

# **311 Commodities Credit Application**

P.O. Box 728 Richland, MO, 65556 Jason Pemberton jason@311commodities.com 417-322-4140

# **Owner Information**

| Last:             | First: |        | Middle Initial: | Title:           |
|-------------------|--------|--------|-----------------|------------------|
|                   |        |        |                 |                  |
| Name of Business: |        |        |                 | Tax I.D. Number: |
|                   |        |        |                 |                  |
| Billing Address:  |        |        |                 | Phone Number:    |
| City:             |        | State: |                 | ZIP:             |
| Billing Contact:  |        | Title: | Email:          | Phone Number:    |

#### **Company Information**

| Type of Business:                 |                                     |                    |             | In Business since: |                        |
|-----------------------------------|-------------------------------------|--------------------|-------------|--------------------|------------------------|
| # of Cattle: Owned<br>Custom Fe   | d                                   |                    |             | Feeder Cattle:     | Feedlot:<br>Beef Cows: |
| Legal form Under Which Busines    | s Operates:<br>Corporation Partners | hip Proj           | orietorship | Total Acres Farmed |                        |
| If Division/Subsidiary, Name of P |                                     | In Business since: |             |                    |                        |
| Name of Company Principal Res     | ponsible for Business Tra           | nsactions:         |             | Title:             |                        |
| Address:                          | City:                               | State:             | ZIP:        | Phone Number:      |                        |
| Name of Company Principal Res     | ponsible for Business Tra           | nsactions:         |             | Title:             |                        |
| Address:                          | City:                               | State:             | ZIP:        | Title:             |                        |

#### **Bank References**

| Name of Bank:         | Name of Bank:         | Name of Bank:         |  |
|-----------------------|-----------------------|-----------------------|--|
| Contact Name:         | Contact Name:         | Contact Name:         |  |
| Address:              | Address:              | Address:              |  |
| Phone/Fax/Email:      | Phone/Fax/Email:      | Phone/Fax/Email:      |  |
| Account opened since: | Account opened since: | Account opened since: |  |
| Credit Limit:         | Credit Limit:         | Credit Limit:         |  |



#### **Trade References**

| Company Name:         | Company Name:         | Company Name:         |
|-----------------------|-----------------------|-----------------------|
| Contact Name:         | Contact Name:         | Contact Name:         |
| Address:              | Address:              | Address:              |
| Phone/Fax/Email:      | Phone/Fax/Email:      | Phone/Fax/Email:      |
| Account opened since: | Account opened since: | Account opened since: |
| Credit Limit:         | Credit Limit:         | Credit Limit:         |
| Current Balance:      | Current Balance:      | Current Balance:      |

## Ingredients you might purchase-Circle the ones you are interested in purchasing

| Corn                | Distillers Grain-Corn Syrup   | Ground Peanut Hulls | Salt             |
|---------------------|-------------------------------|---------------------|------------------|
| Corn Gluten-Pellets | Distillers Grain-Dry          | Hominy              | Salvage Feeds    |
| Corn Gluten-Wet     | Distillers Grain-Modified Wet | Rice Bran           | Soybean Mill     |
| Corn Screenings     | Distillers Grain-Wet          | Rice Hulls          | Soyhulls-Pellets |
| Cracked Corn        | Gin Trash Loose or Bales      | Rice Mill Feed      | Soyhulls-Loose   |

## Delivery Info (If the farm does not have an address you can send us a pin drop instead.)

| Last:            | First: | Middle Initial: | Title:        |
|------------------|--------|-----------------|---------------|
|                  |        |                 |               |
| Address:         |        |                 | Phone Number: |
| City:            | State: |                 | ZIP:          |
| Desired Trailer: |        |                 |               |

## **Second Delivery Location**

| Last:    | First: | Middle Initial: | Title:        |
|----------|--------|-----------------|---------------|
|          |        |                 |               |
| Address: |        |                 | Phone Number: |
| City:    | State: |                 | ZIP:          |

## **Delivery Notes**



#### **Required Documents**

- 1. IN THE AGREEMENT "YOU" AND "YOUR" IS THE APPLICANT(S), AND "WE", "US" OR "OUR" IS 311 COMMODITIES.
- 2. YOU AGREE TO PAY US FOR CREDIT EXTENDED ON THIS ACCOUNT PURSUANT TO THIS AGREEMENT, TOGETHER WITH ALL APPLICABLE CHARGES.
- 3. YOU WILL RECEIVE YOUR INVOICES SHOWING PURCHASES. YOU AGREE TO PAY THE ENTIRE BALANCE SHOWING ON YOUR ACCOUNT STATEMENT BY THE PAYMENT DUE DATE, AND YOU UNDERSTAND THAT WE MAY IMPOSE A FINANCE CHARGE OF 1.5% PER MONTH (WHICH IS AN ANNUAL RATE OF 18%), OR AS APPLICABLE ACCORDING TO STATE LAW, IF ANY PORTION OF YOUR BALANCE REMAINS UNPAID BEYOND THAT DATE.
- 4. WE WILL SET YOUR CREDIT LIMIT AND THIS IS THE MAXIMUM AMOUNT YOU MAY CHARGE ON YOUR ACCOUNT. WE MAY REFUSE TO EXTEND YOUR ADDITIONAL CREDIT AT ANY TIME.
- 5. THE FINANCE CHARGE ON THE ACCOUNT IS COMPUTED BY ADDING THE BALANCE OUTSTANDING EACH DAY IN THE BILLING PERIOD DIVIDED BY THE NUMBER OF DAYS IN THAT PERIOD. THE BALANCE OUTSTANDING EACH DAY IS DETERMINED BY ADDING ANY PURCHASES AND CHARGES AND SUBTRACTING PAYMENTS AND CREDITS FROM THE BALANCE OUTSTANDING. THE MINIMUM CHARGE IS \$0.50 PER MONTH. INTEREST MAY BE COMPOUNDED AT OUR DISCRETION IF PERMITTED BY LAW.
- 6. PAYMENTS SHALL BE APPLIED FIRST TO THE UNPAID FINANCE CHARGE, THE TO THE REMAINING OUTSTANDING BALANCE.
- 7. IN THE EVENT THAT COLLECTION PROCEEDINGS ARE INSTITUTED TO COLLECT ANY BALANCE DUE, YOU AGREE TO PAY ALL COLLECTION COSTS, INCLUDING ATTORNEYS' FEESLEGAL EXPENSES AND AGREEMENT. THE PARTIES AGREE AND HEREBY SUBMIT TO THE EXCLUSIVE PERSONAL JURISDICTION AND VENUE OF THE CIRVUIT COURT OF CAMDEN COUNTY, MISSOURI AND THE UNTITED STATES DISCRICT COURT FOR THE WESTERN DSITRICT OF MISSOURI, SPRINGFIELD DIVISION, WITH RESPECT TO SUCH MATTERS.
- 8. IF APPLYING FOR A JOINT ACCOUNT, YOU EACH AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND SHALL BE JOINTLY AND SEVERALLY LIABLE FOR PAYMENT OF ALL PURCHASES MADE UNDER THIS AGREEMENT.
- 9. TO THE EXENT PERMITTED BY LAW, IF ANY CHECK OR OTHER PAYMENT YOU PRSENT TO US IS RETURNED UNPAID, YOU MAY BE ASSESSED A DISHONORED PAYMENT FEE UNDER THIS AGREEMENT.
- 10. WE MAY CHANGE THE TERMS OF THIS AGREEMENT AT ANY TIME AND WILL NOTIFY YOU IN ADVANCE OF THE CHANGES IN WRITING. YOUR CONTINUED USE OF THE ACCOUNT WILL INDICATE YOUR ACCEPTANCE OF ANY CHANGE.
- 11. WE ARE NOT BOUND BY ANY NOTATION OF "PAID IN FULL" THAT ACCOMPANIES ANY PAYMENT IF THE PAYMENT IS NOT FOR THE TOTAL OUTSTANDING AMOUNT.
- 12. YOU AGREE TO NOTIFY US IMMEDIATELY OF ANY QUESTIONS ABOUT STATEMENT OR CHANGE IN ADDRESS.
- 13. NO DELAY OR OMISSION TO EXERCISE RIGHTS WILL IMPAIR ANY SUCH RIGHTS OR WILL BE A WAIVER OF ANY DEFAULT OR RIGHTS.
- 14. BY SIGNING BELOW, YOU ALSO AGREE TO ALL TERMS AND CONDITIONS LISTED IN THE FEED SUPPLU AGREEMENT.
- 15. WE ARE AUTHORIED TO FILE AN AGRICULTURAL LEIN AS ALLOWABLE BY STATE LAW.
- 16. UNTIL NOTIFIED IN WRITING TO THE CONTRARY BY THE PATRON, 311 COMMODITIES MAY ASSUME THAT THE PATRON' SPOUSE, CHILDREN OBER THE AGE OF SIXTEEN YEARS AND EMPLOYEES IF ANY, ARE AUTHORIZED TO PURCHASE GOODS OR SERVICES AND CHARGE THEM TO THE PATRON'S ACCOUNT.
- 17. DISCLAIMER OF WARRANTIES, SUPPLIER MAKES NO WARRANTY, EXPRESS OR IMPLIED, THE PRODUCT BEING SOLD "AS IS" SUPPLIES SHALL HAVE NO LIABILTY TO CUSTOMER OR LIVESTOCK FEED CONTAMINATION DUE TO SPOILAGE, HIGH SULFUR CONTENT, HIGH MOISTURE CONTENT, DAMAGE DUE TO FIRE AS THE RESULT OF HIGH SUGAR CONTENT OR BY ANY OTHER CAUSE NOT UNDER THE CONTROL OF SUPPLIES, NOR FOR THE ACTION OR INACTION OF ANY THIRD PARTY.

DATE\_\_\_\_\_\_ SIGNATURE\_\_\_\_\_\_ PRINT NAME\_\_\_\_\_\_