CUSTOMER FINANCIAL SERVICES

Account Application

WILBUR-ELLIS AGRIBUSINESS

Credit Department | Return to WEFinance@wilburellis.com

APPLICANT INFORMATION

WECO Branch / Salesperson: Yuma Branch

Exact Legal Name of Applicant:	Trade Name (dba):	Fed Tax ID / SS#:
XYZ Farm, Inc	XYZ Farm	99-99999999

Check One Below: Personal Guarantee(s) on 2nd Page is **required** for all Corporations, Limited Partnerships, LLCs, and Trusts

○ Sole Proprietorship ◉ Corporation ○ Partnership-General ○ Partnership-Limited ○ Limited Liability Co ○ Trust ○ Other

Billing Address:	P.O. Box ABC	City:	Yuma	State:	AZ	Zip: 85365	County: Yuma
Shipping Address:	123 Crop Lane	City:	Yuma	State:	AZ	Zip: 85365	County: Yuma

Office Phone: (928) 223-9875	Fax: (928) 223-9876	Mobile Phone: (928) 987-1234	Home Phone: (928) 896-4321
Email: jfarmer@xyzfarms.com		Website: www.xyzfarm.com	

OWNERS / PARTNERS / OFFICERS / DIRECTORS / MEMBERS (PLEASE ATTACH ADDITIONAL SHEETS IF NECESSARY)

Name:	Joseph Farmer	Title:	President	Phone: (928) 987-1234		SS#:	123-45-6789
Address:	123 Crop Lane	City:	Yuma	State:	AZ	Zip:	85365
Name:	Jane Farmer	Title:	Vice President/CFO	Phone: (928) 987-1235		SS#:	124-35-8976
Address:	123 Crop Lane	City:	Yuma	State:	AZ	Zip:	85365
Name:	Jim Farmer	Title:	Secretary/Treasurer	Phone: (928) 987-1239		SS#:	122-53-8967
Address:	125 Crop Lane	City:	Yuma	State:	AZ	Zip:	235-64-9987

BUSINESS INFORMATION (IF YES ANSWERED FOR ANY QUESTION BELOW, PLEASE PROVIDE DETAILS ON A SEPARATE SHEET)

Amount of Credit Requested: $100,000

Primary Business:	Farming Row Crops	Years in Industry: 15		Years Managing This Operation: 15	
Annual Sales:	$1,000,000	Annual Net Income:	$150,000	Net Worth:	$3,500,000
Pesticide Applicator License Holder:	Joseph Farmer	License #:	AZ123987	Expire Date:	12/31/2022

Does the Applicant have **any accounts past due?**	○ Yes ◉ No	Has the Applicant or any Owner / Partner / Officer or Director of the Applicant had **any judgments against them?**	○ Yes ◉ No
Has the Applicant or any Owner / Partner / Officer or Director of the Applicant been **involved in a lawsuit?**	○ Yes ◉ No	Has the Applicant or any Owner / Partner / Officer or Director of the Applicant **declared bankruptcy** in the last 10 years?	○ Yes ◉ No
Are sales to this Entity to be **exempt from state sales tax?**	○ Yes ◉ No	If exempt, the Exemption Certificate **must** be attached to this Account Application as required by the State.	

BANK AND TRADE REFERENCES (BANK ACCOUNT NUMBERS ARE REQUIRED)

Deposit Bank Reference:	Farmers Bank			Acct #:	123-54-8976		
Address:	123 S. 1st St	City:	Yuma	State:	AZ	Zip:	85365
Officer / Contact Person:	Jill Banker	Phone:	(928) 555-5555	Fax:	(928) 555-5556		
Operating Lender:	Pot of Gold Lending			Acct #:	98765123		
Address:	555 S. 3rd St	City:	Yuma	State:	AZ	Zip:	85365
Officer / Contact Person:	Max Gold	Phone:	(928) 222-5555	Fax:	(928) 222-5556		

Trade References: (Large relationship of similar business type to Wilbur-Ellis LLC)

Name:	Excellent Oil Company	Address:	444 S. Money Ave	Phone:	(928) 333-6666	Fax:	(928) 333-6667
Name:	ABC Chemical Company	Address:	555 N. Ranch Ave, Yuma AZ 85365	Phone:	(928) 444-5555	Fax:	(928) 444-5556
Name:	Number One Packing Company	Address:	222 N. Cardboard Ave, Yuma AZ 85365	Phone:	(928) 333-8888	Fax:	(928) 333-8889

PROPERTY / CROP INFORMATION (PLEASE ATTACH ADDITIONAL SHEETS IF NECESSARY)

Variety / Crop:	Leafy Greens/Spring Mix	Acres:	500	Age:	1	Contracted With:	I Love Veggies Inc.
Variety / Crop:		Acres:		Age:		Contracted With:	
Variety / Crop:		Acres:		Age:		Contracted With:	

Acres Owned:	250	**Acres Leased:**	250	**Custom Farmed:**	0	**Total Acres Farmed:**	500

Counties where crops are grown: Yuma

Warehouse Packing House/ Processor/ Other where crops are delivered or sold: I Love Veggies Inc.

AUTHORIZATION AND AGREEMENT - See page 2.

Please read its entirety and sign where indicated including PERSONAL GUARANTEE

SAMPLE

AUTHORIZATION AND AGREEMENT

Applicant authorizes Wilbur-Ellis Company LLC (WECO) to obtain independent consumer and commercial credit reports and to obtain credit and financial information from its references, banks and other past or present creditors. This information may be used to determine credit worthiness and may be updated from time to time during the credit relationship. Applicant authorizes its banks and other creditors to release any and all necessary credit and financial information to WECO. By signatures below, Applicant acknowledges such signatures represent both Authorized Agent for any business noted above and individually.

The terms and conditions of this application shall, upon extension of credit by WECO, constitute an agreement of sale.

Applicant agrees to pay the total amount due on each invoice/customer statement in accordance with the payment terms thereon, unless otherwise agreed in writing. If not paid when due, Applicant agrees to pay a service charge of 18% per annum (1 ½ % per month) or the highest rate allowed by law. Applicant agrees to pay all costs of collection, with or without suit, including actual out-of-pocket expenses incurred by WECO and its agents, including attorney's fees for litigation or bankruptcy and collection agency fees. All contracts entered into between WECO and Applicant shall be governed by the laws of the state in which Applicant uses the goods provided to Applicant by WECO, and all disputes concerning the subject matter herein shall be resolved by said court. The parties hereto knowingly and intentionally waive the right to a jury trial on any issue or dispute that may arise between them. All returned payments will be charged $35, or the highest rate allowed by law, to your account. No terms or conditions of purchase orders different from the terms of WECO will become part of any sales agreement, purchase order, or other document unless specifically approved in writing by WECO. No items will be accepted for return, without prior approval; and all returns may be subject to a restocking charge. WECO is not responsible for delays in making shipments or deliveries caused by labor conditions, raw material shortages, carrier delays, acts of God, fire, the elements, accidents, embargoes, war, insurrection, riot, government regulations, or other causes beyond WECO's control. In no event will WECO be responsible for consequential damages incurred by reason of delay.

Applicant is required to notify WECO of any ownership changes including but not limited to name, entity type or ownership interests. Applicant is also required to notify WECO of any significant change in financial condition of the Applicant including but not limited to bankruptcy, litigation, and bank covenant violations not waived by said bank.

The Applicant may close their account at any time by notifying WECO in writing. The Applicant agrees that WECO may close or suspend your account to future purchases at any time without prior notice. The Applicant agrees to pay all balances owing for delivered products and services, and all service charges and costs of collection per the agreed upon payments terms, regardless of the closing or suspension of account. WECO can accept payments marked "Paid in Full" or other restrictive endorsements without compromising the terms of this agreement and the rights therein provided.

THIS PARAGRAPH ONLY APPLICABLE FOR TEXAS CUSTOMERS: 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, Texas Agricultural Code. Failure to pay the agreed or reasonable charges for chemicals, seed, or labor may result in the attachment of a lien for the proceeds of the agricultural products produced with the aid of the chemicals, seed, or labor. Applicant waives all rights under the Texas Deceptive Trade Practices-Consumer Protection Act, Section 17.41 et seq., Business & Commerce Code, a law that gives consumers special rights and protections. After consultation with an attorney of Applicant's own selection, Applicant voluntarily consents to this waiver.

The persons signing this application certify that all of the information contained in this application and any attachments are true and correct to the best of their information, knowledge and belief.

The undersigned, who may be a partner, owner, director, shareholder, officer, member, or trustee of the Applicant, recognizing that his or her individual credit history may be a necessary factor in the evaluation of this application, hereby consents to and authorizes the use of a consumer credit report on the undersigned by WECO, from time to time as may be needed during the credit relationship.

By signing this document, you are certifying that you are an owner or authorized signer of this business. Only authorized signers can lawfully encumber and represent an entity in credit transactions. If signed by an unauthorized signer, other legal remedies may apply.

Date of Account Application:	3/12/2021
Printed Name / Title:	Joseph Farmer/President
Signature:	
Printed Name / Title:	Jane Farmer Vice President/CFO
Signature:	
Printed Name / Title:	Jim Farmer Secretary/Treasurer
Signature:	

PERSONAL GUARANTEE (REQUIRED FOR ALL CORPORATIONS, LIMITED PARTNERSHIPS, LLCS, AND TRUSTS)

In consideration of Wilbur-Ellis LLC (WECO) granting credit to the above applicant, the undersigned unconditionally guarantees and promises to pay to WECO, when due and immediately upon demand, all indebtedness, obligations and liabilities of every kind or character, now or hereafter at any time owing by the customer to WECO, together with all costs and expenses, including but not limited to legal and other professional expenses, incurred or paid by WECO (whether or not in connection with any arbitration, bankruptcy or similar proceeding) in exercising any right, power or remedy under this guarantee, even though no suit or action is brought. Venue will be determined at the sole discretion of WECO.

This guarantee shall remain in full force and effect as to all obligations of the customer to WECO which are incurred before WECO actually receives from the undersigned a notice in writing terminating this guarantee and those which are incurred within ten days after WECO's receipt of such notice. Liability under this guarantee is continuing, is independent of any obligation of any co-debtor and is not contingent upon the financial condition of the customer or any other event.

The undersigned consents to and waives notice of (i) any modification or renegotiations or any term or condition of any guaranteed debt (including interest rate or payment terms), (ii) any extension of the time for payment of a guaranteed debt, (iii) any settlement involving the customer named below or with any other co-debtor or (iv) any other thing that may be done or waived by WECO. The undersigned waives, disclaims and relinquishes all claims against the customer and all other co-debtors which the undersigned has or would otherwise have by virtue of payment of any indebtedness guaranteed hereunder (specifically including but not limited to claims for indemnity, contribution or exoneration and claims arising by subrogation). To the extent not waived by the preceding sentence, the undersigned subordinates, in right of payment for the benefit of WECO, all indebtedness, obligations and liabilities now or hereafter at any time owing by the customer to the undersigned.

The undersigned personal guarantor, recognizing that his or her individual credit history may be a necessary factor in the evaluation of this application, hereby consents to and authorizes the use of a consumer credit report on the undersigned by WECO from time to time, and authorizes his/her creditors, bank, and other lenders to release financial information as may be needed during the credit relationship.

Date of Guarantee:	3/12/2021	Individual Printed Name:	Joseph Farmer
Address:	123 Crop Lane, Yuma AZ 85365	**Signature:**	
Date of Guarantee:	3/12/2021	Individual Printed Name:	Jane Farmer
Address:	123 Crop Lane, Yuma AZ 85365	**Signature:**	
Date of Guarantee:	3/12/2021	Individual Printed Name:	Jim Farmer
Address:	125 Crop Lane, Yuma AZ 85365	**Signature:**	

SAMPLE

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