

APPLICATION



CUSTOMER INFORMATION FORM

Date _____

Customer Name _____ Business Name _____

Physical Address _____

Mailing Address _____

Farm Address _____

Acres Farmed _____ Crops Grown _____ Nutrition Consultant _____

Business Structure: Sole Proprietor LLC Corporation Partnership

Owner _____

Phone _____ Fax _____

Email _____

Manager _____

Phone _____ Fax _____

Email _____

Other Authorized Purchasing Agents _____

Phone _____ Fax _____

Email _____

Purchase Order Required Yes No

Accounts Payable Contact _____

Phone _____ Fax _____

Email _____

Comments: _____

Credit Application



Date _____

Name of Business: _____

Billing Address: _____

Shipping Address: _____

Phone: _____ Fax: _____ Email: _____

Numbers of years in business: _____ Type of Business: _____

Federal Employer ID: _____ Resale ID: _____

Original Date Business Started: _____ Business Property: Own _____ Lease _____

PRINCIPLE FINANCING SOURCE

Name: _____ Contact: _____

Address: _____ Phone: _____

TRANSACTIONAL BANK ACCOUNT

Bank: _____ Account #: _____

Address: _____ Phone: _____

SUPPLIER REFERNCES (with whom you have dealt on a credit basis for at least one year)

1) Name: _____ Phone: _____

Shipping Address: _____

2) Name: _____ Phone: _____

Shipping Address: _____

3) Name: _____ Phone: _____

Shipping Address: _____

Are you currently involved in or have on file any of the following: Bankruptcy Lawsuits Judgments
Explain: _____

Contact Person for payment on account: _____ Title: _____

Email: _____ Phone: _____

Note: Further company financial information may be a requirement for credit line approval

Application must be signed by Legal Owner, Corporate Officers, or Managing Members.

Applicant (a) Signature: _____ Applicant (b) Signature: _____

Print Name: _____ Print Name: _____

Title: _____ Title: _____

SSN#: _____ SSN#: _____

Remit to: AR@ArizonaGrain.com or

Arizona Grain, Inc
PO Box 11188
Casa Grande, AZ 85130-0148

TERMS AND CONDITIONS

1. TERMS OF ACCOUNT: Terms are stated on all invoices. If approved, applicant and/or guarantor agrees to pay Arizona Grain Inc. upon demand at any time the full amount of any past due indebtedness, plus finance charges of 2% per month accruing during delinquency together with any attorney’s fees and costs incurred in connection with the collection of the account, whether or not suit is filed. Applicant and/or guarantor also hereby authorize Arizona Grain, Inc. to obtain information regarding its credit. The undersigned agrees that Arizona Grain Inc. may obtain credit reports regarding Customer and regarding any personal guarantor(s) for purposes of evaluating a decision to extend credit at any time while customer has an unpaid credit account balance. In the event of late payments or delinquent balances, Customer agrees that Arizona Grain Inc. may provide credit information to third party reporting agencies.

2. AGENTS OF SELLER: The sales personnel of Arizona Grain Inc. are not authorized to make warranties or representations about the merchandise to be sold pursuant to this contract. Seller’s employees’ ORAL STATEMENTS, DO NOT CONSTITUTE WARRANTIES, shall not be relied upon by the Buyer, and is not part of the contract for sale. The entire contract is embodied in this writing, and NO OTHER WARRANTIES are given beyond those set forth in this written contract.

3. LIMITATIONS OF ACTIONS: It is understood and agreed that any action or claim whatsoever that Applicant and/or applicant’s principals, shareholders, or affiliates may have against Arizona Grain Inc. and/or its agents, principals, employees, and/or affiliates must be commenced within one (1) year after the cause of action accrues, regardless of lack of knowledge of the breach or loss. This limitation applies to any claim made by Applicant against Arizona Grain Inc. of any nature including, but not limited to, claims alleging any breach of any contract for sale, breach of warranty, claim for negligence, product liability, improper advice, misrepresentation, or any other claims of any nature whatsoever. This provision does not govern any claims Arizona Grain Inc. may have against Applicant and/or Applicant’s principals, shareholders, or affiliates or any other person arising out of the sale of the product to applicant.

4. LIMITED WARRANTY: Arizona Grain, Inc. warrants that the merchandise to be delivered will be the kind and quality described in the order or contract, and will be free of defects in workmanship or material. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHER WARRANTY OF QUALITY, WHETHER EXPRESS OR IMPLIED, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. Correction of nonconformities, in the manner and for the period of time provided herein, shall constitute fulfillment of all liabilities of Arizona Grain Inc. to Applicant with respect to the goods, whether based on contract, negligence, strict liability, or otherwise.

5. COMMERCIAL PURPOSE: Customer agrees and represents that all purchases are for a commercial, business, and non-personal purpose, and therefore the Fair Credit Reporting Act (FCRA), 15 USC 1681, does not apply.

6. EXCLUSIVE REMEDY FOR BREACH OF WARRANTY: Should any failure of a product to conform to this warranty appear within one (1) year after initial date of delivery, Arizona Grain Inc. will, upon notification within thirty (30) days of the discovery thereof, and substantiation that the goods have been stored, installed, maintained, and operated in accordance with the manufacturer’s and/or Arizona Grain Inc.’s recommendations and standard industry practice, correct such defects by suitable repair or replacement at its own expense. Should repair or replacement prove to be impossible after Arizona Grain Inc. has been allowed a reasonable period of time to repair or replace, the sole remedy of the Buyer will be the refund of the purchase price.

7. LIMITATION OF LIABILITY: Arizona Grain Inc. shall not under any circumstances be liable for special, incidental, punitive or consequential damage such as, but not limited to, damage or loss of property or equipment, loss of profits or revenue, cost of capital, cost of purchase or replacement goods or claims of customers of the purchaser. The remedies of the purchaser set forth herein are exclusive, and the liability of Arizona Grain Inc. with respect to any contract, or anything done in connection therewith, or from the manufacture, sale, delivery, resale, application, or use of any goods covered by or furnished under this contract, under any warranty or otherwise, shall not, except as expressly provided herein, exceed the price of goods upon which liability is based.

8. REPORTING OF CLAIMS: Applicant agrees to notify Arizona Grain Inc. in writing of any damage or any claim whatsoever related in any way to the goods of services to be provided pursuant to this agreement, within ten (10) days after Applicant has notice of such damage or claim, or be barred from any remedy thereof.

9. NO OBLIGATION TO PROVIDE GOODS OR SERVICES: Applicant agrees that Arizona Grain Inc. will have the absolute right in its sole discretion to cease providing goods or services to the Applicant at any time. Applicant agrees that Arizona Grain Inc. will not be liable for any damages suffered as a result of the cessation of such services or the non-delivery of such goods.

10. GOVERNING LAW: This agreement shall be governed by the laws of the State of Arizona. The parties agree that jurisdiction and venue for all disputes arising from the subject matter of this contract shall be in Maricopa County or Pinal County, Arizona at the discretion of Arizona Grain Inc. Should any aspect of this agreement be determined unenforceable, then all other aspects shall remain valid and binding and the provisions hereof are severable.

11. APPLICANT HAS READ THE WARRANTY PROVISIONS SET FORTH ABOVE AND FULLY UNDERSTANDS THEM: The parties to this agreement have freely allocated the risks between them. The undersigned agrees to unconditionally guarantee payment of all sums owed pursuant to this agreement and further agrees to all the above terms and conditions. This is intended to be and is a continuing guarantee and shall not be revoked except by written notice from creditor.

UNCONDITIONAL GUARANTEE

Date _____

Authorized Guarantor Signature (a) _____

Printed Name _____

Title _____

Authorized Guarantor Signature (b) _____

Printed Name _____

Title _____



Arizona Form 5000

Transaction Privilege Tax Exemption Certificate

- Do not use Form 5000 to claim sale for resale. Use Form 5000A.
- Do not use Form 5000 if you are a non-TPT licensed contractor. Use Form 5000M.

This Certificate is prescribed by the Department of Revenue pursuant to A.R.S. § 42-5009. The purpose of the Certificate is to document and establish a basis for state and city tax deductions or exemptions. It is to be filled out completely by the purchaser and furnished to the vendor at the time of the sale. The vendor shall retain this Certificate for single transactions or for the specified period as indicated below. Incomplete Certificates are not considered to be accepted in good faith. Only one category of exemption may be claimed on a Certificate.

A. Purchaser's Name and Address:			B. Check Applicable Box:	
Purchaser's Name			<input type="checkbox"/> Single Transaction Certificate	
Address			<input type="checkbox"/> Period From _____ Through _____ <i>(You must choose specific dates for which the certificate will be valid. You are encouraged not to exceed a 12 month period. However, a certificate will be considered to be accepted in good faith for a period not to exceed 48 months if the vendor has documentation the TPT license is valid for each calendar year covered in the certificate.)</i>	
City	State	ZIP Code	Purchaser's Telephone Number (Optional)	
Purchaser's Email (Optional)				
Vendor's Name				

C. Choose one transaction type per Certificate:	
<input type="checkbox"/> Transactions with a Business	<input type="checkbox"/> Transactions with Native Americans, Native American Businesses and Tribal Governments (See reason #14.)
Arizona Transaction Privilege Tax (TPT) License Number	Tribal Business License Number OR Tribal Number
SSN / EIN	Name of Tribe <input type="checkbox"/> Tribal Government <input type="checkbox"/>
Other Tax License Number	<input type="checkbox"/> Transactions with a U.S. Government entity (See reasons #9 and #10.)
If no license, provide reason:	<input type="checkbox"/> Transaction with a Foreign Diplomat (See reason #15.)
Precise Nature of Purchaser's Business	

D. Reason for Exemption:
<p>Check the box indicating one of the more common exemptions provided below, or use Box 16 or 17 to cite the appropriate authority for another exemption (deduction). Refer to www.azdor.gov/Forms/TransactionPrivilegeTax.aspx for a complete list of state and city exemptions (deductions) and the business classes (codes) under which the deductions apply.</p> <p><input type="checkbox"/> 1. Tangible personal property to be leased or rented in the ordinary course of the purchaser's licensed business.</p> <p><input type="checkbox"/> 2. Tangible personal property to be incorporated into a taxable contracting project, or a maintenance, repair, replacement or alteration project.</p> <p><input type="checkbox"/> 3. Food, drink, or condiments purchased by a restaurant business.</p> <p><input type="checkbox"/> 4. Pipes or valves four inches in diameter or greater to be used for transportation of oil, natural gas, artificial gas, water or coal slurry.</p> <p><input type="checkbox"/> 5. Railroad rolling stock, rails, ties, and signal control equipment.</p> <p><input type="checkbox"/> 6. Machinery and equipment sold or leased and used directly in the following business activities:</p> <p style="padding-left: 20px;"><input type="checkbox"/> Manufacturing, processing or fabricating. <input type="checkbox"/> Job printing. <input type="checkbox"/> Refining or metallurgical operations.</p> <p style="padding-left: 20px;"><input type="checkbox"/> Extraction of ores or minerals from the earth for commercial purposes.</p> <p style="padding-left: 20px;"><input type="checkbox"/> Extraction of, or drilling for, oil or gas from the earth for commercial purposes.</p> <p><input type="checkbox"/> 7. Income Producing Capital Equipment to be leased. NOTE: Cities only - See M.C.T.C. 110 for definitions.</p> <p><input type="checkbox"/> 8. Food, drink or condiments for consumption within the premises of any prison, jail or other institution under the jurisdiction of the state department of corrections, the department of public safety, the department of juvenile corrections or a county sheriff. Food, drink, condiments or accessories purchased by a school district for consumption at a public school within the district during school hours.</p> <p><input type="checkbox"/> 9. Tangible personal property sold or leased directly to the United States Government or its departments or agencies by a manufacturer, modifier, assembler or repairer. (Retail, personal property rental and mining classifications only.)</p> <p><input type="checkbox"/> 10. Fifty percent of the gross proceeds or gross income from the sale of tangible personal property directly to the United States Government or its departments or agencies. (Retail classification only.)</p>

Continued on page 2 →

- 11. Electricity, natural gas or liquefied petroleum gas sold to a qualified manufacturing or smelting business. A manufacturing or smelting business that claims this exemption authorizes the release by the vendor of the information required to be provided to the Department of Revenue pursuant to A.R.S. § 42-5063(C)(6). **NOTE:** It is recommended that the purchaser attach the worksheet from the Transaction Privilege Procedure (TPP 18-1). (Utilities classification only.) (Not available for all Cities.)
- 12. Electricity or natural gas to a business that operates an international operations center in this state and that is certified by the Arizona Commerce Authority. **NOTE:** Certification must be attached. (Utilities classification only.) (Not available for all Cities.)
- 13. Computer data center equipment sold to the owner, operator or qualified colocation tenant of a computer data center that is certified by the Arizona Commerce Authority pursuant to A.R.S. § 41-1519. **NOTE:** Equipment must qualify and certification must be attached.
- 14. Sale or lease of tangible personal property to affiliated Native Americans if the order is placed from and delivered to the reservation. **NOTE:** The vendor shall retain adequate documentation to substantiate the transaction.
- 15. Foreign diplomat. **NOTE:** Limited to authorization on the U.S. Department of State Diplomatic Tax Exemption Card. The vendor shall retain a copy of the U.S. Department of State Diplomatic Tax Exemption Card and any other documentation issued by the U.S. Department of State. Motor vehicle purchases or leases must be pre-authorized by the Office of Foreign Missions ("OFM"). See "Vehicle Tax Exemption" at www.state.gov/ofm/tax/
- 16.*Other Deduction: Cite the Arizona Revised Statutes authority for the deduction. A.R.S. § 42-5159
Description: **Livestock and Poultry Feed and/or agricultural seed production**
- 17.*Other Cities Deduction: Cite the Model City Tax Code authority for the deduction. M.C.T.C. § _____
Description:

*Refer to [www.azdor.gov/TransactionPrivilegeTax\(TPT\)/RatesandDeductionCodes.aspx](http://www.azdor.gov/TransactionPrivilegeTax(TPT)/RatesandDeductionCodes.aspx) for a complete list of state and city exemptions (deductions) and the business classes (codes) under which the deductions apply.

E. Describe the tangible personal property or service purchased or leased and its use below. (Use additional pages if needed.)

F. Certification

A vendor that has reason to believe that this Certificate is not accurate or complete will not be relieved of the burden of proving entitlement to the exemption. A vendor that accepts a Certificate in good faith will be relieved of the burden of proof and the purchaser may be required to establish the accuracy of the claimed exemption. If the purchaser cannot establish the accuracy and completeness of the information provided in the Certificate, the purchaser is liable for an amount equal to the transaction privilege tax, penalty and interest which the vendor would have been required to pay if the vendor had not accepted the Certificate. Misuse of this Certificate will subject the purchaser to payment of the A.R.S. § 42-5009 amount equal to any tax, penalty or interest. Willful misuse of this Certificate will subject the purchaser to criminal penalties of a felony pursuant to A.R.S. § 42-1127(B).

I, (print full name) _____, hereby certify that these transactions are exempt from Arizona transaction privilege tax and that the information on this Certificate is true, accurate and complete. Further, if purchasing or leasing as an agent or officer, I certify that I am authorized to execute this Certificate on behalf of the purchaser named above.

SIGNATURE OF PURCHASER	DATE	TITLE
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Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	Exempt payee code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) ▶ _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
-				-					
or									
Employer identification number									
-									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.