



Business Information

Legal Business Name:		DBA:
Billing Address:		
Shipping Address:		
City:	State:	Zip:
Telephone Number:	Email Address:	
Form of Entity: <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other (Describe Below)		
Describe:		
Principal Business Activity:	Date Started:	
How long in business under its present ownership?		

Note: If the business is sold, acquired, is a party to a merger, or the form of the entity is changed, you must notify us in writing, by certified mail, within 7 days of such change.

Tax Information

Federal ID #:	Tax Exempt: <input type="checkbox"/> Yes <input type="checkbox"/> No (If yes, attach certificate.)	Number:
Is this business a subsidiary/affiliate of any other entity: <input type="checkbox"/> Yes <input type="checkbox"/> No		
If yes, identify the entity:		

Owners, Members, Partners and/or Officers

Name:	Title:	Social Security #:
Home Address:		Home Phone:
Name:	Title:	Social Security #:
Home Address:		Home Phone:
Name:	Title:	Social Security #:
Home Address:		Home Phone:

If the request is for more than \$25,000, please provide a copy of your most recent annual financial.

References

Bank Reference Name:	Bank Address:	Bank Phone Number:
Checking Account #:	Savings Account #:	
Officer to Contact:		
Trade Reference #1 Name:	Address:	
Contact Person:	Phone Number:	
Trade Reference #2 Name:	Address:	
Contact Person:	Phone Number:	
Trade Reference #3 Name:	Address:	
Contact Person:	Phone Number:	

Additional Information

Has this business or any predecessor in interest (General partners - if a general or limited partnership; Owner - if a sole proprietorship) ever filed a petition in bankruptcy, been the subject of an involuntary petition in bankruptcy, or been the subject of a request for receivership? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If so, when:	State in which filed:

Please note that we report payment history to NACM Intermountain and it will become part of your business's credit history.

(PLEASE CONTINUE APPLICATION ON NEXT PAGE)

TERMS & CONDITIONS OF OPEN ACCOUNT

(PLEASE READ CAREFULLY)

PAYMENT TERMS ON MERCHANDISE SERVICE AND SUPPLIES SALES ARE NET 30 DAYS. Bingham Ag Services reserves its right in its sole discretion to cancel/reduce credit and refuse to make future credit sales. Customer agrees to review immediately upon receipt, each of Bingham Ag Services' statements and advise Bingham Ag Services of any discrepancy/dispute within 20 days of receipt of each such statement, together with a written statement for any discrepancy/dispute. Failure to do so constitutes a waiver of any claim for such discrepancy/dispute.

In the event any balance due is not paid timely, payments may be applied first to costs of collection, attorneys fees and interest and then to principle even though the invoices being paid are designated on the payment remittance. Interest at the rate of 21% per month will be charged on all amounts not paid by the 20th day of the following month, both before and after judgment, and continuing each month until paid in full. In the event of default, the undersigned agrees to pay all costs of collection, including fees of any collection agency in the amount of not less than 150% of all amounts due and attorneys' fees whether hourly or contingent, but not to be less than 100% of the amount due if contingent, together with costs of court. The undersigned further agrees that any legal action brought hereunder may be brought in Bingham County, Idaho, and shall be adjudicated pursuant to Idaho law. No terms or conditions hereof may be changed except by written consent of Bingham Ag Services. All sums due for rentals, goods and/or services purchased, by, for, or on behalf of the undersigned are payable to Bingham Ag Services, PO Box 887, Blackfoot, ID 83221.

This Agreement shall be binding upon the successors and assigns of _____ ("Debtor") and regardless of any subsequent incorporation, reorganization, merger, consolidation of Debtor, change of partners, change of name or any other change in the composition of Debtor.

The undersigned warrants that he/she has the authority to execute this Open Account Agreement for Debtor and to bind said company to the terms contained herein and further certify that the information provided herein is true and correct. Customer further certifies that this request is for the extension of credit for business purposes.

Debtor hereby accepts and agrees to the terms and conditions stated above including the payment terms.

I/we hereby authorize you or your agent/representative to secure a credit report regarding Debtor from time to time in connection with the extension or continuation of credit represented by this Agreement or the collection of debts resulting therefrom. Debtor further agrees to the release of credit information, including the reporting of credit history to credit reporting agencies, consistent with the Fair Credit Reporting Act 15 U.S.C. §1681, et seq., as amended. This authorization shall be continuing without expiration. A photocopy or facsimile copy shall be given the same effect as the original.

Signature Required To Process		
Date Signed:	Debtor Signature:	
Print Name:	Title:	
Debtor SSN/EIN:	Address:	
Phone Number:	Fax Number:	Email Address:

WITHOUT SIGNING & DATING, THIS APPLICATION CANNOT BE PROCESSED!

PERSONAL GUARANTEE

Joint & Several

In consideration of Bingham Ag Services extending credit to _____, I/We the undersigned, hereby jointly and severally guarantee the prompt performance of the duties and obligations set forth in the above Open Account Agreement including payment to Bingham Ag Services, its successors, and assigns by _____ and its related entities (hereinafter collectively referred to as "Debtor"), together with interest at the rate of 21% per month, on all amounts not paid by the 30th of the month following the month of purchase, both before and after judgment, all costs of collection including collection agency fees in the amount of not less than 150% of all amounts due and attorney fees whether hourly or contingent, but not to be less than 100% of all amounts due if contingent. Payments may be applied first to costs of collection, attorneys' fees and interest and then to principle even though the invoices being paid are designated on the payment remittance. The undersigned further agree(s) that any legal action hereunder may be brought in Bingham County, Idaho and shall be adjudicated pursuant to Idaho law. Liability of the undersigned shall not be affected or prejudiced by the additional acceptance of a note or other evidence of indebtedness, the extension of time for payment, payment arrangements, updating of the Open Account Agreement or other indulgence granted to Debtor, or by agreement affecting said indebtedness, and the undersigned hereby waives notice of any or all of the aforesaid. The filing of suit or exhaustion of collection or legal remedies against Debtor shall not be a condition precedent to the enforcement of this guarantee and the undersigned hereby expressly waives presentment for payment, demand, protest, notice of protest or diligence. This Guarantee is an absolute, continuing, unconditional, and unlimited Guarantee. The term of this Guarantee shall commence on the date first above indicated. No termination of the Guarantee shall be effected by the death of the Guarantor or any of the Guarantors. This Guarantee shall be effective regardless of any subsequent incorporation, reorganization, merger or consolidation of the Debtor, change of partners, change of name or any other change in the composition, nature, personnel or location of the Debtor whatsoever.

I/We hereby authorize you or your agent/representatives to secure a consumer credit report from time to time regarding the undersigned in connection with the extension or continuation of credit contemplated herein or the collection of debts resulting therefrom. The undersigned further agree(s) to the release of credit information, including the reporting of credit history to credit reporting agencies consistent with the Fair Credit Reporting Act, 15 U.S.C. §1681, et seq., as amended. This authorization shall be continuing without expiration and a photocopy or facsimile copy shall be given the same effect as the original.

Signature Required To Process	
Date Signed:	Signature #1:
Print #1 Name:	Social Security #:
Date Signed:	Signature #2:
Print #2 Name:	Social Security #:

FEDERAL EQUAL OPPORTUNITY ACT NOTICE

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 (provided the applicant has the capacity to enter into a binding contract); 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 creditor is the Federal Trade Commission, Equal Credit Opportunity Washington, D.C. 20580.

WITHOUT SIGNING & DATING, THIS APPLICATION CANNOT BE PROCESSED!