

# ROCKBRIDGE FARMERS COOPERATIVE INC.

*Serving farms, homes and business since 1920*

## Application for Credit –Commercial

Organization Legal Name

(Or) Individual's Legal Name    First                      Middle Initial                      Last

Business Structure:  Corporation  Limited Liability Company  Partnership  Sole Proprietor  Non-Profit  Government

Primary Use:  Commercial (Non-Ag)  Governmental  Other \_\_\_\_\_

Social Security Number

Tax ID #

Telephone Number

Alternate Telephone Number

Physical Street Address

City

State

Zip Code

Mailing Address (If different than Physical Street Address)

City

State

Zip Code

### Primary Owner Information Required for Partnerships and Corporations

First

Middle Initial

Last

Social Security Number

Physical Street Address

City

State

Zip Code

### Applicant Financial Information

Assets

Liabilities

Net Worth (assets – liabilities)

Gross Sales

Net Business Income

Years in Business

### Bank Reference

Name

Account Number

Contact Person

Telephone Number

### Trade References

Name

Account Number

Contact Person

Telephone Number

Name

Account Number

Contact Person

Telephone Number

Type of Account  Regular Plan R

**Please read the following carefully before signing.** (1) Applicant represents that the information given in the application, including all applicant names, is complete and accurate, is provided for the purpose of obtaining credit in an amount set by the credit policies and practices of Rockbridge Farmers Cooperative, Inc. (RFC) (2) authorizes (RFC) to check with reporting agencies, trade references, and other sources disclosed herein in investigating the information given. (3) agrees to pay, as such place as (RFC) designates, obligations evidencing such credit, and FINANCE CHARGE, (APR 18%, 1½% monthly), where applicable (determined as provided in the (RFC) Credit Plans delivered herewith and made a part hereof), in accordance with billings and the current payment schedule, including a 25% attorney's fee and other costs of collection in the event of default. (4) the law of Virginia shall govern all rights and duties hereunder. (5) the venue and jurisdiction for the enforcement of the obligations hereunder shall be in the County of Rockbridge, Virginia unless another venue and jurisdiction is agreed to, in writing, by (RFC).

I certify that I have read the (RFC) Customer Agreement set forth above. I am aware of and agree to be bound by, the terms of the (RFC) Credit Plans and Customer Agreement.

Applicant's Signature

Print Applicant's Name

Title

Date

Primary Owner Signature

Print Primary Owner's Signature

Title

Date

**Continued on next page**

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**Personal Guarantee** The within guarantee is made for the benefit of, and to obtain credit on a continuing basis from Rockbridge Farmers Cooperative, Inc. (RFC). The undersigned hereby guarantees the performance of all obligations of \_\_\_\_\_, including but not limited to payment of all present and future indebtedness to (RFC), whether secured or unsecured and regardless of how the indebtedness is represented or incurred and regardless of prior notice, demand or pursuit of remedies against the party primarily liable. The undersigned consents to any extension or alteration of any obligation and guarantees such with out prior notice. This guarantee shall continue in effect until the undersigned has notified (RFC) in writing via certified mail of its cancellation, but such cancellation shall not alter any obligation of the undersigned arising there under prior to receipt of such written notice. The undersigned hereby authorizes (RFC) or its agent to investigate his/her credit and authorizes any bank, mortgage lender or landlord, credit reference or any other party to release information to (RFC) or its agent, and hold harmless for said disclosure. The undersigned grants a security interest in all goods sold, and agrees to pay reasonable attorney’s fees and cost of collection and interest at the maximum legal rate in the event of any default under this obligation.

\_\_\_\_\_  
Guarantor’s Signature

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Guarantor’s Name

**Your Billing Rights** This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

**Notify Us In case of Errors or Questions About Your Bill** If you think that your statement is wrong, or if you need more information about a transaction on your statement, please write to us as soon as possible. We must hear from you no later than sixty (60) days after the end of the statement period on your account history on which the error or problem appeared. The monthly statement period at the Credit Union ends the last day of each month. The quarterly statement period at the Credit Union ends the last day of March, June, September, and December. You can telephone us, but doing so will not preserve your rights. In your letter please give us the following information: Your name and account number; The dollar amount of the suspected error; Describe the error and explain, if you can, why you believe there is an error; If you need more information, describe the item that you are not sure about.

**Your Rights and Our Responsibilities After We Receive Your Written Notice** We must acknowledge your letter within thirty (30) days, unless we have corrected the error by then. Within ninety (90) days, we must either correct the error or explain why we believe the bill was correct. After we receive your letter we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question , including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. If we find that we made a mistake on your bill, you will not have to pay the finance charges related to any questioned amount. If we didn’t make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due. If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write us within 10 days telling us that you still refuse to pay, we must tell anyone that we report you to that you have a question about your bill. We must, in turn, tell you the name of anyone we reported you to regarding your bill. We must tell anyone that we report you to when the matter between us has finally been settled. If we do not follow these rules, we can’t collect the first \$50 of the questioned amount, even it the bill was correct.

**Special Rule For Credit Card Purchases** If you have a problem with the quality of the property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services . There are two limitations on this right: (a) You must have made the purchase in your home state, or, if not within your home state, within 100 miles of your mailing address; and (b) The purchase price must have been more than \$50. These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

**CREDIT PLANS**

**Plan R** Regular 30 Day Term Accounts – based on a monthly billing cycle and monthly statements will be prepared on the 1<sup>st</sup> business day of each month for the previous month. All credit purchases and all payments occurring after the last day of the month will appear on your next monthly statement. Your Plan R account is due and payable in full on or before the last day of the month following purchase. If the amount due is not paid on or before the due date a FINANCE CHARGE is imposed at a periodic rate of 1½ % per month (or a minimum charge of 50 cents per month for amounts under \$34.00) on the “Amount Due”.

**Plan 92** Petroleum Account – This is a special petroleum account used for bulk purchases which are due within 10 calendar days from date of purchase. A 1½ % finance charge is assessed on past due balances.

The ANNUAL PERCENTAGE RATE of the FINANCE CHARGE is 18%.

**Special Note:** The disclosure of finance charge and the manner in which it is determined is not an invitation or authorization to pay your account in monthly installments. All accounts are due in full on the due date.