



The McGregor Company  
PO Box 740  
Colfax, WA 99111

# Purchase Agreement (Non-Farm)

Branch \_\_\_\_\_

**CREDIT REQUESTED** \$ \_\_\_\_\_

**APPLICANT INFORMATION**

Name of Applicant (Exact Legal Name)		Tax Identification #:	Social Security #	Date of Birth
<b>TYPE OF ENTITY :</b> <input type="checkbox"/> Sole Ownership <input type="checkbox"/> Trade Name (DBA) <input type="checkbox"/> General Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Joint Venture <input type="checkbox"/> Trust <input type="checkbox"/> Other				
Mailing Address		City	State	ZIP
Phone #	Cell #	Email Address		
Primary State of Farmland		Primary County of Farmland		

**Corporate Officers, Partners, Members:**

Name	Title	Phone	Social Security #	Date of Birth
Address	City	State	Zip	
Name	Title	Phone	Social Security #	Date of Birth
Address	City	State	Zip	

**BUSINESS INFORMATION**

Crops Grown: \_\_\_\_\_ Years Farming: \_\_\_\_\_ Previous Supplier of Fertilizer/Chemicals: \_\_\_\_\_

<b>Balance Sheet</b>	Total Assets	Total Liabilities	Total Net Worth
Statement Date:	\$ _____	\$ _____	\$ _____
	Gross Farm (Schedule F)	Non-Farm	
Income (Annual)	\$ _____	\$ _____	

**OPERATING LINE** Do you have an operating line?  Yes  No, if yes complete below

Lender Name	Operating Line Amount	Current Principal Balance	Secured By
	\$ _____	\$ _____	
Address	Phone	Fax	Account Officer

Are any accounts past due?  Yes  No  
 Have you declared bankruptcy in the last 7 years?  Yes  No  
 Have you had any judgments against you?  Yes  No  
 Are you a party to lawsuit?  Yes  No

**CROP PLANNING INFORMATION**

( **Crop Year:** \_\_\_\_\_ ) Insurance Coverage: RP, YP, etc;

Crop	Acres	Average Yield	(Less) Landlord's Share %	Price Per Unit	Total Crop Value	Type	%
Total Crop Value							
Acres Owned:	Acres Leased:	Custom Acres:	Total Acres Farmed:				

**Where Are Crops Marketed:**

**BANK AND TRADE REFERENCES**

Deposit Bank Reference:

Address	City	State	ZIP
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Trade References:

Name	Address	Phone	Fax
Name	Address	Phone	Fax

For Office Use Only: Credit Approval: \_\_\_\_\_ Date: \_\_\_\_\_ Credit Limit: \_\_\_\_\_

**Payment Terms:** Applicant(s) (hereinafter referred to as "Applicant") agrees to pay The McGregor Company (TMC) the "Amount Due" shown on each invoice/monthly statement, together with finance charges, if applicable. Payments are due by the 10<sup>th</sup> of the month following billing. If not paid by the 25<sup>th</sup> of the month, the account will be considered past due. The applicant agrees to pay a FINANCE CHARGE (\$1.00 minimum) which will be computed by applying the **PERIODIC RATE of 1.50% per month (ANNUAL PERCENTAGE RATE IS 18%), or the highest amount allowed by law**, to the prior month end balance less payments. All payments will be applied first to Prior Unpaid FINANCE CHARGES and then to remaining outstanding balance.

**Default:** Applicant promises full and prompt payment of all indebtedness, present and future, incurred for products and services purchased from TMC. TMC may file Crop Liens as allowed by local/state laws. Applicant authorizes that a UCC financing statement may be filed. Applicant's failure to make timely payment of any invoice or failure to comply with the terms of this agreement shall result in Applicant's account being deemed in default, which may result in the account being placed on a Cash on Delivery (COD) basis, suspended, or canceled. In the event of a default, TMC may (at its option) declare all indebtedness owed immediately due and payable. If Applicant's account is referred to an attorney or collection agency to collect on any indebtedness owed to TMC, Applicant agrees to pay all costs of collection, including reasonable attorney's fees and court costs.

**Credit Information:** I/we authorize TMC or any credit reporting agency to investigate data obtained from me/us pertaining to my/our creditworthiness. I/we authorize any entity/individual, past or present, having relevant information to release said information of pertinent documents, including but not limited to financial statements, operating budgets, financing statements and security agreements to TMC from time to time during the credit relationship. Applicant warrants they are not a "consumer" under State/Federal Law and that all requests for the extension of credit are for business or agricultural purposes only. Applicant agrees to notify TMC of any significant change to financial condition.

**Governing Law:** Applicant agrees that all disputes relating to this Agreement shall be construed under Laws of the State of Washington. The exclusive jurisdiction and venue for any legal action brought to enforce any and all disputes relating to this Agreement shall be Whitman County, State of Washington. The parties hereto waive the right to a jury trial on any disputed issues.

**Copies and Electronic Signature:** Applicant/Guarantor(s) agrees that TMC may accept, utilize and rely upon a facsimile copy, electronic copy or photocopy of this Agreement, in lieu of an original document. Applicant/Guarantors, agree to be bound by the terms and conditions herein.

**Binding Effect:** This Agreement will be binding upon and inure to the benefit of Applicant and TMC and their respective successors, heirs, and permitted assigns. The persons signing this Purchase Agreement certify that all information/attachments contained herein, are true and correct to the best of their knowledge. I certify that I/we are authorized to act on behalf of this business and represent that said business and/or individuals signing this document shall be bound by its terms. The above terms and agreement have been read, are understood and accepted.

**Entity Signature (Corporation, LLC/LLP, Trust)**

**Individual Applicant ( Sole Proprietorship, Partnership)**

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

Applicant (Printed Name) \_\_\_\_\_

By: (Printed Name/Title) \_\_\_\_\_

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

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

Applicant (Printed Name) \_\_\_\_\_

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

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

**Continuing Personal Guarantee**

For value received and in order to induce The McGregor Company (TMC) to extend credit to Applicant(s), the undersigned Guarantor(s) jointly and severally, unconditionally, absolutely and irrevocably guarantees and promises to pay to TMC, when due or upon demand, any and all indebtedness and performs all obligations owed by Applicant(s) to TMC now existing or hereafter arising. Guarantor(s) waives all notices and demands of any kind and hereby agrees to any agreements between TMC and Applicant(s), including without limitation, a change in the amount of credit extended to Applicant(s), terms of sale, compromise, extension, increase or alteration of the amount, or terms of any indebtedness owed by the Applicant(s), and Guarantor(s) agrees the same shall in no way reduce, impair, discharge or release Guarantor(s) obligations. Guarantor(s) agrees that TMC may enforce this Guaranty and pursue payment from Guarantor(s), without having to first seek payment from, sue, or exhaust its remedies against Applicant(s) or any other Guarantor(s). The incorporation, merger, sale or reorganization of the Applicant(s) or TMC shall not terminate or affect Guarantor(s) obligations which will continue as to credit extended to or by such other entity. This Guaranty is continuing and absolute and shall continue in force until written notice of termination is received and receipt is acknowledged in writing by TMC, except that such termination shall not affect the liability of Guarantor(s) with respect to obligations created or incurred prior to such date, or extensions or renewals of, interest accruing on, of fees, costs, or expenses, including reasonable attorney's fees, incurred with respect to, such obligations on or after such date. Legal Venue will be Whitman County, State of Washington. Guarantor(s) warrants and represents that the information provided is true, complete and correct and Guarantor(s) understands that TMC is relying upon the information provided by Guarantor(s) to determine whether to extend credit to Applicant(s). Guarantor(s) authorizes TMC to obtain and evaluate Guarantor(s) credit and financial information at any time and from any source, in connection with the extension of business credit as contemplated in this Agreement.

Guarantor Printed Name: \_\_\_\_\_

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

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

Guarantor Printed Name: \_\_\_\_\_

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

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