

# FEED COMMODITIES INTERNATIONAL, INC.

47 FEED MILL LANE, MIDDLEBURY, VT 05753  
(802) 388-6332 (802) 388-3225 fax

Salesperson: _____
Mill: _____
Credit _____
Terms: _____

## COMMERCIAL CREDIT APPLICATION and AGREEMENT

Buyer Exact

Legal Name: \_\_\_\_\_ Second Buyer: \_\_\_\_\_

Legal Status of Buyer, check one:  Sole Proprietorship  Partnership  Corporation  
 Limited Liability Company (LLC)  Other \_\_\_\_\_

Tax Exempt #: \_\_\_\_\_ (NY & CT attach exemption form) Taxpayer Federal ID# \_\_\_\_\_

Home Phone # (\_\_\_\_) \_\_\_\_\_ Work Phone # (\_\_\_\_) \_\_\_\_\_ E-mail \_\_\_\_\_

Cell Phone # (\_\_\_\_) \_\_\_\_\_ Fax # (\_\_\_\_) \_\_\_\_\_

Business Mailing

Address: \_\_\_\_\_  
P.O. Box Street City/Town State Zip Code

Physical Business Location:

\_\_\_\_\_  
Street City/Town State Zip Code  
\_\_\_\_\_  
County

Other Business Addresses:

\_\_\_\_\_  
Street City/Town State Zip Code

\*COMPLETE for EACH Owner, Partner, Corporate Officer, LLC Managing Member, or Other Principal:

<u>Name</u>	<u>Address</u>	<u>Title</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Year Business Started: \_\_\_\_\_ Number of Animals \_\_\_\_\_ Co-op/Company Milk Sold To \_\_\_\_\_

Real Estate: Own \_\_\_\_\_ Rent \_\_\_\_\_ Anticipated Monthly Purchases \$ \_\_\_\_\_ Exact Name(s) on Milk Check \_\_\_\_\_

Prior Feed Supplier: \_\_\_\_\_ (\_\_\_\_) \_\_\_\_\_  
Balance Owed \$ \_\_\_\_\_ Name City/State Contact Person Phone

Crop Needs Supplier: \_\_\_\_\_ (\_\_\_\_) \_\_\_\_\_  
Name City/State Contact Person Phone

Business Bank-Checking: \_\_\_\_\_ (\_\_\_\_) \_\_\_\_\_  
Name City/State Contact Person Phone

Primary Lender: \_\_\_\_\_ (\_\_\_\_) \_\_\_\_\_  
Name City/State Contact Person Phone

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**COMMERCIAL CREDIT APPLICATION and AGREEMENT**

Buyer agrees that all sales transactions between Feed Commodities International Inc.(FCI). and Buyer are commercial, not consumer sales, are subject to the terms shown on all invoices and delivery slips, shall be governed by Vermont law, and that any suit, action, or other proceeding arising out of FCI's sales to Buyer shall be tried only in a court of the state of Vermont or in the United States District Court for the District of Vermont. Buyer authorizes FCI to investigate Buyer's credit record in connection with any requested extension of credit and any collection action, and authorizes FCI to report Buyer's payment performance to proper persons and credit bureaus. Buyer agrees to pay all finance charges on past due invoices at the rate of 1-1/2% per month on all principal due, and that this contractual rate shall apply in lieu of any statutory rate, even following the commencement of a collection action. If Buyer's account is placed for collection, Buyer agrees to pay FCI's reasonable attorneys' fees and cost of collection. FCI may assign this application to any person or entity, and the applicants' and guarantors' obligations hereunder shall remain binding.

**All Partners must sign if a Partnership:**

\_\_\_\_\_  
Date                      Signature: Credit Applicant/Buyer                      Print Name and Title                      Social Security Number

\_\_\_\_\_  
Date                      Signature: Credit Applicant/Buyer                      Print Name and Title                      Social Security Number

**PERSONAL GUARANTY**

The undersigned guarantor/s personally and unconditionally guaranty to FCI the prompt payment when due of every claim by FCI against the above named Buyer that arises after the date of guarantor's signature. This is a continuing guaranty and shall remain in force until revoked in writing by guarantor to FCI. Any revocation is effective only as to amounts owed to FCI from transactions that occur AFTER FCI receives guarantor's notice of revocation. If more than one person or entity guarantees this Credit Application, each guarantor's liability is joint and several. This guaranty is given by the undersigned to induce FCI to extend credit to the above named Buyer.

\_\_\_\_\_, Personally \_\_\_\_\_ Print name  
Date

\_\_\_\_\_, Personally \_\_\_\_\_ Print name  
Date

**NOTICE TO EACH GUARANTOR: YOUR SIGNATURE ON THIS GUARANTY MEANS THAT YOU ARE EQUALLY LIABLE TO PAY ANY AMOUNT OWED BY BUYER TO FCI. FCI HAS A LEGAL RIGHT TO COLLECT FROM YOU IF THE BUYER DOES NOT PAY, REGARDLESS OF THE EXISTENCE OF OTHER GUARANTORS.**