

The following information is given for the purpose of obtaining credit from:
Mercer Landmark or Heartland Feed Services 426 W Market Street P.O. Box 328, Celina, OH 45822
Phone 567-890-9927 • Fax 419-586-8893 • Email glenda@mercerlandmark.com



BUSINESS CREDIT APPLICATION

Full Legal Name of How Account Will Be Held: _____
(if account in personal name(s), complete personal information on page 2)

Doing Business As(if applicable) : _____

EIN # _____ Email Address: _____

Billing Address: _____ City _____ State ___ Zip _____

Shipping Address: _____ City _____ State ___ Zip _____

Business Phone: () _____ Fax: () _____

Date Business: Established / Incorporated / Organized: _____

Legal Entity (check one):

- Sole Proprietor
- Partnership
- Corporation
- Limited Liability Company

Tax Status (check one):

- Taxable
- Tax Exempt
*If exempt, please supply certification

Requesting Credit For: (mark all that apply)

- Propane/LP Gas
- Gasoline/Diesel Fuel
- Fuel Oil/Heating Fuel
- Agronomy: _____ Location
- Feed: _____ Location
- Farm Supplies: _____ Location

Credit Limit Requested: \$ _____

Sales Advisor: _____

Full Name, Address, Social Security Number of ALL Principal Officers, Owners, General Partners, or Members

(1) Name: _____ Title: _____

Street: _____ City: _____ State: _____ Zip: _____

Social Security Number: _____ Home/Cell Phone () _____

(2) Name: _____ Title: _____

Street: _____ City: _____ State: _____ Zip: _____

Social Security Number: _____ Home/Cell Phone () _____

(3) Name: _____ Title: _____

Street: _____ City: _____ State: _____ Zip: _____

Social Security Number: _____ Home/Cell Phone () _____

(Additional Officers, Owners, Partners, Members please attach a separate sheet)

Bank References: (If more than one reference, please attach a separate sheet)

Name of Bank: _____ Contact Person: _____

City: _____ State: _____ Zip: _____ Phone: () _____

Checking Account #: _____ Savings Account #: _____ LOC Available: \$ _____

Business References: (List only those whom you have purchased from within last year)

(1) Name of Company: _____

Phone: () _____ Fax: () _____

Email Address: _____

(2) Name of Company: _____

Phone: () _____ Fax: () _____

Email Address: _____

(3) Name of Company: _____

Phone: () _____ Fax: () _____

Email Address: _____

Balance Sheet

Customer Name: _____

Assets**Current Assets**

Cash and Cash Equivalents	\$ _____
Marketable Securities	\$ _____
Accounts Receivable	\$ _____
Inventories	\$ _____
Other Current Assets	\$ _____
Total Current Assets	\$ _____

Non-Current Assets

Property, Plant, & Equipment	\$ _____
Goodwill	\$ _____
Intangible Assets	\$ _____
Investments in Other Companies	\$ _____
Financial Long-Term Assets	\$ _____
Total Non-Current Assets	\$ _____

Total Assets \$ _____**Liabilities****Current Liabilities**

Accounts Payable	\$ _____
Short-Term Debt	\$ _____
Current Income Tax Due	\$ _____
Notes Payable	\$ _____
Other Current Liabilities	\$ _____
Total Current Liabilities	\$ _____

Non-Current Liabilities

Long-Term Debt	\$ _____
Deferred Income Tax Debt	\$ _____
Bonds Payable	\$ _____
Capital Lease Obligations	\$ _____
Other Non-Current Liabilities	\$ _____
Total Non-Current Liabilities	\$ _____

Total Liabilities \$ _____**Owner Equity**

Retained Earnings & Contributed Capital	\$ _____
Valuation Equity	\$ _____

Total Liabilities and Owner Equity \$ _____

The Ohio laws against discrimination require that all creditors make a credit equally available to all creditworthy customers, and that credit report agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

The undersigned hereby authorizes any bank or other lender or grantor of credit to provide Seller or its assigns, information regarding the character, reputation, financial responsibility and indebtedness of the undersigned as requested by Seller or its assigns for the purpose of evaluating the commercial credit request of the undersigned, and hereby releases Seller or its assigns, and any lender or grantor of credit from any and all claims or causes of action that may arise or which may by reason of information furnished to Seller or its assigns by said bank or other lender or grantor of credit.

Full Legal Name of Company: _____

Printed Name of authorized person: _____

Signature of authorized person: _____

Title: _____ **Date:** _____

PERSONAL GUARANTEE

Each Principal Officer, Owner, General Partner or Member of Company must complete/sign this form (make additional copies for each person, as needed)

To Mercer Landmark, Inc or Heartland Feed Services LLC

In consideration of the sale of goods by Mercer Landmark, Inc or Heartland Feed Services LLC. ("Seller"), to

_____ located at _____
(company name) (City and State)

("Buyer"), and other valuable consideration, the undersigned, as individual, hereby guarantee prompt payment, when due, of all claims and demands of Seller now existing and hereafter arising, against Buyer, including but not limited to open account obligations from the sale of goods or services by Seller to Buyer. The sale of such goods or services shall be deemed to arise when the services have been completed or goods have been delivered to Buyer.

For purposes of the guarantee, payment of said claims and demands shall be due in accordance with the terms of any and all agreements between Seller and Buyer with respect to said claims and demands, and in addition, payment of said claims and demands shall, at the option of Seller become immediately due at any time when:

1. Buyer defaults in any way on its obligations to Seller.
2. A petition under any Chapter of the Bankruptcy Code, or the appointment of a receiver of any parts of the property of Buyer.
3. Buyer makes a general assignment for the benefit of its creditors, suspends business, or commits or suffers any act or event amounting to a business failure.
4. An attachment or judgement lien is levied on, or a tax lien is filed against, any property of Buyer or any property treated under law as if it were Buyers.

This is an absolute, unconditional, and continuing guarantee of payment and not of collection and the undersigned jointly and severally waive any right to require that any action be brought against Buyer, other guarantor (s), or any other person, or to require that resort be had to any security or to any balance of any deposit account or creditor on the books of Seller in favor of buyer or any other person, and will remain in effect until revoked by written notice received and acknowledged in writing by an officer of Seller. Any such revocation will not affect then-existing liabilities of the undersigned thereunder, nor will it affect the liability of the undersigned, who have not given such notice, for any such claims and demands guaranteed hereby and extensions of time of payment thereof and will not be affected by an extension of change of the time of payment or any surrender, exchange, acceptance, or release by Seller of any other guarantee or security held by it for any such claims and demands. In the event of the receipt of a written request from any of the undersigned, Seller will provide that person with current information regarding the amount of indebtedness then owed to Seller by Buyer.

Notice of acceptance of this guarantee, notice of extensions of credit to Buyer, notice of the sale and delivery of goods to Buyer, notice of default, diligence, presentment, protest, demand of payment, and notice of demand or protest are hereby waived. Seller in its sole, arbitrary discretion may determine the reasonableness of the period which may elapse prior to the making of any demand for payment against Buyer, and Seller need not exhaust any of its remedies against Buyer or any security for the claims and demands guaranteed hereby before having recourse against the undersigned under this guarantee.

The undersigned shall reimburse Seller, on demand, for all expenses, including reasonable attorney's fees incurred by Seller in the enforcement or attempted enforcement of any Seller's rights thereunder against any of the undersigned.

The undersigned further agrees that the venue of any court action under the terms of this guarantee shall be Mercer County, Ohio.

This guarantee will be governed by and construed in accordance with the laws of the State of Ohio. It will be binding upon the undersigned and the personal representatives, heirs, and assigns thereof, and will inure to the benefit of Seller and its successors and assigns. If this guarantee is signed by more than on person, their obligations together will be joint and several.

Signature of Guarantor: _____ **Date:** _____

Signed as individual, not as officer, partner or LLC member

Printed Name: _____

In the presence of (two witnesses):

Witness

Witness

TERMS AND CONDITIONS OF SALE

1. **Credit Approval:** All orders are subject to credit approval and Seller will not be liable for any delays in sales of product or services to be performed resulting from a credit-related problem.
2. **Payment:** Terms of payment are specified on the face of each invoice and monthly statement. No additional credit will be extended to past due accounts unless satisfactory arrangements are made with our credit department. Any invoice that is 60 days past due will result in the account being placed on "complete hold" status. There will be an additional charge for returned check items.
3. **Service Charge:** A service charge of 2% per month (24% annually) will be charged on all past due principal balances where permitted by applicable or federal law. In the event a charge of 2% per month may not be charged under applicable state or federal law, then the maximum amount of service charge permitted under applicable state or federal law shall be charged.
4. **Taxes:** Any taxes to be paid or collected upon sale, delivery, storage, processing, use, or consumption of any product covered hereby shall be for the account of Buyer who shall promptly pay the amount thereof to Seller upon demand.
5. **Recovery of Legal Fees and Costs:** In the event it becomes necessary for Seller to file a lawsuit to enforce any of the terms and provisions hereof and Seller is granted a judgement wholly or partly in its favor, Seller shall be entitled to recover, in addition to all other remedies and damages, reasonable attorney's fees and court costs incurred in such suit.
6. **Choice of Venue and Law:** The venue of any court action instituted under these terms and conditions shall be Mercer County, Ohio. The parties further agree that the laws of the Status of Ohio shall apply with respect to any sales.
7. **Partial Inapplicability:** Should any term or condition above, or any portion thereof, be invalid or inapplicable, the balance of such terms and conditions shall govern.
8. **Non-Waiver:** Any waiver or failure of Seller to require strict compliance with these terms and conditions in any respect shall not be deemed a waiver of Seller's right to insist upon strict compliance in other respects or thereafter in the same respect.
9. **No Modification:** These terms and conditions as set forth herein, shall constitute the whole agreement between Buyer and Seller. Any changes which Buyer requests shall be authorized only in writing and signed by Seller. These terms and conditions shall be binding upon and incur to the benefit of the respective parties, their successors, and assigns.

YOUR SIGNATURE WILL ACKNOWLEDGE YOUR READING AND ACCEPTANCE OF THIS DOCUMENT

Full Legal Name of Company: _____

Printed Name of authorized person: _____

Signature of authorized person: _____

Title: _____ **Date:** _____