



PERSONAL CREDIT APPLICATION AND CREDIT AGREEMENT

PO BOX 2188 SCOTTSBLUFF, NE 69363-2188 PHONE: 308-632-5301 FAX: 308-632-5375

Service Requested (check all that apply):	<input type="checkbox"/>	Propane	<input type="checkbox"/>	Tires	<input type="checkbox"/>	Misc	<input type="checkbox"/>	Cardrol Cards	<input type="checkbox"/>	Fuel	<input type="checkbox"/>	Oil	<input type="checkbox"/>	Agronomy	<input type="checkbox"/>	Feed
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Amount Requested: _____ If Cardrol, Number of Cards Requested: _____

Card Input Requirements: Odometer Reading: Yes No Vehicle Number: Yes No

APPLICANT INFORMATION:

NAME (FIRST MIDDLE LAST): _____

SOCIAL SECURITY #	DOB:	EMAIL ADDRESS:
MAILING ADDRESS:		CITY/STATE/ZIP:
PHYSICAL ADDRESS:		CITY/STATE/ZIP:
HOME PHONE:	CELL PHONE:	WORK PHONE:
DRIVER'S LICENSE #	STATE ISSUED IN:	EXPIRATION DATE:

CURRENT EMPLOYER: _____ ADDRESS: _____

POSITION: _____ MONTHLY INCOME: \$ _____ LENGTH OF EMPLOYMENT: _____

CO-APPLICANT INFORMATION:

NAME (FIRST MIDDLE LAST): _____

SOCIAL SECURITY #	DOB:	EMAIL ADDRESS:
MAILING ADDRESS:		CITY/STATE/ZIP:
PHYSICAL ADDRESS:		CITY/STATE/ZIP:
HOME PHONE:	CELL PHONE:	WORK PHONE:
DRIVER'S LICENSE #	STATE ISSUED IN:	EXPIRATION DATE:

CURRENT EMPLOYER: _____ ADDRESS: _____

POSITION: _____ MONTHLY INCOME: \$ _____ LENGTH OF EMPLOYMENT: _____

BANK REFERENCES:

Type of Account	Bank Name	Address	Account Number
			XXXXXXXXXXXXXXXXXX
			XXXXXXXXXXXXXXXXXX
			XXXXXXXXXXXXXXXXXX
			XXXXXXXXXXXXXXXXXX

Terms & Conditions:

I grant LEGACY COOP ("LC") a security interest in any grain, patronage accrued, outstanding, or which may be owned from time to time and hereby authorize and agree that LC may offset and apply any amounts of said patronage, grain, equity, or otherwise at its sole discretion to any unpaid balance on my account.

I hereby apply for convenience credit with LC and authorize a copy to be sent to the above-named references so they may release any and all information with regard to my past and current credit records with them. I hereby certify that I have received a copy of and agree to the credit agreement accompanying this application. I also authorize LC to obtain any other credit information deemed necessary to make an informed decision. Electronically signed or submitted applications shall be deemed valid and enforceable for all purposes related to this application.

LC may, from time to time, request information for the purpose of conducting a credit review for insuring payment, and you agree to furnish information requested by us within a reasonable period of time. Further, each person executing as applicant or grantor authorizes us to investigate your credit record, and each understands we may obtain a credit report. You authorize us to furnish information about your account to credit reporting agencies. Furthermore, we are authorized to check your credit and employment history and answer questions about your credit experience with us. You also authorize your bank/lending institute to provide a credit reference and your current financial statement to us. If required, a photocopy of this credit application is authorization for the bank and trade references to provide necessary credit information.

I have read this application and agree to abide by all conditions, policies, and credit terms listed herein

Signature		Date		Signature		Date
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For Internal use: Salesperson _____

AGENT/AGENCY	The Patron shall identify for LC those persons authorized to make purchases of products and services on credit. Unless otherwise informed, LC shall be permitted to presume that all persons representing Patron are so authorized. Each of the undersigned (if more than one) shall be jointly and severally liable for all amounts owed to LC.
CREDIT POLICY	The purpose of the credit policy is to extend convenience credit only to Patrons and customers. All credit sales must be approved by the appropriate authority prior to the time of purchase. All purchases on credit will be stated on the monthly invoice statement rendered by LC. The statements are due and payable in full by the 20th day of the month following the statement date. There will be no interest charged if payment is received on or before the 20th day of the month following the statement date. Payments are applied to the oldest charge first. Any amounts not paid by the 20th day of the month following the statement date will be subject to a 5% up charge. Interest is 1.33% per month (minimum \$.50) and will be added to the balance of the account on the LAST DAY of the month following the statement date. Any accounts 31-60 days past due will be put on CREDIT HOLD. Accounts will be assessed after payment is made and before CREDIT HOLD is lifted. If in the event your account is past due for 61-90 days, the account will remain on CREDIT HOLD and sent to COLLECTIONS. Account will be assessed before credit is reestablished. Accounts that are delinquent past 91+ days will be reviewed by management and steps will be taken to submit said account to an attorney or an outside collection agency. Account will become permanently CASH ONLY and credit will be revoked indefinitely. LC reserves the right to terminate credit sales at any time without prior notification. The Patrons return to credit status following the termination of credit sales, will be solely at the discretion of LC and may be under such additional terms, orally or written, as the Coop may require. LC reserves the right to require that the Patron reapply for convenience credit by completion of a full credit application or an addendum to the credit policy. This consent shall also encompass any charges which the Patron does not sign a sales invoice. Nothing herein shall be deemed a waiver, by LC, of its rights to take legal action to collect amounts due from the Patron's account.
GRAIN SALES POLICY	No grain will be shipped to customers whose accounts are in credit hold/cash only status. Grain sales customers need a current credit application completed and analyzed before grain can be shipped. All grain sales for the week will be settled and invoiced the following Monday with a DUE DATE ten (10) days following the date of the invoice. Late fees are assessed on the 11 th day. Finance charges are assessed on the last day of the month.
TRUTH-IN-LENDING STATEMENT	The extension of this credit will give LC the right to apply a lien upon your equities in the cooperative, and in your current crops and/or livestock as provided by Nebraska statutes. The Federal Regulation commonly referred to as "TRUTH IN LENDING" requires all businesses to disclose credit cost to a customer as an INTEREST CHARGE in terms of an ANNUAL PERCENTAGE RATE. In compliance with that regulation the following information is provided. Convenience is available on account to all customers upon application, unless credit history is unsatisfactory. A statement of account shall be rendered to all Patrons with an open account balance on the 1 st of the month. The statement balance is due and payable in full upon its receipt or the 20th day of the following month. Any balance of a statement remaining unpaid on the LAST day of the month following purchase shall then be charged an INTEREST CHARGE of 1.33% per month (minimum \$.50) upon that unpaid balance based upon a thirty (30) day month. We are required by law to inform you that any credit accumulated within LC, if any may be applied solely at our discretion, toward your delinquent account without notification, should your account not be paid in accordance with the terms set forth above.
CONFIRMATION OF INFORMATION ACCURACY & RELEASE OF AUTHORITY TO VERIFY	The undersigned, jointly and individually, certify that all information in this Credit Application is correct as of the date listed below to the best of my knowledge. I (the Patron) understand that in making a decision on my Application LC is relying on this information and, if accepted, this Application shall become part of the agreement between the parties. The Patron understands that LC will retain this Application and any support information whether or not it is approved. LC is authorized to make credit checks or inquiries concerning matters listed as assets, liabilities, and references on this credit application, and concerning any subsequent transaction or credit servicing request arising or resulting from any credit purchase made pursuant to this application. Creditors and others are hereby authorized to disclose information relative to any loans, accounts, purchases, or other financial transactions, past, present, or future, and production and marketing information to the Patron's business operations, to LC. LC may request Security Agreements and/or Financing Statements as provided in the uniform Credit Code of Nebraska, prior to extending further credit. FSA and other county, state and federal agencies are authorized to make available all aerial maps, land descriptions, water and soil data, commensurate or base property qualifications, grazing survey data, crop yield or production data, and other pertinent data covering any real estate owned, rented, and/or optioned by the Patron. The Patron understands and agrees that a facsimile of this Application and signature thereon shall be deemed an original.
LIEN INTEREST	Pursuant to the By-laws of the Coop and this Agreement, LC possesses a first lien in the membership and other equities of any Patron in the Coop to the extent of any unpaid credit balance. The Patron hereby acknowledges LC's lien interests and authorizes all necessary acts by LC to protect and enforce such lien interests.
CREDIT LIMITS	LC shall assign the account with a credit limit and the Patron agrees not to exceed that limit. No additional charges will be permitted once the limit has been met or passed. If the Patron feels that the limit should be changed, submit a written request to the Credit Manager at any time.
CHANGE OF TERMS	Credit terms may be changed at the discretion of LC including, but not limited to, changing the due date, changing the billing cycle, or on any other matter after notice of such change has been given to the Patron.
NO RIGHT TO WAIVER	Neither an extension of time for payment granted to the Patron, if any, nor acceptance of partial payment by LC, if any, shall constitute a waiver of any right to full payment of all sums due and owing to the Coop by the Patron, or constitute a waiver of any other similar obligation or default by the Patron occurring at a later date.
RIGHT OF OFFSET	The Patron agrees that LC may offset and apply any amounts it may, from time to time, owe the Patron for whatever reason against any unpaid past due balance of the Patron.
ADMINISTRATIVE CHARGES & RETURN OF PAYMENT FEE	LC may assess a reasonable charge to offset the additional administrative costs incurred by the Coop when a Patron pays all or a portion of his or her convenience credit account balance by credit card. Such charges shall be added to the Patron's convenience credit balance prior to completing the credit card payment transaction.
COLLECTION	The Credit Agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the undersigned and shall inure to and may be enforced by LC, its successors and assigns. In the event that the undersigned fails to pay the account within three months after the purchase date, in addition to the unpaid balance, plus the retail finance charge, the undersigned will be required to pay reasonable attorney's fees where such balance is referred for collection. Such expenses shall include but not be limited to an attorney, not a salaried employee of the seller, court costs, and other pre-judgment and post-judgment attorney's fees and costs. Notice: Co-Applicants understand and agree to pay any indebtedness incurred pursuant to the terms of this Credit Agreement by the Patron or those authorized by the Patron, although they may not personally receive the goods, merchandise, materials, or services. Co-Applicants may be sued for payment although the person who receives the goods, merchandise, materials, or services is able to pay.
GUARANTY	If the Patron is a corporation or other entity, the person executing this Agreement agrees to personally guarantee the payment of all amounts due from the Patron to LC.
PERSONAL GUARANTY FOR ENTITY DEBT	The undersigned, INDIVIDUALLY AND PERSONALLY , hereby unconditionally guarantees to LC the prompt payment when due of all present and future obligations and indebtedness of the applicant. The undersigned agree to pay all attorneys' fees and other expenses incurred by LC by reason of default in payment of any sum due. It is understood that this guaranty shall be a continuous and irrevocable guaranty and indemnity for such indebtedness. If there is more than one guarantor, the obligations are joint and several. This guaranty shall bind the heirs, administrators, successors and assigns of the undersigned and may be enforced by or for the benefit of any assignee or successor of LC. This guarantee extends to all principal, interest, costs, fees, attorney fees and expenses incurred upon or by virtue of the extension of credit hereunder. It is further agreed and hereby understood that the LC can execute upon this Personal Guaranty as it deems necessary to obtain payment of the above set forth account(s) and it not required the Cooperative exhaust all remedies against the individual or entity responsible for payment of the account. At any time LC may, without notice, extend credit to applicant or modify, renew, extend, or compromise any indebtedness; take, subordinate, or release any security interests; release applicant or any other guarantor from any liability for indebtedness and otherwise deal with applicant and other guarantors in any manner deemed fit, without waiving the effectiveness of this personal guaranty.