

PO Box 8 Bisbee, ND 58317-0008 Phone 701-656-3263 Fax 701-656-3371 Toll Free 800-450-3263 legacy-cooperative.com

For Administrative Use Only				
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## 2025 Application for Deferred Payment Chemical/Seed Program

## \*IMPORTANT\* Please Read Carefully:

1) Any chemical or seed (excluding small grains seed, edible beans, applied seed treatments and aerial application) will have a deferred due date of October 31, 2025.

2) If account balance is unpaid on August 15, 2025, a lien will be filed. NO EXCEPTIONS. Liens will NOT be filed if grower's account balance is paid in full by August 15, 2025.

3) Prices subject to change with the market.

4) Deferred agreement must be received by Legacy Cooperative no later than April 1, 2025. No down payment is required.

5) If not paid on or before October 31<sup>st</sup> of the program year, finance charges will be calculated retroactively to the original invoice date.

# Please Indicate Amount of Credit Request. INDIVIDUAL INFORMATION – Please Print

DBA-Doing Business As		
CITY STATE	ZIP	
E-Mail		
	CITY STATE	

Social Security Number	Date of Birth

Please include your physical address if different than your mailing address: \_

**GUARANTORS** – Please list all members included in this farming operation if more than one person.

Name	Social Security Number	Date of Birth

### **Special Terms & Conditions:**

- 1. To qualify for this program, ALL existing Accounts need to be current and in good standing as of the date of this Application and on the date(s) of program purchase(s) concerning other non-qualifying purchases on Account.
- 2. Legacy Cooperative reserves the right in its sole discretion to require completion and submission of an Application for Open Account Credit along with this Application on ALL existing Accounts.
- 3. Payment is Due-In-Full on October 31, 2025.
- 4. If payment-in-full is not made by October 31, 2025, interest will be charged at 18.00% APR on the unpaid balance retroactive to the original invoice billing date.
- 5. Legacy Cooperative reserves the right in its sole discretion to require repayment of program account balances and enforce <u>lienholder rights</u> prior to the payment-in-full maturity date of October 31, 2025. Liens will be filed on all unpaid invoices after August 15, 2025.

#### **Other Terms & Conditions:**

- 1. **FINANCIAL INFORMATION AND CREDIT REPORTS.** The undersigned authorize Legacy Cooperative to request consumer credit reports about you (Applicant or Owner/Principal/Guarantor of Applicant) for evaluating this Application and in the future for reviewing Account credit limits, for Account renewal, for servicing and collection purposes and for other legitimate purposes associated with your Account. Upon request, we will inform you if a consumer report was requested and, if it was, provide you with the name and address of the consumer reporting agency that furnished the report. The undersigned authorize their lenders and creditors to provide credit information to Legacy Cooperative, including copies of financial statements and supporting schedules.
- 2. <u>PERSONAL GUARANTY</u>. Each person who signs this Application personally guarantees payment of all purchases charged to any Account which is opened pursuant to this Application, and all interest charges and costs of collection. Each person who signs this Application agrees that he or she shall be jointly and severally liable with the Applicant for payment of all obligations of the Applicant incurred pursuant to this Application.

### 3. <u>SECURITY INTEREST</u>.

- A) Pursuant to Section 6.10 of the 'Restated Articles of Association And Bylaws' of Legacy Cooperative- "The Cooperative shall have a first lien on any patronage equity credit for all indebtedness of the holder thereof to this Cooperative."
- B) Legacy Cooperative reserves the right in its sole discretion to obtain Agricultural Supplier's Lien(s) on you as security for the repayment of all qualifying purchases on this Account to the extent permitted by Chapter 35-31 of the North Dakota Century Code. Lien(s) may be obtained at the time of this Application and/or from time to time while this program remains in effect and until all purchases have been paid-in-full.

I certify that I am authorized on behalf of the Applicant to bind the Applicant to the Terms and Conditions set forth above.						
I agree that I personally am jointly and severally liable with the Applicant for payment of all balances on any Account opened pursuant to this Application.						
I have read and agree to the Terms and Conditions set forth above.						
Guarantor's Signature	Date	Print Name				
Guarantor's Signature	Date	Print Name				
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Guarantor's Signature	Date	Print Name				
Guarantor's Signature	Date	Print Name				
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\*If you are applying for credit with Legacy Cooperative for the first time this Application must also accompany a completed "Application for Open Account Credit." A request for that Application can be made with any Legacy Cooperative Representative.\*