



FERTIZONA – YUMA, L.L.C.  
 4290 E. COUNTY 10½ STREET • YUMA, AZ 85365  
 PH/ 928.344.9806 • FAX/ 928.344.9829

Sales Rep: \_\_\_\_\_

## APPLICATION FOR CREDIT

Applicant: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

Billing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Location Address(s): \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

\_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Credit Limit Requested \$: \_\_\_\_\_ Federal Tax I.D. #: \_\_\_\_\_

Taxable       Tax Exempt – Please provide appropriate tax exempt documents.

Proprietorship     Partnership     Corporation    Other: \_\_\_\_\_

List Owners (if Proprietorship or Limited Liability Corporation), Partners (if Partnership), Officers (if Corporation):

NAME	ADDRESS	SOC. SEC. #	POSITION
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**CREDIT SALES AGREEMENT:** By submitting this application, and in order to induce Fertizona to approve the sale or delivery of any goods on account, Applicant hereby agrees as follows:

- Applicant's signature and any guarantor's signature hereon authorizes Fertizona to investigate applicant's and/or any guarantor's credit background from any sources including those provided by applicant, and including, but not limited to, an individual consumer credit report and industry trade group associations in connection with credit decisions made from time to time. Applicant authorizes its bank and/or other agency with which it has financial arrangements to release to Fertizona financial information to support this application and any future credit decisions.
- This agreement shall be governed by the laws of Arizona. The parties agree that jurisdiction and venue for all disputes arising from the subject matter of this contract shall be in Yuma County. Should any aspect of this agreement be unenforceable, then all other aspects shall remain valid and binding and provisions hereof are severable.
- Our normal terms are Net 30 days from date of invoice. If applicant fails to pay any invoice amount by its respective due date, Applicant may be assessed a Late Charge on the unpaid balance of all unpaid invoices from the date the total amount of invoice is due and payable at the rate of 1.5% per month (18% per annum) of such lesser amount as Fertizona may charge. Applicant shall be responsible for the payment of all cost of collections, including reasonable attorney fees.
- All payments made by the Applicant will be applied first to any outstanding finance charge and the remainder to the unpaid balance of product purchased.
- Credit is at the absolute discretion of Fertizona who may grant, deny, alter, modify, or terminate credit or credit terms without further notice, at any time. Fertizona will have the absolute right in its sole discretion to cease providing goods and/or services to the Applicant or any other person or entity at any time.
- Fertizona will not be liable for any damages suffered as a result of the cessation of such services or the non-delivery of goods. Fertizona may deliver products upon request. However, cropping conditions may change and immediate availability of some products and services may not always occur on a timely basis. Fertizona agrees to keep Applicant informed of any changes that may pertain to the delivery of products and services.
- Pest Control Advisors (PCAs) may be provided, upon request, as a service to Applicant. These PCAs are licensed professionals who may give recommendations about such things as: pest conditions, plant growth regulators, fertility and disease control. Other services may be available upon request. The PCAs duty is to provide Applicant with timely information, recommendations and/or a summary of services as performed. The PCAs cannot guarantee a successful crop. The ultimate responsibility for the success or failure of a crop remains with the grower at all times.

On behalf of the Applicant, I hereby represent and warrant that I have read the above terms, that I fully understand and agree to the above terms, and that all information on this application/contract is complete and accurate as of the date below.

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

**FARMING INFORMATION:**

Number of years farming: \_\_\_\_\_ Total acres farmed: \_\_\_\_\_ Owned: \_\_\_\_\_ Leased: \_\_\_\_\_

Grower Permit Number: \_\_\_\_\_ Restricted-Use Permit Number: \_\_\_\_\_ Other Permit(s): \_\_\_\_\_

**PRINCIPAL CROPS GROWN:**

CROP	ACRES	CROP	ACRES	CROP	ACRES
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

**PRINCIPAL SOURCE OF FINANCING:**

Name of lender: \_\_\_\_\_ Branch: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Loan Officer: \_\_\_\_\_

**MAJOR SUPPLIERS:**

COMPANY	ADDRESS	PHONE
Fertilizer: _____	_____	(____) _____
Chemical: _____	_____	(____) _____
Seed: _____	_____	(____) _____
Fuel: _____	_____	(____) _____

**INDIVIDUAL PERSONAL GUARANTEE**

The undersigned, jointly and severally hereafter called the "Guarantor", in order to induce Fertizona to extend or continue to extend credit accommodations to the Applicant, hereby guarantees to Fertizona the full and prompt payment of all accounts, loans, drafts, notes, bills, and all other debts, obligations, and liabilities of every kind and description, whether now owing or hereafter arising out of credit previously, contemporaneously or hereafter granted by Fertizona by the Applicant, whether arising from dealings between Fertizona and the Applicant, or from dealings by which Fertizona may become in any manner whatever a creditor of the Applicant. This shall be a continuing and unlimited Guarantee and shall not be affected by any payment made by the Applicant to Fertizona whether in form of cash, property, renewal or other consideration.

If this Guarantee should be signed by more than one person, all persons having executed the agreement acknowledge that their obligation hereunder shall be joint and several. Each of the parties executing this Guarantee expressly authorizes Fertizona to proceed against any one of them, the other(s) hereby waive any defense of election of remedies and agree to continue to be liable under the terms of this agreement for any amount remaining owing between the Applicant and Fertizona. The undersigned hereby waive all notices hereunder, demand, presentation and any and all notices of protest, default, or nonpayment. The undersigned consent to any and all extensions or renewals made by Fertizona for or on account of any indebtedness of the Applicant to Fertizona. Fertizona may proceed directly against the undersigned in the event of any default by the Applicant without resort to any other persons, to the assets of the Applicant, to any collateral security granted by Applicant to Fertizona or the liquidation of any collateral security given hereunder to support the Guarantee.

This Guarantee shall not be revoked by death, and shall continue in force as to all obligations contracted between the Applicant and Fertizona before receipt of a notice of its revocation by Fertizona. Unless the liability of Guarantor is limited below, this Guarantee is unconditional. The Guarantor(s) agree to pay all Fertizona's costs incurred to enforce this agreement, including reasonable attorney's fees. Guarantor(s) warrants there are no oral or written agreements between it and Fertizona which would alter the Guarantor's liability hereunder. Guarantor further agrees that there has been no reliance upon collateral security taken or intended to be taken by Fertizona from Applicant and waives Fertizona's failure to perfect upon or take such collateral as security, whether intentionally, inadvertently or by neglect, and whether or not Fertizona intended to acquire and perfect its interest in such collateral.

**GUARANTOR'S(S) SIGNATURE:**

X \_\_\_\_\_ Date: \_\_\_\_\_

X \_\_\_\_\_ Witnessed by: \_\_\_\_\_