Customer's own knowledge and

judgment. Customer acknowledges that contracts involve financial risks. Customer accepts all financial consequences of contracts it enters into.

**11. Grain Settlements.** Prairie Central Cooperative will deduct any dollars owed it by Customer from the settlement from the first load(s) delivered. Prairie Central Cooperative will pay Customer any balance due when Customer has completed performance on any contracts.

**12. Customer's Obligation to Provide Assurances.** Customer acknowledges that each Purchase Contract may result in financial exposure to Prairie Central Cooperative, which in the ordinary course of its business hedges its purchases of Customer's Grain by a sale of futures or in the cash market. Prairie Central Cooperative materially relies upon the representations of Customer set forth in each Purchase Contract and all of the terms and provisions of this Agreement. Customer agrees within 48 hours of a request by Prairie Central Cooperative, to provide Prairie Central Cooperative with adequate assurances that it will perform and make timely delivery of the Grain as set forth in its Purchase Contracts. Customer hereby authorizes Prairie Central Cooperative to contract for the sale or disposition of Grain subject to a Purchase Contract for Prairie Central Cooperative's own account either before or after delivery, without changing Prairie Central Cooperative's obligation to pay Customer for said Grain.

**13. Customer Liable for Attorney Fees, Costs of Collection, Interest.** If Customer defaults in any of its obligations in this Agreement or any Purchase Contract, Prairie Central Cooperative shall have all legal and equitable remedies available against Customer including, without limitation, injunctive relief, and specific performance. All remedies provided for in the Illinois Agricultural Cooperative Act, 805 ILCS 315/1 *et seq.*, are hereby acknowledged and expressly granted to Prairie Central Cooperative. Remedies shall be cumulative. Customer shall be liable for damages to Prairie Central Cooperative for any under-delivery or non-delivery of contracted Grain. Damages for under-delivery or non-delivery of Grain shall be the difference between the replacement cost when Prairie Central Cooperative receives notice of the under delivery or non-delivery of Grain and the Final Cash Price as set forth in the Purchase Contract, plus a minimum of 10 cents per bushel handling charge to be paid to Prairie Central Cooperative, together with any other damages and costs, including attorney's fees incurred by Prairie Central Cooperative in enforcing its rights against customer.

**14. Exemption.** The parties intend that this Agreement and any Purchase Contract be exempt under the Commodity Exchange Act as a cash forward contract and agree to construct or reform this Agreement and any Purchase Contract in any manner deemed necessary by an arbitrator, court or regulatory body of competent jurisdiction, to meet that exemption.

**15. Marketing Decisions.** Customer acknowledges that (a) Customer is responsible for all marketing decisions, whether made by or on the advice of independent advisory service or otherwise; and (b) Customer has not relied upon, and will not rely on, any written or oral representations of Prairie Central Cooperative in making any marketing decisions.

**16. Applicable Law, Jurisdiction and Venue.** This Agreement and each Purchase Contract shall be governed by, and construed in accordance with, the laws of the State of Illinois. Subject to the arbitration provisions set forth in this Agreement: (a) each Party agrees that any legal action to enforce or defend with respect to this Agreement or any Purchase Contract (a "Legal Action") shall be brought only in the Circuit Court of the State of Illinois in McLean county and (b) each Party further accepts for itself, himself or herself and in respect of its, his or her property, generally and unconditionally, the exclusive jurisdiction of that court with respect to any Legal Action and irrevocably waives any objection, including, without limitation, any objection to the laying of venue or based on the grounds of forum non conveniens, which it, he or she may now or hereafter have to the bringing of any Legal Action in that jurisdiction and venue.

**17. Final and Complete Agreement.** This Agreement and each Purchase Contract are the final, complete, and exclusive statement of the agreements between the parties and may not be amended, supplemented, or waived, except in writing signed by both parties. Captions of sections are inserted as a matter of convenience only and do not define, limit, or extend the scope or intent of this Agreement or any provision hereof.

**18. Successors and Assigns.** This Agreement and each Purchase Contract, and any valid written amendments, shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors, and assigns. This Agreement and each Purchase Contract may be assigned by Prairie Central Cooperative, but expressly may NOT be assigned by Customer unless express written consent is first obtained from Prairie Central Cooperative.

**19. Bona Fide Producers.** This Agreement and each Purchase Agreement is available only to bona fide producers who raise their own Grain or who receive such as a share of the crop raised on their owned or rented lands by third parties. Neither Customer nor Prairie Central Cooperative intends that the Grain hereunder be grown on any specific farm, tract of land, or territory. Customer certifies that Customer: (a) is such a producer; (b) has not committed for sale on future delivery contracts more than 100% of Customer's expected production or share of Grain; and (c) is unconditionally required to deliver the Grain described in its Purchase Contracts under all circumstances, regardless of Customer's actual production or share of Grain.

**20. Incorporated Into Purchase Contracts.** The terms and provisions of this Agreement are made a part of, and incorporated into, each and every Purchase Contract with Customer. In the event of a conflict between this Agreement and any Purchase Contract, the terms and conditions of this Agreement shall control.

**21. Merchantable Quality.** All Grain delivered by Customer to Prairie Central Cooperative under each Purchase Contract shall be of merchantable quality, unadulterated, and unrestricted from movement in international commerce and in interstate commerce within the meaning of the Federal Food, Drug and Cosmetics Act, the U.S. Grain Standards Act, and all other applicable local, state, and federal laws. Prairie Central Cooperative does not accept corn or soybean varieties that do not have full domestic and export approvals in China, Mexico, and the European Union, shall not be of merchantable quality for the purposes of this agreement.

**22. Prairie Central Cooperative's Rights Concerning Delivery.** Prairie Central Cooperative has the right, without penalty, to delay the time for accepting delivery and making payment under any Purchase Contract if such delay is caused by government regulation or action, labor strikes, riots, insurrection, storage limitations, freight embargoes, transportation delays, or if Prairie Central Cooperative is otherwise unable for good and sufficient reason to accept delivery when Customer tenders Grain. It shall be the duty of Customer to hold the Grain for delivery to Prairie Central Cooperative until Prairie Central Cooperative indicates it can receive delivery and it is the duty of Prairie Central Cooperative to accept delivery under each Purchase Contract as soon as practicable after the cause for delay has ceased. Any extension of time for delivery beyond the latest date stated in the Purchase Contract shall be at Prairie

Central Cooperative's option. Prairie Central Cooperative reserves the option to designate delivery to a location different from that designated in the Purchase Contract and Prairie Central Cooperative shall pay the Customer the difference between the cost to transport the Grain to the location designated in the Purchase Contract and the different location selected by Prairie Central Cooperative if the cost is more. Deliveries of excess Grain shall be sold at the market price applicable to the grade delivered on the date such excess is delivered, less discounts and applicable charges.

**23. Grade and Quality Specifications/Premiums and Discounts.** The quality of Grain delivered under each Purchase Contract shall be established at the time of delivery, with the weights and grades at the destination location to govern. Customer may be obligated to disclose to Prairie Central Cooperative the variety of any grain delivered under each Purchase Contract. Refusal of Prairie Central Cooperative to accept delivery of Grain not meeting the Purchase Contract's terms shall not release Customer from the obligation to deliver the full amount of contracted Grain.

**24. Purchase Contract Confirmation.** When Customer places an order and Prairie Central Cooperative mails or otherwise provides Customer with a written confirmation of the Purchase Contract, all terms, and provisions of that confirmation of the Purchase Contract shall conclusively be deemed accepted by Customer unless Customer reasonably objects in writing within 48 hours.

**25. Sections and Other Headings.** The sections and other headings contained in this Agreement are for reference purposes only and shall not affect the interpretation or meaning of this Agreement.

**26. Severability.** This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules, and regulations. If any provision of this Agreement, or the application thereof to any person or circumstance, shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the extent permitted by law.

**27. Time.** Time is of the essence of this Agreement and each Purchase Contract.

**28. Customer is Merchant.** Customer represents and warrants to Prairie Central Cooperative that Customer is a merchant as that term is defined by the Uniform Commercial Code.

**29. Financial Information and Guarantees.** Customer authorizes Prairie Central Cooperative to obtain credit reports and lien searches, from time to time, in reference to Customer and any guarantors, sureties, co-signors or co-obligors of Customer. Customer shall inform Prairie Central Cooperative whenever there are material changes in delivery capability, financial condition, or business structure that affect Customer's ability to perform Customer's obligations under this Agreement or any Purchase Contracts.

**30. Additional Warranties and Agreements of Customer.** Customer represents, agrees, and warrants: a) Customer's financial condition is as represented in financial reports provided to Prairie Central Cooperative. b) Customer is not insolvent and will notify Prairie Central Cooperative immediately if Customer becomes insolvent. c) Any adverse change in Customer's financial status may be deemed a default by Customer, at Prairie Central Cooperative's sole discretion. d) Customer is validly existing, and in good standing and has power and authority to enter into this Agreement and all Purchase Contracts. e) If any of the warranties in this Agreement are or become untrue, then Customer shall be in default of this Agreement and all open Purchase Contracts, at Prairie Central Cooperative's sole and absolute discretion. f) Customer has adequate insurance for its business operation and Customer is in compliance with all applicable laws. g) The Purchase Contracts will remain valid and be fully enforceable by the successor to Prairie Central Cooperative if Prairie Central Cooperative has a failure under the Illinois Grain Code.

**31. Additional Documents.** Each of the parties agree to execute, acknowledge, and deliver any and all other additional documents, writings or assurances as the other party may periodically require or deem reasonably necessary to effectuate the intent hereof and to complete the performance of the covenants contained herein, so as to give full force and effect to the terms and provisions of this Agreement.

**Acknowledgment.** This Agreement is subject to NGFA Arbitration of Disputes, as provided in Section 8 of this Agreement. The parties each hereby represent, acknowledge, and certify that all of the terms and conditions of this Agreement have been fully and adequately reviewed by them and are understood and agreed to. The undersigned certifies that he or she is duly authorized to execute this Agreement on behalf of the Customer. Each party has had the opportunity to review this Agreement with its attorney.

PRAIRIE CENTRAL COOPERATIVE, INC.

By: \_\_\_\_\_  
  
Title: \_\_\_\_\_  
  
Date: \_\_\_\_\_

CUSTOMER: (for additional spaces, use  
Additional Signature Page)

By: \_\_\_\_\_  
  
Title: \_\_\_\_\_  
  
Date: \_\_\_\_\_

Additional Information: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_