



Customer Account Application

Applicant Information

** If applicant is a partnership, corporation, or LLC, please provide the following information for each of the members. Attach additional sheets as needed

Credit Limit Requested \$	Total Crop Acres	Please check all product lines you intend to purchase: <input type="checkbox"/> Seed <input type="checkbox"/> Agronomy <input type="checkbox"/> Energy / Fuel <input type="checkbox"/> Other _____	
<input type="checkbox"/> Grower <input type="checkbox"/> Retailer	Name **		<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> LLC
Physical Address	City	State	Zip Code
Home / Office Ph # () -	Cell Ph # () -	Social Security # / FIN #	Date of Birth / /
Other Employment (if any)			How Long

Restricted Use License Information

Name as it appears on your <u>chemical license</u>	License # as it appears on your license	State	Expiration Date /	
Authorized Agents (Anybody who may obtain account information or pick up Restricted Use Pesticides on behalf of the license holder)				
Full Name Example: John Doe	Relationship Brother	Address: 123 Main St	City, State, Zip Shipman, IL 62685	Phone # (618) 729-9009
				() -
				() -
				() -

Co-Applicant or Primary Business Owner Information (if applicable)

Name				
Address	City	State	Zip Code	
Home / Office Ph # () -	Cell Ph # () -	Social Security # / FIN #	Date of Birth / /	
Other Employment (if any)			How Long	

Bank Reference

Name				
Address	City	State	Zip Code	
Contact Person	Phone # () -	Fax # () -		

Business Reference

Name				
Address	City	State	Zip Code	
Contact Person	Phone # () -	Fax # () -		

You agree that the following terms will govern any purchases made which are charged to any charge account that you may have with IVS, LLC.

1. In this agreement "you" or "your" is the applicant (s), and "we" or "our" is IVS, LLC.
2. You will pay the entire balance showing on your account statement by the Payment Due Date and you understand that if any portion of your balance remains unpaid beyond that date, your credit privileges may be suspended or revoked.
3. You agree that an interest or finance charge of 2.0%, which is an annual percentage rate of 24% per year, will be applied to that part of any balance that resulted from purchases made during a calendar month, but not paid before the last day of the following month plus any previous balance, that remains unpaid. Interest may be compounded at our discretion.
4. If the account is not paid in full by the due date, the account may be classified as delinquent and no further credit shall be extended until the account is paid in full. In addition to the finance charge outlined above (term 3), accounts deemed delinquent may be assessed a delinquency fee of 5% per delinquent transaction.
5. Payments shall be applied first to the unpaid finance or interest charges, then to the remaining outstanding balance.
6. You shall be liable for the payment of all our collection costs, court costs and attorney's fees to pursue payment of your debt in the event that payment is not received when due.
7. The terms and conditions of this document may be amended in writing by the agreement of all parties. Such amendments shall not affect your charges or other debts incurred prior to the amendment.
8. If applying for a Joint Account, both of us agrees to be bound by the terms of this agreement and each of us agree to be jointly and severally liable for payment of all purchases or charges made under this agreement.
9. You shall have the right to limit or terminate your charge account, but termination shall not affect your obligation to pay any existing balance. We may, at our option, declare the entire balance due and payable at any time.
10. The agreement shall be constructed as having been delivered in the State of Illinois and shall be constructed in accordance with the laws of the State of Illinois. All parties hereto expressly agree that the venue shall be in the State of Illinois, County of Greene only, and the undersigned hereby consents to the jurisdiction of the Courts of the State of Illinois, County of Greene and the U.S. District for the District of Illinois.
11. We are not bound by any notation of "paid in full" or otherwise that accompanies any payment if the payment is not for the total amount owed at the time. Any agreement for a lesser amount than what is owed must be expressly agreed to by IVS, LLC. in a written agreement signed by IVS, LLC's Credit Manager or General Manager.
12. We are not liable for any consequential or special damages of any kind and the implied warranty of merchantability and of fitness for a particular purpose waived by you.
13. You authorize us to collect information on you including, but not limited to bank references, trade credit references, and/or commercial credit reports. You further authorize us to release information about our credit experiences with you.

IN COMPLIANCE WITH THE FAIR CREDIT REPORTING ACT, THIS IS TO INFORM YOU THAT YOU ARE AUTHORIZING THIS ORGANIZATION AND/OR ITS SUPPLIERS TO OBTAIN A CONSUMER AND/OR BUSINESS PROFILE CREDIT REPORT. YOU HAVE THE RIGHT TO DISPUTE THE INFORMATION ON THIS REPORT AND REQUEST ADDITIONAL DISCLOSURES PROVIDED UNDER SECTION 606\$1681D(B) OF THE FAIR CREDIT REPORTING ACT, AND A WRITTEN SUMMARY OF YOUR RIGHTS PURSUANT TO SECTION 609(C), YOU MAY DO THIS BY CONTACTING THE PROVIDER OF THE INFORMATION. PLEASE CALL ONECREDITSOURCE.COM,LLC AT 1-800-905-9678 AND YOU WILL BE DIRECTED TO THE PROPER CREDIT REPORTING AGENCY OR ASSISTED IN YOUR INQUIRY. THIS ORGANIZATION IS NOT ALLOWED TO GIVE YOU A COPY OF YOUR CREDIT REPORT, YOU ALSO RELEASE FROM LIABILITY ANY PERSONS INVOLVED IN THE CREDIT INVESTIGATION.

Personal Guarantee

The undersigned hereby personally guarantees payment to CHS Inc. of all obligations which Guarantor or any business entity Guarantor has an interest in and payment when due of all sums presently or hereafter owing by Guarantor to IVS, LLC. Guarantor agrees to indemnify IVS, LLC. against any losses IVS, LLC. may sustain and expenses IVS, LLC. incur as a result of any failure of Guarantor to perform including reasonable attorneys' fees and all costs and other expenses incurred in collecting or compromising any indebtedness of debtor guaranteed hereunder or in enforcing the guaranty against Guarantor. This shall be a continuing Guaranty. Diligence, Demand, Protect or notice of any kind shall be waived. It shall remain in force until guarantor delivers to IVS, LLC. written notice revoking it as to indebtedness incurred subsequent to such delivery. Such delivery shall not affect any of Guarantors obligations hereunder with respect to indebtedness heretofore incurred.

The undersigned personal guarantor, recognizing that his or her individual credit history may be necessary in the evaluation of this personal guarantee, hereby consents to and authorizes the use of consumer credit report on the undersigned, by CHS Inc., from time to time as may be needed, in the credit evaluation process. We hereby apply for credit and affirm financial responsibility, ability and willingness to pay invoices in accordance with published terms. The above information is warranted to be true and complete.

Signature

Printed Name

Date

Signature

Printed Name

Date

The Federal Equal 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 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 law covering this credit is the Federal Trade Commission, Division of Credit Practices, 6th and Pennsylvania Ave, NW, Washington DC 20580



CHS Inc.
Patronage Application and Eligibility Form

Legal Name of Individual or Entity (AS RECORDED WITH THE IRS)

Care of Name/Attention

Mailing Address

City **State** **Zip Code**

CHS Use Only: **Employee Initial:** _____

Location Number **Patron Number** **Consent Code**

Telephone Number (Include Area Code)

Birth Date: _____ - _____ - _____
 (If Individual) **Month** **Day** **Year**

1. The undersigned certifies that the type of entity or individual holding the account is a/an:

- ☐ Qualifying Association – Operating on a coop basis (As defined below) ☐ Individual Agricultural Producer (As defined below) ☐ Family Farm Entity engaged in agricultural production
- ☐ Trust or Estate engaged in agricultural production ☐ Entity (100% owned by CHS Members)*
- ☐ Entity (at least 20% owned by Qualifying Associations or Agricultural Producers as defined below)*

Brief Description of Business of the Entity: _____

An “Entity” means a partnership, corporation, limited liability company, limited liability partnership, trust or similar entity.

***SEE DESCRIPTION OF ENTITY ELIGIBILITY REQUIREMENTS ON REVERSE SIDE OF THIS FORM.**

A “Qualifying Association” is an association of agricultural producers organized and operating on a cooperative basis and so as to adhere to the provisions of the Agricultural Marketing Act or the Capper-Volstead Act.

An “Agricultural Producer” is a person who is actually engaged in the production of agricultural products, including tenants of land used for the production of any such product, and lessors of such land who receive as rent therefore a product of such land.

OR

2. ☐ The above named account is not an entity or individual described in 1. above. (IF #2 IS CHECKED YOU DO NOT QUALIFY FOR PATRONAGE)

Certification — Under penalties of perjury, I certify that:

- (1) The number I have provided below on this form is my correct Taxpayer Identification Number.
- (2) I am not subject to backup withholding either because I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the IRS has notified me that I am no longer subject to backup withholding.

Certification Instructions — You must cross out item (2) above if you have been notified by the IRS that you are subject to backup withholding because of under reporting interest of dividends on your tax return. However, if after being notified by the IRS that you were subject to backup withholding you received another notification from the IRS that you are no longer subject to the backup withholding, do not cross out item #2.

IT IS IMPORTANT TO NOTE THAT ONLY ONE NUMBER CAN BE USED AND THAT NUMBER SHOULD MATCH THE NUMBER ON FILE WITH THE IRS. THIS IS THE NUMBER CHS WILL REPORT PATRONAGE EARNINGS UNDER.

Social Security Number (If Individual)

Signature

Date

OR

Federal Identification Number (For Entity/Coop)

Title of Officer if Patron is an Entity

Consent — Please check either section (1) or (2) below. By checking Waiver, you will be waiving any patronage you would otherwise be eligible for.

DO NOT CHECK BOTH

- ☐ **CONSENT** – I consent to include in my gross income as provided in the Federal Income tax laws, the stated dollar amount of each written notice of allocation which I received from CHS Inc. and its successors with respect to my patronage occurring during the current and all subsequent taxable years unless the written allocation is attributable to personal, living, or family items or is properly taken into account as an adjustment to basis of property. This individual consent shall be revocable by me in writing at any time.
- I also acknowledge receipt of the CHS Inc. Consent Bylaw and Statement of Significance on the reverse side of this form.

OR

- ☐ **WAIVER** – I waive any patronage dividends that I may be eligible for arising out of my business with CHS Inc. and its successors during its current and subsequent fiscal years. This disclaimer of patronage dividends shall be valid until revoked by me in writing in accordance with the Federal Income Tax Laws.

Date

Signature

Title of Officer if Patron is an Entity

CONSENT BYLAW OF CHS INC.

ARTICLE VIII.

Consent

Section 1 - Consent. Each individual or entity that hereafter applies for and is accepted to membership in this cooperative and each member of this cooperative as of the effective date of this bylaw who continues as a member after such date shall, by such act alone, consent that the amount of any distributions with respect to its patronage which are made in written notices of allocation (as defined in 26 U.S.C. §1388), and which are received by the member from this cooperative, will be taken into account by the member at their stated dollar amounts in the manner provided in 26 U.S.C. §1385(a) in the taxable year in which such written notices of allocation are received by the member.

Section 2 - Consent Notification to Members and Prospective Members. Written notification of the adoption of this Bylaw, a statement of its significance and a copy of the provision shall be given separately to each member and prospective member before becoming a member of this cooperative.

Section 3 - Consent of Nonmember Patrons. If this cooperative obligates itself to do business with a nonmember on a patronage basis, such nonmember must either: (a) agree in writing, prior to any transaction to be conducted on a patronage basis, that the amount of any distributions with respect to patronage which are made in written notices of allocation (as defined in 26 U.S.C. §1388), and which are received by the nonmember patron from this cooperative, will be taken into account by the nonmember patron at their stated dollar amounts in the manner provided in 26 U.S.C. §1385(a) in the taxable year in which such written notices of allocation are received by the nonmember patron and further, that any revocation of such agreement will terminate this cooperative's obligation to distribute patronage with respect to transactions with such nonmember that occur after the close of this cooperative's fiscal year in which the revocation is received; or (b) consent to take the stated dollar amount of any written notice of allocation into account in the manner provided in 26 U.S.C. §1385 by endorsing and cashing a qualified check as defined in and within the time provided in 26 U.S.C. §1388(c)(2)(C); provided that failure to so consent shall cause the written notice of allocation that accompanies said check to be canceled with no further action on the part of this cooperative.

STATEMENT OF SIGNIFICANCE

The significance of this Bylaw is that if you become a member after adoption of the Bylaw (and after receipt of this notice), or if you were already a member and remain a member after receipt of notice, any patronage distribution made to you in written notices of allocation (with respect to your patronage of this cooperative for a tax year of this cooperative beginning on or after June 1, 1963 and accompanied by a distribution of 20 percent or more in cash) will be included in your income. (However, the patronage distribution does not have to be included in your income if it represents a patronage distribution on the purchase of personal, living or family items: capital assets or property used in a trade of business subject to depreciation. The patronage distribution relating to capital assets or property used in a trade or business, however, must be used to reduce the cost basis of said assets or property.)

The amount included in your income will be the full amount of the patronage refund distribution (with the exception above stated), not just the portion of it paid in cash.

ENTITY ELIGIBILITY REQUIREMENTS

If an Entity does not meet the definition of a Qualifying Association, the Entity may still qualify for patronage. The requirements to qualify for patronage in such case are: (i) a minimum of **20%** ownership of the Entity must be held by Qualifying Associations or Agricultural Producers, (ii) a minimum of **75%** of the business of the Entity must be done with or for Qualifying Associations or Agricultural Producers and must relate to the production, processing, or transportation of agricultural product, as may be further defined and regulated by rules and decisions of the Capital Committee of the Board of Directors. (iii) additional forms will be sent to the Entity by CHS and will be required to be completed and returned by the Entity, along with a copy of the governing documents of agreements of the Entity, and (iv) the application for patronage must be approved by the Capital Committee of the Board of Directors, which approval is in the sole discretion of the Committee.

NOTE: PATRONAGE PAID TO ELIGIBLE ENTITIES WILL BE NON-VOTING. ENTITIES OWNED 100% BY CHS MEMBERS MAY HAVE THE OPTION OF ASSIGNING PATRONAGE TO THE OWNERS IN WHICH CASE THE PATRONAGE WILL BE VOTING.

Return form to: CHS Inc., Patron Equities Dept. MS 682, P.O. Box 64089, St. Paul, MN 55164. For questions call: 1-800-328-6539 ext. 6124.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-			-		
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Agricultural Inputs Exemption Certificate

Seller Information	Purchaser Information	
CHS Inc.	Name	
	Address	
	City, ST Zip	
	Telephone Number	
IBT # 0069-5955	Date of Purchases	Jan 1, 2015 to Dec 31, 2016

- The undersigned certifies that, unless otherwise states at time of order, all purchases are tax exempt from Illinois Sale & Use Taxes under the statues and current rules and regulations by reason of the fact they are purchased for one or more of the following reasons:

Fertilizer
Seed
Chemical
Feed

Resale
Church
Industrial Processing
Other

Educational institution
Government Agency
Non-Profit Institution

- Law (86 Il Admin Code, CH 1, Sect. 130.305 para M.), requires us to have an Exemption Certificate on file, We **MUST** have this signed Exemption Certificate in order to **NOT** charge you Sales Tax on the items listed above.
- In the event that any claimed exemption is disallowed by the state, the purchaser agrees to reimburse the seller for the amount of the taxes.

Please Check

☐ I state that these agricultural items will be used primarily in agriculture production.

Under penalties of perjury, I state that I have examined this certificate and to the best of my knowledge, it is true, correct and complete.

Purchaser's Signature

Date

If this Exemption Certificate is not completed and returned, we will be required to bill Sales Tax on all your purchases.