



## Business - Credit Application and Security Agreement

Please mark the products you wish to apply for credit to purchase.

Home Heat LP \_\_\_\_\_ LP Cylinders \_\_\_\_\_ Bulk Refined Fuel \_\_\_\_\_  
Cardtrol Refined Fuel \_\_\_\_\_ Feed \_\_\_\_\_ Agronomy \_\_\_\_\_

### **BUSINESS INFORMATION**

Type of Organization: Partnership \_\_\_\_\_ Corporation \_\_\_\_\_ Other (explain): \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax: \_\_\_\_\_ Website: \_\_\_\_\_

Type of Business: \_\_\_\_\_ In Business Since: \_\_\_\_\_

Tax ID Number: \_\_\_\_\_

### **CONTACT PERSON INFORMATION**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address (if different from above: \_\_\_\_\_

Email: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

**Trade References** - The undersigned hereby authorizes the release of trade/credit information. Please do not list a bank or a credit union as a trade reference.

Business Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

Email: \_\_\_\_\_

Business Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

Email: \_\_\_\_\_



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Business Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_  
Email: \_\_\_\_\_

### TERMS AND CONDITIONS

Applicant agrees that any extension of credit is subject to the terms and conditions set forth herein and in invoices issued to Applicant. If Two Rivers Cooperative (“Two Rivers”) agrees to extend credit, that credit may be terminated at any time at the sole discretion of Two Rivers. It is understood and agreed between the parties that this application does not constitute any obligation on the part of Two Rivers to extend credit to Applicant. Two Rivers also reserves the right to amend the terms and conditions of this application providing that we advise you in a manner and to the extent required by applicable law.

Applicant hereby certifies that the information contained herein is true and correct and acknowledges that Two Rivers will rely on the truth of this information in determining whether to grant credit to Applicant. Applicant consents to a credit check based on the information provided in this application for the purpose of extending credit. To secure performance and the repayment of any credit extended by Two Rivers to the Applicant to purchase the goods set forth herein and other goods Applicant may purchase on account from time to time, the Applicant hereby grants to Two Rivers a purchase money security interest (“PMSI”) in all goods and inventory of the Applicant acquired from Two Rivers as well as accounts receivable, chattel paper, and proceeds from the sale of such inventory and the proceeds from the sale any other collateral produced from the goods, and also grants a general security interest in all of Applicant’s assets now owned or here after acquired, including all of Applicants accounts, deposit accounts, investment property, letter of credit rights, supporting obligations now existing or hereafter arising, together with all interest of Applicant in any goods, the sale or lease of which give rise to any of Applicant’s accounts, and all chattel paper, documents and instruments related to the accounts and all intangibles, now owned or here after acquired. Applicant grants Two Rivers the ability to take any action necessary or convenient to perfect the security interest granted herein. This credit application shall serve as a security agreement for granting a secured interest in Applicant’s purchase from Two Rivers as set forth herein.

Applicant hereby agrees, if credit is extended to Applicant, to pay all charges on Applicants account made by members of Applicants family or persons in the employ or agents of Applicant. Charges made during the month are due and payable by the 15th of the following month. Any unpaid balance not paid by the due date will be subject to a finance charge. The finance charge applied will be 1.65% per month (19.8% annual). The minimum finance charge is \$5.00. All payments received or credits given will be applied first to any finance charges or costs payable to Two Rivers, and the remainder to the principal balance due. In the event that collection proceeding must in instituted, Applicant agrees to pay all reasonable collection and attorney’s fees. The terms and conditions of this application shall be binding on the heirs, personal representatives, legal representatives, successors, and assigns of the parties.



## **Business - Credit Application and Security Agreement**

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age, receipt of public assistance, or good faith exercise of any rights under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

### **BUSINESS ENTITY APPLICANTS - PERSONAL GUARANTEE-FOR BUSINESS ENTITY APPLICANTS**

For and in consideration of Two Rivers extending credit to the business named in this application, the undersigned hereby unconditionally personally guarantees the payment of any and all obligations of the business to Two Rivers, including all interest, collection costs, and attorney's fees incurred by Two Rivers in enforcing its rights under this application, and any and all unpaid finance charges and indebtedness already extended to the business or its predecessors. This guarantee shall be a continuing and irrevocable guaranty and indemnity for all indebtedness of the business to Two Rivers. I hereby waive notice of default, non-payment, and notice thereof and consent to any modification or renewal of the credit or indebtedness hereby guaranteed.

Date: \_\_\_\_\_

Name (Printed): \_\_\_\_\_

Signature: \_\_\_\_\_