



**AURORA
COOPERATIVE**

Location Number _____
Salesperson _____
Account Number _____

Account Application

Questions? Call 800-642-6795

Website: <http://www.auroracoop.com>

Email: credit@auroracoop.com

Please Print Clearly and Fill Out Completely

Applicant Information

Check Appropriate Box - Check only one of the boxes

Individual / Sole Proprietor
 Limited Liability Company
 Corporation (If you have filed to become an S Corporation, please check Box)
 Partnership
 Trust / Estate
 Other _____

Individual / Sole Proprietor Information - To be completed if Individual/Sole Proprietor box is checked above

Last Name	First Name	MI	Social Security Number [][][]-[][][]-[][][][][]	Date of Birth (mm/dd/yyyy)
Mailing Address			Phone/Cell Number	Email
City	State	Zip	Employer & Occupation	Employer Telephone Number

Spouse / Co-Applicant Information

Last Name	First Name	MI	Social Security Number [][][]-[][][]-[][][][][]	Date of Birth (mm/dd/yyyy)
Phone/Cell Number		Email	Employer & Occupation	Employer Telephone Number

Entity Information - To be completed if Corporation, Partnership, Trust/Estate, LLC or Other box is checked above

Entity Name - As Shown on your Income Tax Return	List State & Date of Incorporation/Organization			
Federal ID Number [][]-[][][][][][][][]	Name of Subsidiaries			
Entity Mailing Address	Email			
City	State	Zip	Telephone Number	Cell Number

This Section **MUST** be Completed by owners of Corporations, Partnerships, Trust/Estate, LLC's or Other (Shareholders, Partners, Authorized Officers, Trustees, Personal Representatives or Members) **Please Note: Corporations, Partnerships, Trust/Estate, LLC's or Other must also sign as Individuals**

Owner Information (Shareholder, Partner, Trustee, Personal Representative or Member)			Owner Information (Shareholder, Partner, Trustee, Personal Representative or Member)		
Last Name	First Name	MI	Last Name	First Name	MI
Social Security Number [][][]-[][][]-[][][][][]	Date of Birth (mm/dd/yyyy)	% Owner	Social Security Number [][][]-[][][]-[][][][][]	Date of Birth (mm/dd/yyyy)	% Owner
Mailing Address			Mailing Address		
City	State	Zip	City	State	Zip
Owner Information (Shareholder, Partner, Trustee, Personal Representative or Member)			Owner Information (Shareholder, Partner, Trustee, Personal Representative or Member)		
Last Name	First Name	MI	Last Name	First Name	MI
Social Security Number [][][]-[][][]-[][][][][]	Date of Birth (mm/dd/yyyy)	% Owner	Social Security Number [][][]-[][][]-[][][][][]	Date of Birth (mm/dd/yyyy)	% Owner
Mailing Address			Mailing Address		
City	State	Zip	City	State	Zip

Primary Bank Reference - MUST be Completed by all Applicants				Other Bank or Trade Reference				
Reference	Bank Name		Contact Person		Name		Contact Person	
	Mailing Address				Mailing Address			
	City		State	Zip	City		State	Zip
	Telephone Number		Fax Number		Telephone Number		Fax Number	

Production Information			
Total Acres Farmed	Total Acres Owned	Crop Insurance <input type="checkbox"/> Yes <input type="checkbox"/> No	Livestock: Type(s) / Quantity
Crop(s) Grown		County &/or Counties where Crop(s) Produced	

Purchases	Credit Limit (Balance Sheet is Required for any Credit Limit Over \$75,000)
Select all that Apply: <input type="checkbox"/> Aerial <input type="checkbox"/> Agronomy <input type="checkbox"/> Energy (Propane/Fuel) <input type="checkbox"/> Animal Nutrition <input type="checkbox"/> Grain	Desired Credit Limit _____

I have read this application and agree to abide by all conditions, policies, and credit terms listed herein. I UNDERSTAND INTEREST WILL BE CHARGED AT A RATE OF A MINIMUM OF 1.33% PER MONTH (16% APR), or maximum rate permitted by law if such maximum rate is less than 16% per annum, WITH A MINIMUM OF \$3.00 ON ALL BALANCES UNPAID MORE THAN 30 DAYS AFTER STATEMENT AND THAT I AM LIABLE FOR ALL COLLECTION FEES INCLUDING BUT NOT LIMITED TO COURT COST AND ATTORNEY FEES WHICH SHALL BE ADDED TO THE PRINCIPAL BALANCE OF MY ACCOUNT AND ACCRUE INTEREST AT THE RATE SET OUT HEREIN.

I grant Aurora Cooperative Elevator Company ("ACEC") a security interest in any grain, patronage accrued, outstanding, or which may be owed from time to time and hereby authorize and agree that ACEC may offset and apply any amounts of said patronage, grain, equity, or otherwise at its sole discretion to any unpaid balance on my Account.

I hereby apply for convenience credit with ACEC and authorize a copy to be sent to the above named references so they may release any and all information with regard to my past and current credit records with them. I hereby certify that I have received a copy of and agree to the credit agreement attached to this application. I also authorize Aurora Cooperative to obtain any other credit information deemed necessary to make an informed decision.

Applicant's Signature - MUST be Signed by All Applicants (Authorized Signature for Entity)			
Applicant's Signature & Title (if applicable)		Date	Co-Applicant's Signature (if applicable)
_____		_____	_____

Personal Guaranty - MUST be Completed by Entity (Corporation, Partnership, Trust/Estate, LLC or Other)

In consideration of the extension of credit by ACEC to Customer all individuals or entities who are signatories hereto and have signed this Application/Credit Agreement (referred to herein as "Guarantors"), jointly, severally, and unconditionally guarantee payment of all amounts Customer shall at any time owe to ACEC on account of goods or services sold and delivered to Customer whether such indebtedness is in the form of notes, bills, open account or otherwise this guaranty shall continue notwithstanding any change in the form of such indebtedness is in the form of such indebtedness or renewals or extensions granted by ACEC without the necessity of obtaining consent of the Guarantors, until expressly revoked by written notice from the Guarantors. Any such revocation shall not in any manner affect the liability of Guarantors as to indebtedness contracted by Customer prior thereto. This guaranty extends to and includes any and all interest due or to become due together with all attorney's fees, costs and expenses incurred by ACEC in connection with any matter covered by the guaranty.

If the Customer/Debtor is a corporation, partnership, limited liability company, trust, estate, or other entity, each person executing the Agreement shall be deemed to personally guaranty the payment on behalf of the Customer/Debtor of all amounts now due or to become due at any point in the future to ACEC and are subject to the credit terms herein.

Guarantor	Signature	Printed Name	Date
	_____	_____	_____
	Signature	Printed Name	Date
	_____	_____	_____

A facsimile of this Application containing signatures, or ACEC's receipt of an email acknowledgement assenting to the Application, shall be deemed original signatures for all purposes related to this Application.

We may from time to time request information for the purpose of conducting a credit review for insuring payment, and you agree to furnish information requested by us within a reasonable period of time. Further, each person executing as applicant or guarantor authorize us to investigate your credit record, and each understand we may obtain a credit report. You authorize us to furnish information about your account to credit reporting agencies. Further, we are authorized to check your credit and employment history and answer questions about your credit experience with us. You also authorize your bank/lending institution to provide a credit reference and your current financial statement to us. If required, a photocopy of this credit application is authorization for the bank and trade references to provide necessary credit information.

Credit Department Use			Credit Limit	Initials	Date
<input type="checkbox"/> Approved	<input type="checkbox"/> Denied - Send Copy of Credit Bureau Report	<input type="checkbox"/> Denied	\$ _____	_____	_____

CREDIT TERMS

Agent/Agency	<p>The Patron or Customer shall identify for ACEC those persons who are authorized to make purchases of products and services on credit. Unless otherwise informed, ACEC shall be permitted to presume that all persons representing Customer are so authorized. Each of the signatories hereto (if more than one) shall be jointly and severally liable for all amounts owed from Customer-- whether charged by Customer or representative of Customer.</p>
Credit Policy	<p>The purpose of this credit policy is to extend CONVENIENCE CREDIT only to patrons and customers. Convenience Credit is extended as an alternative to paying cash each time merchandise is picked up or delivered. All credit sales must be approved by ACEC prior to the time of purchase.</p> <p>All purchases made on credit are due and payable upon receipt of the statement and become delinquent 30 days after the date of the statement. Interest will accrue from and after the date of the statement. However, there will be no interest charge if payment in full is received on or before the 30th day after the date of the statement. All payments received will be applied first to any accrued interest charges and costs with the remainder to be applied to the oldest charge(s).</p> <p>All balances remaining unpaid for more than thirty (30) days following the statement date will be charged an interest charge of one and one-third (1.3333%) per month (minimum \$3.00), annual percentage rate of sixteen (16%), or maximum rate permitted by law if such maximum rate is less than 16% per annum.</p> <p>Delinquent accounts may result in the use of any one, combination, or all of the following: "Past Due" letter notices, revoking Convenience Credit privileges and the account will be put on a cash only basis or COD, Small Claims court, Collection Agency, or an Attorney, or any other remedy available to ACEC at law or equity. The remedies discussed herein are nonexclusive, shall be exercised in ACEC's sole discretion, and exercise of any one such remedy will not be deemed a waiver of or detrimentally effect ACEC's right to utilize any other available remedy.</p> <p>ACEC reserves the right to terminate credit sales at any time without prior notification. No additional sales or products on credit will be allowed if the Customer has a past due balance more than thirty (30) days following the statement date. The Customer's return to credit status following the termination of credit sales will be solely at the discretion of ACEC and may be under additional terms, orally or written as the Cooperative may require. ACEC reserves the right to require that the Customer reapply for Convenience Credit.</p> <p>This consent shall also encompass any charges which the Customer does not sign the sales invoice.</p> <p>Nothing herein shall be deemed a waiver, by ACEC, of its rights to take legal or equitable action to collect amounts due from the Customer.</p>
Truth-In-Lending Statement	<p>The Federal Regulation commonly referred to as "TRUTH IN LENDING" requires all businesses to disclose credit cost to a customer as in INTEREST CHARGE in terms of an ANNUAL PERCENTAGE RATE. In compliance with that regulation the following information is provided.</p> <p>A Statement containing the current account balance shall be rendered to all Customers with an open account balance after the close of each month. The statement is due and payable in full upon its receipt and an INTEREST CHARGE of 1.33% per month (minimum \$3.00) upon the balance thereof shall accrue from and after the statement date. This INTEREST CHARGE is equivalent to an ANNUAL PERCENTAGE RATE of 16% on the unpaid principal balance. All interest accrued shall not be charged to the Customer if the balance of the statement is paid in full on or before the 30th day after the date of the statement. Any balance unpaid on the 31st day after statement shall be assessed the then accrued interest and shall continue to accrue interest thereafter at the rate set out herein.</p> <p>We are required by law to inform you that any credit accumulated within ACEC, if any may be applied solely at our discretion towards your delinquent account without notification, should your account not be paid in accordance with the terms set forth above.</p> <p>The extension of this credit will give ACEC a lien upon your entities in the Cooperative, and in your current crops and/or livestock as provided by the law of the State in which Customer receives services or goods from ACEC.</p>
Confirmation of Information Accuracy & Release of Authority to Verify	<p>The signatories hereto, for the purpose of procuring and establishing credit from time to time with ACEC and to induce ACEC to permit Customer to become indebted to ACEC for purchase of goods, materials and/or services, furnishes the above business and personal credit information. The signatories hereto, jointly and individually, certify that all information in this Credit Application and accompanying Financial Statements is complete, factual and correct, and understands that ACEC will rely on the accuracy of this information for any credit that may be extended. ACEC is hereby expressly authorized to contact any parties listed herein and to verify any information contained in the Credit Application. The signatories hereto hereby waive any privacy of credit information rights or regulations.</p> <p>If any representations made in this Application prove to be untrue, the signatories hereto agree that all obligations of Customer to, or held by, ACEC shall immediately become due and fully payable without demand or notice. The signatories hereto hereby acknowledge and agree to be bound by the Credit Terms which appear in this application.</p>
Lien Interest	<p>Pursuant to the By-laws of ACEC and this Agreement, ACEC possesses a first lien in the membership and other equities of any Patron in the Cooperative to the extent of any unpaid credit balance. The Customer hereby acknowledges ACEC's lien interests and authorizes all necessary acts by ACEC to protect and enforce such lien interest.</p> <p>ACEC is authorized to file any statutory lien as allowable by state law, including without limitation, Agricultural Liens, Mechanics Liens, Petroleum Liens, Agricultural Production Liens, Seed Liens, Fertilizer and Agricultural Chemical Liens, and otherwise. Moreover, the signatures hereto authorize ACEC to electronically file an effective financing statement in satisfaction of section 1324 of the Food Security Act of 1985 and all state laws governing farm product security interests. TX only: the sale of agricultural chemicals or agricultural seed on credit and the provision of labor related to agricultural chemicals or agricultural seed is subject to Chapter 128, Agriculture Code. Failure to pay the agreed or reasonable charges for the chemicals, seed, or labor may result in the attachment of a lien to the proceeds of the Agricultural products produced within the aid of the chemicals, seed, or labor.</p>
Credit Limits	<p>ACEC shall assign the Account with a credit limit and the Customer agrees not to exceed that limit. No additional charges will be permitted once the limit has been met or passed. If the Customer feels that the limit should be changed, a written request may be submitted to the Credit Manager at anytime.</p>
Change of Terms	<p>Credit terms may be changed at the discretion of ACEC including, but not limited to, changing the due date, changing the billing cycle, or on any other matter after notice of such change has been given to the Customer.</p>
Termination of Credit	<p>ACEC reserves the right to terminate credit sales at any time without prior notification. No additional sales of products or services on credit will be allowed if the Customer is in Default under any obligation in this Application or if any representation made herein or otherwise proves to be false or becomes false and is not timely cured or has a past due balance more than 30 days following the statement date. The Customer's return to credit status following the termination of credit sales will be sole at the discretion of ACEC and may be under such additional terms, oral or written, as ACEC may require.</p>
No Waiver Rights	<p>Neither an extension of time for payment granted in ACEC's sole discretion to the Customer, or any co-signer/guarantor, nor acceptance of partial payment by ACEC, if any, shall constitute a waiver of any right to full payment of all sums due and owing to ACEC by the Customer, or constitute a waiver of any similar obligations or default by the Customer then occurring or occurring at a later date or constitute a waiver of ACEC's right to pursue any remedy hereunder or otherwise available at law or equity.</p>
Right of Offset	<p>Customer agrees that ACEC may offset and apply any amounts it may, from time to time, owe Customer for whatever reason against any unpaid past due balance of Customer, including but not limited to any sums owed for patronage or otherwise.</p>
Administrative Charges & Return Payment Fee	<p>ACEC may assess a reasonable charge to offset the additional administrative cost incurred by the ACEC when Customer pays all or a portion of his or her Account balance by credit card. Such charges shall be added to the Customer's Account balance prior to completing the credit card payment transaction.</p> <p>A returned payment charge of up to \$30.00 will be assessed on each check that is not honored or is returned because it cannot be processed, and each EFT or automatic debit which is returned unpaid.</p>
Collection	<p>The terms of this Application and any other Credit Agreement executed between ACEC and Customer shall be binding upon the heirs, executors, administrators, successors, and assigns of the Customer and any signatories hereto and shall inure to and may be enforced by ACEC, its successors and assigns.</p> <p>In the event that ACEC incurs any costs for collection of any delinquent balance of the Account, the Customer and any other signatories hereto will be required to reimburse ACEC for its costs, including but not limited to reasonable attorney's fees. Such costs and expenses shall included but not be limited to an attorney, not a salaried employee of ACEC, court costs, and other pre-judgment and post-judgment attorney's fees and cost.</p> <p>Notice: Co-Applicants and other signatories hereto understand and agree to pay any indebtedness incurred pursuant to the terms of this Application and Credit Agreement by the Customer or those authorized by the Customer, or any other agent or representative of Customer, although they may not personally receive the goods, merchandise, materials, or services. Co-Applicants and any other signatories hereto may be sued for payment although the Customer or other person who received the goods, merchandise, materials, or services is able to pay.</p>
Guaranty	<p>In consideration of the extension of credit by ACEC to Customer all individuals or entities who are signatories hereto and have signed this Application/Credit Agreement (referred to herein as "Guarantors"), jointly, severally, and unconditionally guarantee payment of all amounts Customer shall at any time owe to ACEC on account of goods or services sold and delivered to Customer whether such indebtedness is in the form of notes, bills, open account or otherwise this guaranty shall continue notwithstanding any change in the form of such indebtedness is in the form of such indebtedness or renewals or extensions granted by ACEC without the necessity of obtaining consent of the Guarantors, until expressly revoked by written notice from the Guarantors. Any such revocation shall not in any manner affect the liability of Guarantors as to indebtedness contracted by Customer prior thereto. This guaranty extends to and includes any and all interest due or to become due together with all attorney's fees, costs and expenses incurred by ACEC in connection with any matter covered by the guaranty.</p> <p>The Guarantors hereby waive notice of acceptance or non-payment. No delay by ACEC in exercising any right hereunder or taking any action to collect or enforce payment of any obligation hereby guaranteed, either as against Customer or any other person otherwise liable, shall operate as a waiver of any such right or in any manner prejudice the rights of ACEC against the Guarantors. The Guarantors hereby agree that in the event of any default or delinquency by Customer, ACEC shall be entitled to proceed against the Guarantors immediately for such payment without prior demand or notice. The Guarantors further agree to pay reasonable attorney fees and all other costs and expenses incurred by ACEC in the enforcement of this guaranty.</p> <p>If the Customer is a corporation or other entity, the person executing this Agreement hereby expressly acknowledges that he or she have guaranteed all obligations of Customer to ACEC as set out in this section and that said signatory is a Guarantor. A facsimile of signatures, shall be considered as originals of the same.</p> <p>Guarantors hereby authorize ACEC to investigate any references herein listed or obtain from them or from other sources information pertaining to Guarantors credit-financial responsibility. Guarantor also authorizes that an interest charge assessed to the balance of any delinquent account until paid. The current INTEREST CHARGE RATE is 1.33 % per month which equals an ANNUAL PERCENTAGE RATE of 16% based upon a 360 day year. This is subject to increase or decrease in accordance with general usury laws.</p> <p>Guarantors and Customer have read this application and agree to abide by all conditions, policies and credit terms listed herein.</p> <p>GUARANTORS AND CUSTOMER UNDERSTAND INTEREST WILL BE CHARGED AT A RATE OF A MINIMUM OF 1.33% PER MONTH (16% APR) WITH A MINIMUM OF \$3.00 ON BALANCES OVER 30 DAYS AND THAT GUARANTORS AND CUSTOMER ARE LIABLE FOR ALL LEGAL AND COLLECTION FEES.</p>



Patronage Consent Agreement

Questions? Call 800-642-6795

Website : <http://www.auroracoop.com>

(Substitute Form W-9)

The undersigned Patron of the Aurora Cooperative Elevator Company ("ACEC"), effective on the beginning of the fiscal year of the ACEC of the date below, consents the amount of any distributions with respect to patronage occurring after that date, which are made in written notices of allocation (as defined in 26 U.S.C. 1388) and which are received by Patron from ACEC, will be taken into account by Patron as their notices of allocation are received.

This Agreement shall be effective with respect to all patronage occurring during the taxable year of the ACEC in which this consent is received by the ACEC and, unless revoked under Section 1388 (c) (3) (B), for all subsequent taxable years.

Please Print Clearly and Fill Out Completely

Full Legal Name of Individual or Entity - As Shown on your Income Tax Return

Check Appropriate Box - For Federal Tax Classification of the name listed above. Check only one of the boxes.

Individual / Sole Proprietor
 Limited Liability Company
 Corporation (If you have filed to become an S Corporation, please check Box)
 Partnership
 Trust / Estate
 Other _____

Mailing Address _____ **City** _____ **State** _____ **Zip** _____

Telephone Number _____ **Cell Number** _____ **Email** _____

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given above to avoid backup withholding.

Individuals and Sole Proprietors, enter your **SOCIAL SECURITY NUMBER** >>

□	□	□	-	□	□	-	□	□	□	□
OR										
□	□	-	□	□	□	□	□	□	□	□

All others, enter your **FEDERAL EMPLOYER IDENTIFICATION NUMBER** >>

□	□	-	□	□	□	□	□	□	□	□
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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 to be issued to me), and
- 2) I am not subject to backup withholding either 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. or other U.S. person as defined in the IRS Form W9 instructions.

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.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Individual/Sole Proprietor Signature

Signature	Printed Name	Date of Birth (mm/dd/yyyy)	Date
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The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Entity Signatures - This Section MUST be Completed by owners of Corporations, Partnerships, Trust/Estate, LLC's or Other (Shareholders, Partners, Authorized Officers, Trustees, Personal Representatives or Members)

Authorized Signature	Printed Name	Title	Date
-----------------------------	---------------------	--------------	-------------

Full Legal Name (Printed)	Date of Birth (mm/dd/yyyy)	% Owner	Full Legal Name (Printed)	Date of Birth (mm/dd/yyyy)	% Owner
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Mailing Address	Mailing Address
------------------------	------------------------

Signature	Date	Signature	Date
------------------	-------------	------------------	-------------

Full Legal Name (Printed)	Date of Birth (mm/dd/yyyy)	% Owner	Full Legal Name (Printed)	Date of Birth (mm/dd/yyyy)	% Owner
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Mailing Address	Mailing Address
------------------------	------------------------

Signature	Date	Signature	Date
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