

# Consumer and Agricultural Credit Application/Agreement

Full Legal Name of Applicant		Date of Birth / /		Phone #	
				Cell #	
Address, Street # or RR				Fax #	
				S.S.# or TIN #	
				Driver's License #	
P.O. Box		City		State	
				Zip Code	
Length at Current Residence _____ years. <b>Own Rent</b> (circle one)				Farm Bureau Member                      yes      no	
(If you rent) Landlord's Name: _____ Phone: _____				County                                      Mem. # _____	
Nearest Relative (not presently living with you)					
Name: _____ Address: _____ Phone: _____					
Bank Reference: _____				Contact: _____	
Address: _____				Phone: _____	
Co-Applicant (Full Legal Name)				S.S.# or TIN #	
				Cell #	
				Driver's License #	
Applicant Employed By:			Co-Applicant Employed By:		
Address, Street # or RR			Address, Street # or RR		
P.O. Box		City	P.O. Box		City
Phone #		Present Position	Phone #		Present Position
Number of Years		Annual Salary \$	Number of Years		Annual Salary \$
Other Income		Source:	Other Income		Source:
\$			\$		

Type of purchases anticipated: \_\_\_\_\_ Name of primary salesperson: \_\_\_\_\_

Credit Limited Requested: \$ \_\_\_\_\_

## AGREEMENT

I/we (applicant) gives the above information for the purpose of obtaining credit from Ag-Land FS, Inc. and said information is certified to be true. All applicants authorize company to investigate applicant's credit as necessary to act on or verify information contained herein, through all available means. Applicant further authorizes any bank or other grantor of credit to applicant to release to company or its assignee all credit and financial information requested, and consents to company giving such creditors a copy of this application upon request. Applicant agrees that a photocopy or fax of this document shall be as valid as the original. In consideration of company selling merchandise and services to applicant(s), the applicant(s) agree to the following terms:

**The disclosures and information are made and given in accordance with the requirements of the Federal Truth-in-Lending Act.**

- In the event the amount due the Company as evidenced by the monthly statement is not paid in full within 30 days, a FINANCE CHARGE may be computed on the unpaid balance. Such unpaid balance includes any charges remaining unpaid from the previous monthly statement after deducting payments and/or credits received during the current billing cycle. This FINANCE CHARGE shall be calculated for each billing cycle as long as there remains an unpaid balance. To the extent permitted by law, you will also be required to pay our collection expenses, including court costs and reasonable attorney's fees.
- The amount of such FINANCE CHARGE will be computed on the unpaid balance at a periodic rate of 1.8% on such unpaid balances. (Minimum FINANCE CHARGE is \$.50.) This represents an ANNUAL PERCENTAGE RATE of 21.6%.
- Credit privileges will be extended for a period of 30 days from the date of the merchandise or service first appeared on a monthly statement. After this 30 day period, no further credit will be extended until payments are received to bring the account within this 30 day period.

**This is the first page of a two-page agreement, with signatures on the second page binding applicant to conditions on each page.**

**In Case of Errors or Inquires About Your Bill:**

The Federal Truth-in-Lending Act requires prompt correction of billing mistakes.

- I. If you want to preserve your rights under the Act, here's what to do if you think your bill is wrong or if you need more information about an item on your bill:
  - A. Do not write on the bill. On a separate sheet of paper write (you may telephone your inquiry but doing so will not preserve your rights under this law) the following:
    - I. Your name and account number.
    - II. A description of the error and an explanation (to the extent you can explain) why you believe it is an error

If you only need more information, explain the item you are not sure about and, if you wish, ask for evidence of the charge such as a copy of the charge slip. Do not send in your copy of a sales slip or other document unless you have a duplicate copy for your records.

- III. The dollar amount of the suspected error.
- IV. Any other information (such as your address) which you think will help the Company to identify you or the reason for your complaint or inquiry.
  - B. Send your billing error notice to the address on your bill which is listed after the words: "Send Inquires To". Mail it as soon as you can, but in any case, early enough to reach the Company within 60 days after the bill was mailed to you.

2. The Company must acknowledge all letters pointing out possible errors within 30 days of receipt, unless the Company is able to correct your bill during that 30 days. Within 90 days after receiving your letter, the Company must either correct the error or explain why the Company believes the bill was correct. Once the Company has explained the bill, the Company has no further obligation to you even though you still believe that there is an error, except as provided in paragraph 5.

3. After the Company has been notified, neither the Company, nor an attorney, nor a collection agency may send you collection letters or take other collection action with respect to the amount in dispute; but periodic statements may be sent to you, and the disputed amount can be applied against your credit limit. You cannot be threatened with damage to your credit rating or sued for the amount in question, nor can the disputed amount be reported to a credit bureau or to other creditors as delinquent until the Company has answered your inquiry. However, you remain obligated to pay the parts of your bill not in dispute.

4. If it is determined that the Company has made a mistake on your bill, you will not have to pay any finance charges on any disputed amount. If it turns out that the company has not made an error, you may have to pay finance charges on the amount in dispute, and you will have to make up any missed minimum or required payments on the disputed amount. Unless you have agreed that your bill was correct, the Company must send you a written notification of what you owe; and if it is determined that the Company did make a mistake in billing the disputed amount, you must be given the time to pay which you normally are given to pay undisputed amounts before any more finance charges or late payment charges on the disputed amount can be charged to you.

5. If the Company's explanation does not satisfy you and you notify the company in writing within 10 days after you receive their explanation that you still refuse to pay the disputed amount, the Company may report you to credit bureaus and other creditors and may pursue regular collection procedures. But the Company must also report that you think you do not owe the money, and the Company must let you know to whom such reports were made. Once the matter has been settled between you and the Company, the Company must notify those to whom the Company reported you as delinquent of the subsequent resolution.

6. If the Company does not follow these rules, the Company is not allowed to collect the first \$50.00 of the disputed amount and finance charges, even if the bill turns out to be correct.

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex or marital status, or age (provided the applicant has the capacity to contract in accordance with applicable State law); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this FS Company is the Federal Trade Commission, Washington, D.C. 20580.

I hereby acknowledge receipt of a copy of this Credit Application. Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Individuals:	Partnership:	Corporation:
Signed: _____	Signed: _____	Signed: _____
Print Name: _____	Print Name: _____	Print Name/Title: _____
Signed: _____	Signed: _____	Signed: _____
Print Name: _____	Print Name: _____	Print Name/Title: _____

***This is the second page of a two page agreement, with signatures above binding applicant to conditions of each page***