



General Credit Application

Applicant Information

Legal name of company: _____ DBA: _____

Address: _____
Street Address

City State ZIP Code

Phone: _____ Email: _____

E-mail Statements? Yes No Website: _____

Services Applied for: Fertilizers & Chemicals Fuel, Propane, & Oil

Company is a: LLC Corporation Proprietorship Partnership Federal Tax ID/SSN: _____

Credit Limit Requested: _____ Pratum Sales Representative: _____

Owner/Officer Information

Name: _____ Title: _____

Address: _____ Phone: _____

City/State/Zip: _____ E-mail: _____

Trade References

Please list two trade references.

Name: _____ Account #: _____

Address: _____ Phone: _____

City/State/Zip _____ Contact: _____

Name: _____ Account #: _____

Address: _____ Phone: _____

City/State/Zip _____ Contact: _____

Standard Credit Terms and Conditions (“Agreement”)

In the event credit is extended, customer agrees to the following. The following terms apply even if credit is revoked or terminated, or customer has a zero balance on account(s) with Pratum Co-op.

1. All accounts are due and payable on or before the 20th of the month following the date of purchase (unless otherwise specified in writing). A FINANCE CHARGE of 1.5% PER MONTH (APR 18.0%) is charged on past-due accounts. Customer understands that this is an open credit sale, and Customer agrees to pay finance charges. Amounts are paid when they are physically received by Pratum Co-op (“Pratum”) and not when they are deposited in the mail. Customer is obligated to pay for all products and services. Invoices are not payable in installments but payable as described above.
2. The purpose of this application is to allow Customer to order products and/or services from Pratum on credit, meaning that Customer must pay the amounts due within 15 days after delivery or purchase, or as otherwise provided in any invoice or billing statement from Pratum. Pratum reserves the right to revoke or reduce credit if: (a) Customer fails to pay an account when due; (b) the sale will cause Customer to exceed Customer’s credit limit as determined by Pratum; (c) in the judgment of Pratum, there has been an adverse change in Customer’s financial condition; or (d) for any other purpose Pratum determines, in its reasonable discretion. If any of these issues occur, Pratum shall have the right to demand payment or other assurance which it deems adequate before delivery or sale of additional products or services.
3. In the event of a breach of any of the terms of this agreement, or any other agreement between Customer and Pratum, including, but expressly not limited to, the failure to pay sums owing to Pratum when due, then, in addition to any sums due or payable to Pratum by Customer, Customer agrees to pay the reasonable attorney’s fees, costs, collection agency fees, and all other fees, costs and charges incurred by Pratum in the enforcement of Pratum’s rights even though no suit or action is filed. If suit or action is filed to enforce the rights of Pratum or interpret any terms of this agreement, Pratum shall be entitled to its reasonable attorney’s fees and costs in addition to any sums awarded by the Court, including arbitration fees and costs, appeal fees and costs, and any other costs and attorney’s fees incurred in any bankruptcy proceeding including, without limitation, the fees and costs incurred to file a proof of claim or seek relief from stay.
4. Upon Pratum’s written election, which it may elect in its discretion at any time during any applicable proceeding, all claims, controversies, or disputes, including but not limited to those arising out of, or relating to this Agreement, and including those based on or arising from any statute, constitution, regulation, ordinance, rule, or any alleged tort, shall be resolved by binding arbitration in accordance with the then effective arbitration rules of the Arbitration Service of Portland, and any judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof. The prevailing party in any arbitration shall be entitled to apply to the arbitrator for an award of reasonable attorney’s fees and costs in accordance with ORCP 68.
5. Customer agrees to jurisdiction of the courts in the State of Oregon and agrees that venue for any suit or action shall, at Pratum’s option, be either in Marion County or any location determined by Pratum. Oregon law will control any disputes that arise between Customer and Pratum.
6. If there is any change in the ownership of Customer, or if substantially all of the assets of Customer are sold, Customer shall promptly notify Pratum of such sale and Pratum shall have a lien on all the assets of Customer and a lien on the proceeds of such sale to secure payment of all outstanding sums owing to Customer. So long as amounts remain outstanding on Customer’s account, Pratum retains a security interest in all products sold to Customer as well as all assets of Customer. The lien and security interest granted herein shall be in addition to and shall not replace Pratum’s statutory lien rights under applicable law including, without limitation, agricultural services liens. Nothing herein shall affect the priority rights of Pratum as to any applicable statutory lien and Pratum does not waive or subordinate any such rights.
7. A \$35.00 handling fee will be charged for all checks and/or EFT transactions returned from the bank for any reason. This fee may be increased at any time in accordance with applicable law. This fee is in addition to all other charges, damages and fees recoverable under Oregon law for bounced checks or insufficient funds.
8. Customer acknowledges that this account and all account terms are subject to periodic review and may be modified at the discretion of Pratum by sending a written letter, notice or modification to Customer, and such modification shall be binding upon Customer and all applicable guarantors without requiring the signature or other consent of Customer or guarantors.
9. If Customer is a sole proprietorship, partnership, corporation, limited liability company, or any other form of business entity, Customer agrees that in the event of a change in business structure, all terms of this agreement will apply to the new business structure, including the guaranty referenced herein. Notification of the change in business structure or formation is required by Pratum. Pratum reserves the right to immediately accelerate all amounts owed and call all indebtedness due if it is not notified within 30 days of a change in business structure. Within 3 months of a change in business structure, a new credit application must be executed and provided to Pratum before any further extension of credit will be granted. The new credit application shall be subject to Pratum’s usual credit review procedures.
10. The standard terms are intended to be exclusive and cannot be modified or eliminated except in writing signed by an authorized representative of Pratum. No additional or materially different Customer terms will be incorporated herein or supersede these terms.

The Customer expressly waives any supplemental or additional terms that might be applied in case of any conflict in material terms. Interpretation shall be governed by Article 2 of the Uniform Commercial Code as enacted in Oregon.

11. Pratum can accept late or partial payments or checks and money orders marked "payment in full," without prejudice to Pratum's rights under the terms listed herein, which are hereby explicitly reserved. Pratum may apply payments to any outstanding invoices in its sole discretion, regardless of how Customer indicated payments should be applied.
12. Customer shall promptly inspect all invoices upon receipt and shall notify Pratum in writing of any inaccuracy within 10 days of actual receipt of the invoice. In the event Customer does not act within the time limit provided above, Customer agrees that it shall be conclusively presumed to have accepted the invoices as accurate and to have waived any right to object.
13. Pratum is not responsible for any loss, damage or delay caused by pandemics, epidemics, embargoes, shortages, government shut downs or orders to cease any action by the government, strikes, accidents or delays beyond Pratum's control, acts of God, transportation delays, accidents, fire, other weather issues, civil or military authority or by insurrection or not, by the requirements of any statute, order or directive of any proper government authority, or by any other cause which is unavoidable or beyond Pratum's control.
14. Customer agrees that no consequential, incidental, liquidated or other damages of any kind shall be recoverable from Pratum for delivery, non-delivery, sale or use of materials regardless of whether arising out of contract, warranty, negligence, strike liability, or tort; and Customer's right, now existing or arising at any time in the future, to recover such damages is hereby waived, released and discharged.
15. Pratum expressly disclaims all warranties, express and implied, of any kind.
16. If any provision or provisions of this Agreement are found to be void or otherwise unenforceable, the validity of the remaining provisions hereof shall not be affected hereby; and such illegal or unenforceable provision shall be deemed modified to the minimum extent necessary to make it consistent with applicable law and, in its modified form, such provision shall then be enforceable and enforced.
17. This agreement shall be binding and inure to the benefit of the heirs, personal representatives, and successors of Customer. This agreement cannot be assigned by Customer without the prior written consent of Pratum, which it can withhold in its discretion.
18. All communication concerning disputed amounts, including any check or other payment instrument that is marked "payment in full" or is tendered as full satisfaction of a disputed amount, or is tendered with other conditions or limitations, must be mailed to us at PO Box 13009 Salem, OR 97309 or delivered to us at the same address. Although a payment may be marked "payment in full," Pratum may accept and apply such payment as a partial payment without waiver of its rights.
19. Guaranty. In conjunction with this Agreement, Customer agrees that any applicable guarantors, as may be offered to Pratum for purposes of extending credit or otherwise necessary, shall sign a separate guaranty document. The credit extended to Customer is conditioned upon Pratum's receipt of a signed guaranty, in a form acceptable to Pratum, by all required or necessary guarantors. Customer has shared all terms of this agreement with guarantors and guarantors are aware of such terms when signing the applicable guaranty(ies).
20. WAIVER OF JURY TRIAL. CUSTOMER AND GUARANTORS ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL RIGHT, AND THAT IT MAY BE WAIVED UNDER CERTAIN CIRCUMSTANCES. TO THE EXTENT PERMITTED BY LAW, EACH PARTY, AFTER CONSULTING (OR HAVING THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF ITS CHOICE, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION RELATED TO THIS FORBEARANCE OR ANY OTHER DOCUMENT, INSTRUMENT OR TRANSACTION BETWEEN THE PARTIES.

Customer hereby states that he or she has read and agrees to all terms set forth herein. The party signing below represents and warrants to Pratum that it has full authority and consent to bind Customer to all terms of this agreement, and no further action is needed by any officers, directors, or the owners of any company for which the party is signing for such signature to be effective to bind such company to the terms herein.

Applicant Signature: _____ Date: _____

Printed Name: _____

Please submit completed application to credit@pratumcoop.com

Continuing Guaranty (Unlimited)

In consideration of Pratum Co-op ("Pratum") granting credit to the ("Customer") listed above, the undersigned ("Guarantor" or "Guarantors" as applicable), jointly and severally, personally and unconditionally guarantees to Pratum and any of its affiliates, subsidiaries, or successors or assigns, the payment and performance of any and all Guaranteed Obligations, as that term is defined below. Guarantor acknowledges that they are directly benefitted by Pratum's willingness to grant credit to Customer and that Pratum would not grant credit to Customer without this Continuing Guaranty. The Guaranteed Obligations include any and all of Customer's liabilities, obligations, debts and indebtedness to Pratum, including any liabilities, obligations, debts and indebtedness of Customer that exceed any credit limit that may be established by Pratum from time to time. Guarantor is not relying on any information from Pratum with regard to Customer or the finances of Customer. Further, Guaranteed Obligations includes the full and prompt performance, observance, compliance and satisfaction of all obligations on the part of Customer to be paid, performed, observed, complied with or satisfied. In addition to the above, Guarantor specifically recognizes and acknowledges the following: 1) This is a continuing and irrevocable Guaranty and is binding on Guarantor, as well as Guarantor's heirs, successors and assigns; 2) This Guaranty creates direct and unconditional liability which may be enforced without requiring Pratum to first exercise, enforce or exhaust any right or remedy against Customer; 3) Guarantor hereby waives presentment, demand, protest, and notice of acceptance, notice of demand, notice of protest, notice of dishonor, notice of default, notice of non-payment, and all other notices to which Guarantor might otherwise be entitled; 4) Guarantor agrees, in addition to the Guaranteed Obligations, to reimburse Pratum for all its costs and expenses, including reasonable attorney fees and costs, incurred in collecting the Guaranteed Obligations or incurred in enforcing or interpreting the terms of this Continuing Guaranty; 5) All parties signing hereunder are jointly and severally liable; 6) Any title written near the signature of any Guarantor is not intended to limit or cancel the personal nature of this Continuing Guaranty and this Continuing Guaranty shall be read as though no title is contained on the document; 7) any modifications, replacements, amendments or termination of Customer's credit or the terms of any agreement between Pratum and Customer shall not modify this Continuing Guaranty or reduce or release Guarantor from his or her obligations under this Continuing Guaranty; and 8) Guarantor acknowledges that his or her personal credit history is a necessary factor in evaluating the amount of credit extended to Customer, and hereby consents to and authorizes the use of consumer credit reports for the Guarantor by Pratum as may be needed from time to time in evaluating the amount of credit extended to Customer. Guarantor shall sign a separate authorization for such credit, on the forms and as requested by Pratum at any time. This Continuing Guaranty continues to be in effect at all times regardless of the fluctuation of Customer's account with Pratum, even if the balance of Customer's account is zero at any time.

Guarantor warrants and agrees that each of the waivers set forth above is made with Guarantor's full knowledge of its significance and consequences and that, under the circumstances, the waivers are reasonable and not contrary to public policy or law. If any such waiver is determined to be contrary to any applicable law or public policy, such waiver shall be effective only to the extent permitted by law or public policy. Pratum shall not be deemed to have waived any rights under this Guaranty unless such waiver is given in writing and signed by Pratum. No delay or omission on the part of Pratum in exercising any right shall operate as a waiver of such right or any other right.

WAIVER OF JURY TRIAL. GUARANTORS ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL RIGHT, AND THAT IT MAY BE WAIVED UNDER CERTAIN CIRCUMSTANCES. TO THE EXTENT PERMITTED BY LAW, EACH PARTY, AFTER CONSULTING (OR HAVING THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF ITS CHOICE, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION RELATED TO THIS FORBEARANCE OR ANY OTHER DOCUMENT, INSTRUMENT OR TRANSACTION BETWEEN THE PARTIES.

This Continuing Guaranty includes the Standard Credit Terms and Conditions attached, which I have read and agreed to.

Signature of Guarantor	Printed Name	SSN	Date