



FERTIZONA – FENNEMORE, L.L.C.
 P.O. BOX 807 • 17102 W. OLIVE AVE.
 WADDELL, AZ 85355
 PH/ 623.935.4252 • FAX/ 623.935.7173

Sales Rep: _____

APPLICATION FOR CREDIT

Customer: _____ 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 |
|-------|---------|-------------|----------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

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: _____ | _____ | (____) _____ |

TERMS AND CONDITIONS

In consideration of the extension of credit, and/or its continuation of previously extended credit by Fertizona – Fennemore, L.L.C. (“Fertizona”), its affiliates or subsidiaries, the undersigned Customer hereby agrees to the following terms and conditions:

1. All information provided in this Application for Credit and Continuing Guarantee shall form the basis for a Credit Agreement and is true and complete.
2. The person signing this application represents s/he is either the Customer or a representative of Customer with full legal authority to enter into legally binding agreements on behalf of Customer. This Credit Agreement may be executed by the parties in counterparts including by means of facsimile or electronic (.pdf) signature pages, any of which need not contain the signature of more than one party and each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and all such copies shall be binding and effective as if the original.
3. Customer’s signature and any Guarantor’s signature hereon authorizes Fertizona to investigate Customer’s and/or any Guarantor’s, officer’s or owner’s credit background from any sources including those bank and trade references provided on page 1 by Customer, and including, but not limited to, individual consumer credit reporting agencies and industry trade group associations in connection with credit decisions made from time to time. Customer 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.
4. Fertizona shall have the right to limit the amount of credit available to Customer and may increase or decrease this limit at Fertizona’s sole discretion without notice to any person, including Customer and Guarantor(s). In the event that Customer makes purchases that exceed any previously requested and/or approved credit limit, such purchases shall be deemed a request by Customer to increase its credit limit. Customer will be deemed to have actual knowledge of such additional credit purchases, and Customer agrees to assume full responsibility and to pay additionally any such amounts which exceed the credit limits previously set by Fertizona.
5. Fertizona’s normal credit terms are Net 30 days from the date of invoice. Past due accounts may be subject to credit hold. If Customer fails to pay any invoice amount by its respective due date, Customer may be assessed a Finance 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) or such lesser amount as Fertizona may charge. Customer shall be responsible for the payment of all cost of collections, including reasonable attorney fees.
6. To secure the performance of all Agreements contained herein and the payment of any and all of Customer’s Obligations to Fertizona, whether under this Agreement or otherwise, whether in existing or future Credit Agreements from Customer or any of them to Fertizona, Customers hereby grants Fertizona a security interest in and to all of the following whether now owned or hereafter acquired: all products and proceeds thereof, all additions or accessions thereto, and all substitutions and replacements thereof; all crops growing, grown, or to be grown; all harvested crops; all livestock; all warehouse receipts or other documents (negotiable or non-negotiable) issued for storage of such crops; all seed, fertilizer and chemicals, and any other crop input products; all contract rights, chattel paper, documents, instruments, accounts, accounts receivable, general intangibles, and cash and non-cash proceeds from the sale, exchange, collection, or disposition of any of the collateral; all entitlements and payments, whether in cash or in kind, arising under any governmental, whether Federal or State, agricultural subsidy, deficiency, diversion, conservation, disaster, or any similar or other programs (“Collateral”). Customer hereby authorizes and grants to Fertizona on Customer’s behalf an irrevocable power of attorney to execute and file such financing statements, effective financing statements and farm product central and/or private notice statements, and other instruments as Fertizona deems necessary to establish, maintain and enforce a valid security interest in the Collateral or in the alternative, Fertizona is authorized to file the financing statement and such other instruments without Customer’s signatures.
7. Jurisdiction and venue for any litigation or legal proceedings arising out of this Credit Agreement shall be in a court of appropriate jurisdiction located in Pinal County, Arizona, and shall be governed in accordance with the laws of the State of Arizona.
8. All payments made by Customer may be applied first to any outstanding finance charge and the remainder to the unpaid balance of product purchases.
9. This Credit Agreement constitutes the entire agreement between Customer and Fertizona. Should any provision of this Credit Agreement be invalid or unenforceable for any reason, the remaining provisions hereof shall remain in full effect.
10. This Credit Agreement shall inure to the benefit of Fertizona and its successors or assigns.
11. Fertizona will not be liable for any damages suffered as a result of the cessation of 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 Customer informed of any changes that may pertain to the delivery of products and services.
12. Pest Control Advisors (PCAs) may be provided, upon request, as a service to Customer. These PCAs are licensed professionals who may give recommendations about such things as: pest conditions, plant growth regulators, fertility and disease control. The PCA’s duty is to provide Customer with timely information, recommendations and/or a summary of services as performed. The PCAs cannot and does not warranty or guarantee a successful crop. Customer is instructed to review any information, reports or recommendations provided by the PCA and make its own determination as to the validity of the data and suitability of the recommendations. The ultimate responsibility for the success or failure of a crop remains with the Customer at all times.

On behalf of the Customer, I hereby represent and warrant that I have read the above terms and conditions, that I fully understand and agree to the above terms, and that all information on this Application/Credit Agreement is complete, accurate and not misleading in any way as of the date below.

Signature: _____ Title: _____

Print Name: _____ Date: _____

CONTINUING GUARANTEE

As a direct and material inducement to Fertizona to extend credit to:

_____ (“Customer”), and in consideration of such extension and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned “Guarantor(s)” jointly and severally, unconditionally and personally, guarantee full payment, performance and compliance by Customer of all terms and conditions set forth in the above Credit Application, including without limitation, all purchases, debts, obligations and liabilities of Customer, now or hereafter incurred or entered into by Customer. Guarantor(s) understands and agrees that Guarantor’s liability extends to all outstanding amounts owed by Customer, including without limitation, any amounts that may exceed any previously stated credit limit for Customer, and any fees or costs incurred by Fertizona in the collection of any amounts due hereunder. Guarantor(s) hereby authorizes, but does not require, Fertizona to, from time to time, review and renew the extension of credit to Customer, and/or to modify Customer’s payment terms or schedule, and to increase or decrease Customer’s credit limits, all without further notice to Guarantor(s); it being Guarantor’s obligation to monitor any credit balances owed by Customer to Fertizona. The liability of Guarantor(s) shall not be affected by any compromise, modification, release or discharge of Customer’s indebtedness, unless otherwise agreed to by Fertizona in writing, whether by operation of law or otherwise, or by any change in the form of indebtedness, or by any modification of the forms of sale made by Fertizona to Customer, or by the addition of any other Guarantor(s).

This Guarantee is a continuing guarantee and may only be withdrawn or revoked in writing by Guarantor(s), which must be sent to Fertizona by certified mail with return receipt, or by other form of delivery requiring acknowledgment of receipt by Fertizona. Any such withdrawal or revocation of this Guarantee shall not be effective unless Guarantor(s) is able to provide and prove written acknowledgment of receipt by Fertizona. Any such withdrawal or revocation of this Guarantee by Guarantor(s) shall not be effective as to any outstanding balances or purchases made prior to Fertizona’s receipt of such withdrawal or revocation, and Guarantor(s) shall remain fully liable therefore. Fertizona reserves the right, within its sole and absolute discretion, to cancel Customer’s right to future credit at any time following any such withdrawal or revocation by Guarantor(s). Guarantor(s) agrees that separate actions may be brought against Guarantor(s) whether or not Customer or other parties deemed by Customer to be responsible are joined in any such action.

Guarantor(s) waives all presentments, demands for performance, notice of nonperformance, protests, notices of protest, notices of dishonor, and notices of acceptance of this guarantee and of the incurring of new or additional indebtedness or the extension or nonpayment of indebtedness. Guarantor(s) waives any defense arising from the impairment or loss of any right of reimbursement, contribution or subrogation.

Guarantor(s) hereby authorizes Fertizona to investigate any credit and financial records, including banking records, which are in the name of Guarantor(s) and authorizes Fertizona to share the information received from any consumer credit report with Fertizona’s affiliates, agents, attorneys, officers and owners. Guarantor(s) acknowledges and understands that Guarantor(s) liability hereunder is intended to be personal, irrespective of whether Guarantor(s) executes this Guarantee using a company title or position. This Continuing Guarantee is intended to inure to the benefit of Fertizona, and its successors or assigns. If litigation is instituted to enforce this Continuing Guarantee, Guarantor(s) agrees to jurisdiction and venue as specified in the Credit Application, authorization and Credit Agreement above.

EXECUTED AND DELIVERED this _____ day of _____, 20_____.

GUARANTOR

GUARANTOR

Signature

Signature

Printed Name

Printed Name

Witnessed by

Witnessed By