



# RIVER VALLEY COOPERATIVE

Site Address:  
254 E. 90th Street  
Davenport, IA 52806

Mailing Address:  
P.O. Box 256  
Eldridge, IA 52748

Phone: 866.962.7820  
www.rivervalleycoop.com

## CREDIT ACCOUNT APPLICATION

All information given will be treated confidentially. Return complete application to PO Box 256, Eldridge, IA 52748, fax (563) 285-8457, or email [accountsreceivable@rvc.ag](mailto:accountsreceivable@rvc.ag). Copy of Photo ID is required to process the application.

### Customer Account Details

First Name	MI	Last Name
<input type="text"/>	<input type="text"/>	<input type="text"/>

Legal Business Name	DBA
<input type="text"/>	<input type="text"/>

Mobile Phone Number	Email Address
<input type="text"/>	<input type="text"/>

Social Security Number	Federal Tax Number	Date of Birth
<input type="text"/>	<input type="text"/>	<input type="text"/>

Physical Address/Delivery Address
<input type="text"/>

City	State	County	Zip Code
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Billing Address
<input type="text"/>

City	State	County	Zip Code
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Employer	Years of Employment
<input type="text"/>	<input type="text"/>

### Farm & Business Details

Check all products or services you will purchase or use from River Valley Cooperative.

Refined Fuels \_\_\_\_\_ Grain \_\_\_\_\_ Fertilizer/Chemicals/Seed \_\_\_\_\_ Feed \_\_\_\_\_ Propane \_\_\_\_\_

Credit Limit Requesting \$	Type of Business: Corporation, LLC, Partnership, Sole Proprietorship, or Individual
<input type="text"/>	<input type="text"/>

Acres Farmed	Owned	Rented	Leased	Custom
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Date Business Established	If Incorporated, State in Which Incorporated
<input type="text"/>	<input type="text"/>

## Owners, Partners, Officers Details

Legal Name

Title

SS# or FEIN#

Residence Address

Legal Name

Title

SS# or FEIN#

Residence Address

## Bank References

Bank Name

City, State

Contact Name

Bank Contact Phone Number/Fax Number

Bank Contact Email

## Trade References

Company

Contact Name

Phone Number

Address

Email Address

Annual Purchases \$

Credit Line \$

Balance Currently Owed \$

Secured? Yes \_\_\_\_\_ No \_\_\_\_\_ Explain \_\_\_\_\_

Company

Contact Name

Phone Number

Address

Email Address

Annual Purchases \$

Credit Line \$

Balance Currently Owed \$

Secured? Yes \_\_\_\_\_ No \_\_\_\_\_ Explain \_\_\_\_\_

## Additional Questions

Would you like your invoices and statements via email? Yes \_\_\_\_\_ No \_\_\_\_\_

Would you like to sign up for automatic payment of your monthly bill? Yes \_\_\_\_\_ No \_\_\_\_\_

Would you like to be invited to the Grower Portal for online access to view and pay invoices, review past purchases, order products, request quotes, and view plans? Yes \_\_\_\_\_ No \_\_\_\_\_

Would you like to authorize anyone else to have access to this account? Yes \_\_\_\_\_ No \_\_\_\_\_

Would you like to become a member of River Valley Cooperative? Yes \_\_\_\_\_ No \_\_\_\_\_

Are you tax exempt? Yes \_\_\_\_\_ No \_\_\_\_\_ If so, include a copy of tax exempt form.

Would you like to have your grain settlements emailed to you? Yes \_\_\_\_\_ No \_\_\_\_\_

Would you like to sign up for direct deposit for grain checks? Yes \_\_\_\_\_ No \_\_\_\_\_

If applicable: Do you own your propane tank? Yes \_\_\_\_\_ No \_\_\_\_\_ If no, is there a RVC tank onsite? \_\_\_\_\_

## River Valley Cooperative CREDIT POLICY & SECURITY AGREEMENT

The undersigned applicant ("Applicant") has delivered this credit application (the "Credit Application") to River Valley Cooperative ("RVC") to induce RVC to extend credit to the Applicant. The Applicant understands that RVC will rely on the truth, accuracy, and completeness of this Credit Application. The Applicant certifies that the information on this Credit Application is true, complete, and correct. The Applicant also acknowledges that it is required to inform RVC, in writing, of any material changes to the information on this Credit Application. The Applicant hereby authorizes RVC to investigate Applicant's credit record and report to proper persons and bureaus regarding Applicant's performance under any credit relationship with RVC.

By accepting this Credit Application for review, RVC is under no obligation to extend credit to Applicant. In the event RVC does extend credit to Applicant, it may cease doing so at any time and for any reason. APPLICANT ACKNOWLEDGES THAT IN THE EVENT RVC DOES EXTEND CREDIT TO APPLICANT, ALL SUCH EXTENSIONS OF CREDIT SHALL BE GOVERNED BY, AND APPLICANT SHALL BE BOUND BY, THE FOLLOWING TERMS AND CONDITIONS.

### ACCOUNT AGREEMENT/TERMS AND CONDITIONS

<b>Annual Percentage Rate for Purchases</b>	<b>18%</b>
<b>Grace Period for Repayment of Balances for Purchases</b>	No finance charge will be assessed for a billing cycle if the previous balance is paid in full by the 25th day of the month. The "previous balance" is defined as the balance due at the end of the prior billing month.
<b>Method of Computing the Balance for Purchases</b>	We figure the finance charge on your account by applying the periodic rate to the average daily balance of your account. We get the "adjusted balance" by taking the balance at the beginning of the month and subtracting unpaid finance charges, payments, and credits received during the month (except that we do not subtract credits attributable to purchases charged to your account during the month).
<b>Minimum Finance Charge</b>	There is a minimum finance charge of 50¢ for any month in which a finance charge is imposed.

The Applicant is referred to as "you" or "your" and River Valley Cooperative is referred to as "RVC", "we" or "us". The text in the above box is an integral part of our credit policy.

- You may buy goods and services from us on credit only up to the credit limit that we have established for you, except that grain purchases cannot be made on credit. We may stop further credit purchases if you are delinquent in paying your credit balance. We may impose conditions on credit extensions, such as personal guarantees and collateral requirements.
- We will send you a statement showing the balance that you owe as of the end of each month. You agree to pay the entire balance that you owe as of the end of each month by the 25th day of the following month, and in such a case, no finance charge will be imposed for the month. Payments will be applied first to finance charges. If you have not paid the entire balance that you owe within this period, then we may place you on a cash-only basis.
- Under Iowa law, all general partners of a partnership are liable for the debts of the partnership.
- By making a credit purchase after receiving a copy of this credit policy, you agree to be bound by the terms of this credit policy.
- Security Interest.** To secure performance of all agreements contained herein and the payment of any and all of your obligations herein, you hereby grant RVC a security interest (herein called the "Security Interest") in the following Collateral, whether now owned or hereafter acquired by you and wherever located, and all products and proceeds thereof: (a) Crops, whether annual or perennial, whether grown, growing or to be grown, and whether harvested or unharvested, the products and proceeds thereof and stored grain (including all of the foregoing designated as inventory) and any negotiable or nonnegotiable documents, scale tickets and the like resulting from the storage thereof; also seed, fertilizer, chemicals, and other supplies used or produced by Borrower in farming operations; (b) Accounts, contract rights (including proceeds from insurance policies covering the other Collateral), instruments, documents, chattel paper (whether tangible or electronic), investment property, documents, deposit accounts, letter-of-credit rights and supporting obligations, and general intangibles (including, without limitation, patents, trademarks, copyrights and other intellectual property and goodwill and payment intangibles), whether now owned or hereafter acquired and wherever located; hedging and commodity accounts or agreements, now or hereafter or in effect, together with all rights in and to such accounts or agreements and all payments due or to become due thereunder. (c) Livestock (including livestock in gestation) and their young, products and proceeds and progeny thereof and produce thereof, including all livestock designated as inventory; also feed, medicines and other supplies used or produced by Borrower in farming operations; also accounts, contract rights (including proceeds from insurance policies covering the other Collateral), instruments, documents and general intangibles, whether now owned or hereafter acquired and wherever located; hedging and commodity accounts or agreements, now or hereafter or in effect, together with all rights in and to such accounts or agreements and all payments due or to become due thereunder; and (d) All of your inventory, goods, equipment and machinery, and all accessions and attachments thereto and replacements and substitutions, therefore. You hereby consent to and agree that RVC may file, with or without your signature, any UCC financing statements, continuation statements, or any other documents that RVC deems necessary to perfect its security interest in said collateral.
- Default.** Occurrence of any of the following shall constitute a default: (a) your failure to make any payment hereunder on or before any due date; (b) breach of any representation, covenant, or obligation under this Agreement; or (c) if any statement or report furnished by you to RVC is false in any material respect.
- Remedies.** In the event of default hereunder by you, all of RVC's obligations hereunder shall immediately cease, and RVC shall have the right to specific performance, injunctive relief, money damages, offset against amounts owed to you, including, but not limited to, any patronage or amounts due to you from RVC, or immediate termination of this Agreement without notice to you. In addition, at RVC's option,

all your unpaid indebtedness to RVC shall become immediately due and payable, without notice to or demand upon you, except such right to cure as is provided by statute. Your obligations shall be absolute, irrevocable and unconditional, irrespective of the legality or validity of any obligation hereunder or under any related agreements and shall not be subject to any counterclaim, setoff, deduction or defense based upon any claim you may have against RVC or any other person and shall remain in full force and effect without regard to, and shall not be released, discharged or in any way affected by, any circumstance or condition. RVC's rights and remedies shall be cumulative and nonexclusive.

8. Limitation of Liability. RVC shall not be liable for any lost profits or any form of consequential, incidental, indirect, punitive, or special damages arising out of or relating to this Agreement or the goods or services provided by RVC to you. Your sole remedy for breach of warranty by RVC shall be return of the purchase price of the goods or services provided by RVC.
9. You agree to pay reasonable attorney fees and other expenses incurred by us in enforcing this agreement in all courts.
10. This Credit Application, any credit extended pursuant to this Credit Application, and any transactions where Applicant purchases goods and services from us shall be governed by the laws of the State of Iowa. Applicant hereby agrees that any suit, action, or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with this agreement shall be brought in the state courts having subject matter jurisdiction over such actions in Scott County, Iowa. Applicant hereby irrevocably consents to the exclusive jurisdiction of such courts in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of venue in any such suit, action or proceeding in any such court or that any such suit, action or proceeding has been brought in an inconvenient forum.
11. The parties hereto agree an account is not governed by the provisions of the Federal Truth-in-Lending Act or similar state laws, as amended, and is not considered a consumer credit transaction, unless (a) the debtor is a "consumer", as defined in such laws, and (b) the account is not otherwise excluded from the provisions of such laws because the account is established for a business, commercial or agricultural purpose, the debtor is an organization, the account is not greater than \$25,000, or this account is otherwise excluded by law from the provisions of such laws. "Consumer credit" is defined as "credit offered or extended to a consumer primarily for personal, family, or household purposes." Nothing in this Agreement shall expand or extend coverage of the Federal Truth-in-Lending Act or state laws to an account if the account would otherwise be excluded from such laws. Nothing shall be deemed a waiver or an agreement to forego any rights under such laws. RVC may amend the terms of the account upon notice to the undersigned in accordance with applicable law.
12. 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; 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 the creditor is Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

The undersigned hereby authorizes River Valley Cooperative ("RVC") and its agent, The Cooperative Finance Association, Inc. ("CFA"), to contact credit-reporting agencies and trade references regarding the undersigned's credit and financial responsibility for the purposes of obtaining credit and, from time-to-time hereafter, for purposes of maintaining such credit. The undersigned directs such reference to provide relevant information to RVC and CFA. The undersigned agrees that, as a condition to the extension of credit, RVC may now or may hereafter require the undersigned to submit verifiable financial statement(s) to RVC and CFA.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS AGREEMENT MAY BE LEGALLY ENFORCED. APPLICANT MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE SHALL ALSO BE EFFECTIVE WITH RESPECT TO ALL OTHER CREDIT AGREEMENTS NOW IN EFFECT BETWEEN APPLICANT AND RVC. A MODIFICATION OF ANY OTHER CREDIT AGREEMENTS NOW IN EFFECT BETWEEN APPLICANT AND RVC, WHICH OCCURS AFTER RECEIPT BY APPLICANT OF THIS NOTICE, MAY BE MADE ONLY BY ANOTHER WRITTEN INSTRUMENT. ORAL OR IMPLIED MODIFICATIONS TO SUCH CREDIT AGREEMENTS ARE NOT ENFORCEABLE AND SHOULD NOT BE RELIED UPON.

Date: \_\_\_\_\_ Legal Name of Applicant: \_\_\_\_\_

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

**COMPLETE THIS SECTION ONLY IF EXTENDING CREDIT TO YOUR BUSINESS**

I, \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_  
request and allow River Valley Cooperative, CFA, or its subsidiary to investigate my personal credit history for the purpose of extension of credit  
to \_\_\_\_\_

Signature \_\_\_\_\_ (Date) \_\_\_\_\_

## **BILLING RIGHTS FOR CONSUMER CREDIT TRANSACTION CUSTOMERS – KEEP THIS DOCUMENT FOR FUTURE USE**

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act. This Act only applies to consumer credit transactions and does not include business, commercial, or agricultural customers.

What To Do If You Find A Mistake On Your Statement. If you think there is an error on your statement, write to us at:  
**River Valley Cooperative, P.O. Box 256, Eldridge, IA 52748.**

*In your letter, give us the following information:*

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

*You must contact us:*

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong. You must notify us of any potential errors in writing. You may call us, but if you do, we are not required to investigate any potential errors, and you may have to pay the amount in question.

*What Will Happen After We Receive Your Letter? When we receive your letter, we must do two things:*

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

*While we investigate whether or not there has been an error:*

- We cannot try to collect the amount in question or report you as delinquent on that amount. The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

*After we finish our investigation, one of two things will happen:*

- If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.
- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe, and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us. If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question, even if your bill is correct.