

Salesman/Location: \_\_\_\_\_

# AgVantage FS, a division of GROWMARK, Inc.

1600 8<sup>th</sup> St. SW, PO Box 828 • Waverly, Iowa 50677

Phone: (319) 483-4900 • Toll Free: (800) 346-0058 • Fax: (319) 483-4992

Website: agvantagefs.com • Email: mailus@agvantagefs.com

**Please complete this box if you would like to receive a FastStop fuel card for purchases at FastStop locations.**

Required to use card (choose one):

PIN # Only

PIN # & Vehicle #

PIN #, Vehicle # & Odometer

Choose your 4 digit PIN #: \_\_\_\_\_

Number of Cards Requested: \_\_\_\_\_

## INDIVIDUAL CUSTOMER CREDIT APPLICATION AND CREDIT AGREEMENT (CONSUMER)

Name \_\_\_\_\_  
First Middle Last SS# or Federal Tax ID# Date of Birth

Mailing Address \_\_\_\_\_  
Street/ PO Box Apt # City State Zip Code # of Years at Address

Delivery Address (if different from Mailing Address) \_\_\_\_\_

Primary Telephone # \_\_\_\_\_ Secondary Telephone # \_\_\_\_\_ Email Address \_\_\_\_\_

Nearest relative (not presently living with you) \_\_\_\_\_ Address/ City / State/ Zip Telephone #

( ) Own ( ) Rent \_\_\_\_\_  
If renting please list Landlord's Name and Address Landlord's Telephone #

### REFERENCES

\*\*\*NOTICE\*\*\* It is the practice of some references to charge a fee for providing credit information. The Applicant will be responsible to pay any such fees that may be assessed by a credit reference before an account is opened.

Financial Institution \_\_\_\_\_  
Name and Address City State/ Zip Telephone #

Reference 1: \_\_\_\_\_  
Name and Address of Unrelated Reference City State/Zip Telephone #

Reference 2: \_\_\_\_\_  
Name and Address of Unrelated Reference City State/Zip Telephone #

### EMPLOYMENT REFERENCES

Present Employer \_\_\_\_\_  
Address City State /Zip # Of Years Annual \$ Salary Telephone #

### CO-APPLICANT

( ) Co-Applicant \_\_\_\_\_  
First Middle Last Name SS# or Federal ID# Date of Birth

We intend to apply for joint credit.  Applicant  Co-Applicant

Co-Applicant's Present Employer \_\_\_\_\_  
Address City State /Zip # Of Years Annual Salary Telephone #

Other Source(s) of Income: (Alimony, child support or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.) Description: \_\_\_\_\_  
Amount \$ \_\_\_\_\_

### Type of products you intend to purchase from AgVantage FS, a division of GROWMARK, Inc. (Please mark all that apply):

Propane  Liquid Fuel (Gas/Diesel)  Agronomy  Amount of Credit Requested \$ \_\_\_\_\_

**Authorization to Investigate.** Upon receipt of this Individual Customer Credit Application and Credit Agreement (Consumer) ("Agreement"), and from time to time during the term of this Agreement as determined to be appropriate by Company, Applicant (identified above) and any Co-Applicant applying for joint credit ("Co-Applicant") hereby authorize AgVantage FS, a division of GROWMARK, Inc. (hereinafter referred to as "Company") to contact the Financial Institution and References identified above, to investigate the creditworthiness and financial responsibility of Applicant. Applicant, Co-Applicant and Guarantor(s) are hereinafter collectively referred to as "Applicant". Applicant authorizes Company to provide a copy of this Agreement to the Financial Institution and References identified above, or to any consumer reporting agency, at any time after Applicant's execution of this Agreement and

at the sole discretion of Company. Applicant authorizes and directs the Financial Institution and Reference or consumer reporting agency, to compile and furnish to Company any information it may have or obtain in response to such credit inquiries from Company, and Applicant agrees that such information and this Agreement are the property of Company whether or not credit is extended. Applicant shall notify Company of any material change in Applicant's financial condition. Applicant shall be required to update the information contained in this Agreement upon request from Company.

**Additional Terms and Conditions.** Applicant acknowledges that this Agreement is subject to, and hereby incorporates and makes a part hereof, the Credit Application and Credit Agreement (Consumer) Terms and Conditions and the Consumer Credit Policy set forth below, as well as the Terms and Conditions set forth in any and all invoices provided to Applicant, by Company. In the event of a conflict between the terms of any invoice provided by Company and the Terms and Conditions of this Agreement, the Terms and Conditions of this Agreement shall prevail.

Applicant hereby affirms that they have read and understood all of the provisions of this Agreement, inclusive of all Terms and Conditions and the Consumer Credit Policy, that they understand all of such provisions and agree to be bound.

**APPLICANT HEREBY KNOWINGLY AND VOLUNTARILY IRREVOCABLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING OUT OF, OR BASED UPON THIS AGREEMENT OR THE COLLATERAL SECURING THIS AGREEMENT.**

**IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE, NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS AGREEMENT MAY BE LEGALLY ENFORCED. APPLICANT MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE SHALL ALSO BE EFFECTIVE WITH RESPECT TO ALL OTHER CREDIT AGREEMENTS NOW IN EFFECT BETWEEN APPLICANT AND COMPANY. A MODIFICATION OF ANY OTHER CREDIT AGREEMENTS NOW IN EFFECT BETWEEN APPLICANT AND COMPANY, WHICH OCCURS AFTER RECEIPT BY APPLICANT OF THIS NOTICE, MAY BE MADE ONLY BY ANOTHER WRITTEN INSTRUMENT. ORAL OR IMPLIED MODIFICATIONS TO SUCH CREDIT AGREEMENTS ARE NOT ENFORCEABLE AND SHOULD NOT BE RELIED UPON.**

**X** \_\_\_\_\_ **X** \_\_\_\_\_  
Signature of Applicant Date Signature of Co-Applicant Date  
if Applying for Joint Credit

**Guaranty of Payment (If Required)**

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the undersigned, intending to be legally bound, hereby jointly and severally (if there is more than one guarantor) guarantees absolutely and unconditionally the prompt payment of any and all indebtedness of Applicant or Co-Applicant to Company now or hereinafter incurred.

**X** \_\_\_\_\_ **X** \_\_\_\_\_  
Guarantor Signature Guarantor Signature Address  
\_\_\_\_\_  
Printed Name Date Printed Name Date

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age; because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the consumer credit protection act. The Federal Agency that administers compliance with this law concerning the creditor is Federal Trade Commission, Equal Credit Opportunity; Washington, D.C. 20580.

**TERMS AND CONDITIONS**

**Representations.** Applicant represents and warrants that the information provided by Applicant is complete and accurate.

**Credit Limit.** Upon Company's approval of, and in reliance on, information submitted by or received about Applicant, Company may assign a maximum credit amount to Applicant's account from time to time and Company may permit Applicant to obtain goods and services with or without credit terms up to such credit amount. The amount and use of Applicant's credit will be governed by Company pursuant to the terms of this Agreement, and Company retains the right to reduce the credit limit, and to terminate Applicant's right to purchase goods and services with or without credit, at any time, without prior notice, except as otherwise required by law. Company's grant of credit does not constitute approval of the credit limit sought herein. In the event Company, in its sole discretion, elects to advance credit in excess of the credit limit, the same shall not bind Company to extend credit to that extent in the future. This Agreement shall remain in effect in the event Applicant's credit balance is reduced to zero from time to time.

**Payment and Interest Charges.** For value received, Applicant promises to pay to the order of Company the amount of invoiced credit as may be extended by Company from time to time as evidenced on the books and records of Company, plus any finance charge thereon established herein, plus all other fees imposed by Company from time to time, in the event of Applicant's default under this

Agreement, and other remedial obligations imposed on Applicant hereunder. Payment must be received by Company by the 25<sup>th</sup> day of the month following the original invoice date or if no invoice is issued, within thirty (30) days following the date of delivery of products or services. Payments shall be directed to the address for notice set forth herein or the payment address provided in Company's invoice. Applicant authorizes Company to process any checks submitted as an automated clearing house transaction. Applicant acknowledges and agrees to be bound by the terms of any purchase program, offering, invoice, statement, policy or procedures of Company, whether related to credit requirements or otherwise. The unpaid principal balance owing to Company after any applicable due date shall bear interest at the lesser of the rate of twenty-four percent (24%) per annum or the maximum legal rate. Payments shall be applied by Company first to unpaid interest charges, then to accrued and unpaid expenses, and then to the unpaid principal balance. Applicant, Co-Applicant and any Guarantor(s) are jointly and severally liable for any and all indebtedness under this Agreement.

**Default.** Occurrence of any of the following shall constitute a default: (a) the failure to make any payment hereunder on or before any due date; (b) breach of any representation, covenant or obligation under this Agreement (c) if any statement or report furnished by Applicant to Company is false in any material respect.

**Remedies.** In the event of default hereunder by Applicant, all of Company's obligations hereunder shall immediately cease and Company shall have the right to specific performance, injunctive relief, money damages, offset against amounts owed to Applicant including, but not limited to, any patronage or amounts due to Applicant from Company, or immediate termination of this Agreement without notice to Applicant. In addition, at Company's option, all unpaid indebtedness of Applicant to Company shall become immediately due and payable, without notice to or demand upon Applicant, except such right to cure as is provided by statute. Applicant's obligations shall be absolute, irrevocable and unconditional, irrespective of the legality or validity of any obligation hereunder or under any related agreements and shall not be subject to any counterclaim, setoff, deduction or defense based upon any claim Applicant may have against Company or any other person and shall remain in full force and effect without regard to, and shall not be released, discharged or in any way affected by, any circumstance or condition. Company's rights and remedies shall be cumulative and nonexclusive.

**Limitation of Liability.** Company shall not be liable for any lost profits or any form of consequential, incidental, indirect, punitive or special damages arising out of or relating to this Agreement or the goods or services provided by Company to Applicant. The sole remedy of Application for breach of warranty by Company shall be return of the purchase price of the goods or services provided by Company.

**Notices.** Any notice required to be given under this Agreement shall be deemed given when in writing and personally delivered to Applicant or Company or if by mail is by mail, three (3) days after the Notice is mailed. Notices to Applicant must be mailed to the address provided herein by Applicant and Notices to Company must be mailed to Company's Address, Attn: Credit Department (subject to change on written notice) at PO Box 828, Waverly, IA 50677.

**Miscellaneous.** This Agreement and the terms of any invoices issued by Company constitute the entire understanding of the parties with regard to the subject matter hereof, supersedes all prior agreements related to the subject matter hereof between the parties, is intended as a final expression of their agreement, shall take precedence over any other documents which may conflict with this Agreement, shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns. No waiver of any default shall be deemed as a waiver of any other default. If any provision hereof is held invalid, such invalidity shall not affect the operation of any other provision and such invalid provision shall be deemed to be severed from this Agreement. No rule of strict construction shall be applied to the interpretation of this Agreement. Company shall not be liable for any delay or failure to perform any duty as a result of any causes or conditions that are beyond Company's control. Applicant may not assign or otherwise transfer its rights under this Agreement. Company shall be entitled to assign some or all of its rights and remedies described in this Agreement without notice to or the prior consent of Applicant in any manner. This Agreement shall be governed in accordance with the laws of Iowa without regard to conflict of law principles. Any action arising hereunder may be brought in the Iowa state or federal courts, or any other jurisdiction permitted by law.

<b><u>For Office Use Only</u></b>	
Approved / Denied (circle one) by AgVantage FS, a division of GROWMARK, Inc.:	
By: _____	Date: _____
Status: _____	Acct #: _____ Salesman #: _____ Credit Limit: _____

**CONSUMER CREDIT POLICY**

**CREDIT APPROVAL** - Credit will be extended to qualified purchasers, based on evaluation of the purchasers, who are not past due and have demonstrated satisfactory paying habits. New customers, or customers who do not qualify for credit (based on the above criteria), as determined by management, must submit a credit application for consideration and possible approval. Company may withdraw credit privileges at any time for any reason or no reason at all.

FINANCE CHARGES	
<b>Annual Percentage Rate ("APR") For Purchases</b>	<b>24% per annum</b>
<b>Periodic Percentage Rate for Purchases</b>	<b>2% per month</b>
<b>Variable Rate Information</b>	Your annual percentage rate will not vary.

<b>Grace Period For Repayment of Balance For Purchases</b>	You have until the 25 <sup>th</sup> day of the month following the original invoice date before a finance charge on purchases will be imposed.
<b>Minimum Finance Charge</b>	None.
<b>Annual Fee and Transaction Fee For Purchases</b>	None.
<b>No charge to an account shall be deemed a "finance charge," as defined in the Federal Truth-in-Lending Act or applicable state law, if such charge would otherwise be a default or delinquency charge or a late fee under such laws.</b>	

**COORDINATION WITH TERMS AND CONDITIONS** – In the event that any provision of the Terms & Conditions conflict with the terms of this Consumer Credit Policy, the terms of this Consumer Credit Policy will supersede such conflicting terms and be applicable to the Applicant.

**INVOICES** – An invoice will be generated at or about each month end and will include all purchases in that month, plus the unpaid balance carried forward from the previous invoice and accrued finance charges. Accounts not paid in full by the 25<sup>th</sup> day of the month following the original invoice date will be considered past due.

**C.O.D. PURCHASES** – Credit privileges may be revoked or suspended on past due accounts. All sales will be C.O.D. for past due accounts.

**OTHER CHARGES** – All returned checks will be charged a \$30.00 service fee.

**HOME HEATING** – Payment for home heating fuel will be due according to credit terms above, or before the next delivery, whichever comes first. All purchases of home heating fuel by tenants renting their residences may be C.O.D., at Company’s option.

**UNSIGNED DELIVERIES** – Products ordered by the Applicant, or the Applicant’s agent, may be delivered by Company at a time that the Applicant, or the Applicant’s agent, is not present to acknowledge receipt of the delivered products in writing. If the Applicant believes any bill is incorrect with respect to such unsigned deliveries, the Applicant’s questions will be resolved in accordance with the provisions regarding billing errors set forth below.

**HOW WE WILL CALCULATE YOUR BALANCE** Company figures the finance charge on your account by applying the APR to the principal amount you owed at the end of the preceding cycle (after deducting payments and credits made during the billing cycle). Payments will be applied first to finance charges and then to past due balances that have been outstanding for the longest period of time.

**YOUR BILLING RIGHTS – KEEP THIS DOCUMENT FOR FUTURE USE**

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

*What To Do If You Find A Mistake On Your Statement*

If you think there is an error on your statement, write to us at:

AgVantage FS, a division of GROWMARK, Inc.  
PO Box 828, Waverly, IA 50677

In your letter, give us the following information:

- *Account information:* Your name and account number.
- *Dollar amount:* The dollar amount of the suspected error.
- *Description of problem:* If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

*What Will Happen After We Receive Your Letter*

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- *If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount.
- *If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

**OTHER TERMS** – Company and Applicant agree an account is not governed by provision of the Federal Truth-in-Lending Act or similar state laws, as amended, unless (a) the debtor is a “consumer,” as defined in such laws, and (b) the account is not otherwise excluded from the provisions of such laws because the account is established for a business, commercial or agricultural purpose, the debtor is and organization, the account is not greater than \$25,000, or this account is otherwise excluded by law from the provisions of such laws. Nothing in this Agreement shall expand or extend coverage of the Federal Truth-in-Lending Act or state laws to an account if the account would otherwise be excluded from such laws. Nothing shall be deemed a waiver or an agreement to forego any rights under such laws. Company may amend the terms of the account upon notice to the undersigned in accordance with applicable law. The Applicant shall pay for all presently unpaid and future credit purchases from Company in accordance with the terms of this Consumer Credit Policy, unless such purchases are expressly governed by a separate written agreement.

Applicant Signature: \_\_\_\_\_ **X**

Co-Applicant Signature: \_\_\_\_\_ **X**