



**CREDIT APPLICATION**

10791 Finch Ave. East  
 PO Box 159  
 Middlesex, NC 27557  
 877-235-5015 Phone  
 252-235-5713 Fax

860 Horseshoe Road  
 Elizabeth City, NC 27909  
 252-333-3788 Phone  
 252-333-3790 Fax

295 D Boiles Lane  
 Frederick, MD 21702  
 301.631.0822 Phone  
 301.631.0823 Fax

**Trade References**

1) \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_  
 2) \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_  
 3) \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_

**BANKRUPTCY AND LITIGATION:** Has Applicant, any Principal of Applicant, or any organization in which any Principal of Applicant was or is a Principal been filed any form of bankruptcy or receivership proceeding or been a defendant in any litigation (excluding spousal or custody litigation). Yes \_\_\_\_\_ No \_\_\_\_\_

**CREDIT APPLICATION TERMS**

Applicant, individually, and for Applicant if not an individual, through the undersigned hereby represents, warrants, and agrees: (a) that the Applicant has received, read, understands, and agrees to the terms and conditions of the GETSCO, Inc., Line of Credit and Security Agreement; (b) that all statements and information provided herein (including any attached documentation) are true, accurate, and correct; (c) that GETSCO, Inc., may check with credit reporting agencies and other sources for information regarding the credit of the Applicant and/or the undersigned in connection with Credit Application, in updating, renewing, or extending credit, or in seeking to collect any present or future balance due GETSCO, Inc., and is authorized to obtain credit reports of Applicant; and (d) that the undersigned is duly authorized to execute this Credit Application on behalf of the Applicant and to bind Applicant to the terms and conditions of the Credit Application and Line of Credit and Security Agreement.

Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_  
 Printed Name \_\_\_\_\_

Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_  
 Printed Name \_\_\_\_\_

Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_  
 Printed Name \_\_\_\_\_

Applicant Name \_\_\_\_\_  
 Street/Shipping Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ County \_\_\_\_\_  
 Billing Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ County \_\_\_\_\_  
 Billing Contact \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_  
 Fax (\_\_\_\_) \_\_\_\_\_ Email \_\_\_\_\_  
 Year Business Started \_\_\_\_\_ State of Incorporation \_\_\_\_\_  
 Business Structure \_\_\_\_\_ Corporation \_\_\_\_\_ Limited Liability Company \_\_\_\_\_ General Partnership \_\_\_\_\_  
 \_\_\_\_\_ Limited Partnership \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_ Government \_\_\_\_\_ Non-Profit \_\_\_\_\_ Other \_\_\_\_\_  
 Subsidiary or Parent Company (Required if differs from Applicant Name above)  
 Name \_\_\_\_\_  
 Street Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ County \_\_\_\_\_  
 Principals of the Business (Note: principal is an owner, officer or partner)  
 Name \_\_\_\_\_ Position \_\_\_\_\_  
 Name \_\_\_\_\_ Position \_\_\_\_\_  
 Name \_\_\_\_\_ Position \_\_\_\_\_  
 Sales & Use Tax Exemption Yes \_\_\_\_\_ No \_\_\_\_\_ (If Yes, please submit a Sales & Use Tax Exemption form)  
 Pesticide License/Certificate Yes \_\_\_\_\_ No \_\_\_\_\_ (If Yes, please submit a copy with your application)  
 Monsanto No. \_\_\_\_\_ (if applicable)  
 Credit Limit \_\_\_\_\_ (Provide current Financial Statement for requests greater than \$15,000)  
 Dun and Bradstreet No. \_\_\_\_\_  
 Bank Name \_\_\_\_\_  
 Contact Name \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_  
 Line/Loan Acct # \_\_\_\_\_ Deposit Acct. # \_\_\_\_\_

LINE OF CREDIT AND SECURITY AGREEMENT

THIS LINE OF CREDIT & SECURITY AGREEMENT (the "Agreement"), made this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by and between GETSCO, Inc., (hereinafter referred to as "Creditor") and (hereinafter collectively referred to as "Debtor"),

- I. **LINE OF CREDIT & ACCOUNT.** Debtor has requested and received a Line of Credit ("Line of Credit") and Account ("Account") with Creditor subject to the terms and conditions of this Agreement.
- II. **CREDIT LIMIT.** The Account will be subject to a specified dollar limit ("Credit Limit"). Debtor promises to maintain the Account within the Credit Limit and make all scheduled payments subject to the terms of this Agreement. Creditor may raise or lower the Credit Limit in its sole discretion. Debtor may request information concerning the Credit Limit by contacting the Creditor Administrator described herein.
- III. **BILLING TERMS.** Unless mutually agreed upon by the parties, Debtor is subject to Net 30 billing terms. Debtor will pay all amounts charged to the Account on or before the required due date. Failure to pay within the required period will be an incident of Default and result in the institution of any interest, Late Charges, Attorney Fees, and other costs of collection as described in this Agreement.
- IV. **PURCHASE ORDERS.** If a purchase is made in connection with the Account, GETSCO will undertake its best effort to reflect the purchase order number on its Invoices. Any purchase charged to the Account shall be governed by the terms of this Agreement and any other terms or conditions stated on purchase orders or procurement documents shall not apply unless accepted by the Credit Administrator in writing and prior to shipment. Upon request, Creditor shall furnish Debtor with copies of Sales Orders and Invoices detailing the purchases purchased under the Account and amount due under the Account.
- V. **AUTHORIZED PURCHASERS.** Debtor agrees that Creditor may rely upon all reasonable representations of persons representing themselves to be Debtor's authorized agents with authority to make purchases against the Account unless Debtor provides Creditor with an authorized list of purchasers in writing.
- VI. **RETURN POLICY.** All orders placed for non-stock goods are final unless Creditor, at its sole discretion, authorizes and accepts their return. Debtor will incur any delivery and handling fees and reimburse Creditor for any costs incurred in connection with your return of goods. Goods returned in a saleable condition and accepted by Creditor will be credited to the Account.
- VII. **PAYMENT APPLICATION.** Debtor agrees to make payments on the account when due. Each payment on the Account will be applied first to any interest, Late Charge, Return Check Fee, Attorney Fee, or any other charge excluding purchase and then applied to all other unpaid purchases on the Account in the order of which they were made.
- VIII. **RETURN CHECK CHARGE.** Creditor may impose a charge of \$35 for each check received in payment on the Account which is returned to Creditor as unpaid or for insufficient funds.
- IX. **INTEREST & ATTORNEY FEES.** If Debtor fails to make payment when due, interest will be assessed beginning on the date due and continuing everyday thereafter until all amounts due on the account are paid in full. Interest will be assessed at an ANNUAL PERCENTAGE RATE OF 18% APPLIED MONTHLY AT A RATE OF 1.50%, of the total balance due under the Account. If Debtor is in default of this Agreement, Debtor agrees to reimburse Creditor for reasonable Attorney Fees associated with collection of account, not to exceed fifteen percent (15%) of the outstanding balance of the account, and all other court costs available under Chapter 6 of the North Carolina General Statutes.
- X. **ASSIGNMENT.** Creditor may sell, assign, or transfer any or all of the Account or any balances due thereunder without prior notice to Debtor. Unless provided with written consent by Creditor, Debtor is prohibited from selling, assigning, or transferring the Account or any of obligations under this Agreement.
- XI. **POWER OF ATTORNEY.** Debtor authorizes Creditor and does hereby make, constitute, and appoint Creditor and its respective officers, agents, successors and assigns with full power of substitution as such Debtor's true and lawful attorney-in-fact with power to complete the following: sign and endorse any note, check, draft, money order, or other instrument of payment due from the Debtor's account and Collateral; sign and endorse any financing statement pursuant to the Uniform Commercial Code or any invoice, freight or express bill, bill of lading, storage or warehouse receipt, and notice in connection with the Debtor's Account and Collateral; pay or discharge taxes, liens, security interests of other encumbrancers, execute and

deliver any documents which the Creditor deems necessary to protect and preserve the Collateral and Security Interest granted to Creditor.

XII. **CONSTRUCTION & SEVERABILITY.** This Agreement shall not be construed against the party preparing it, shall not be interpreted against any one party. The parties agree that if any provision of this Agreement should become inconsistent with present or future law having jurisdiction over and otherwise properly governing the subject matter of the provision, such provision shall be deemed to be rescinded or modified in accordance with any such law. In all other respects, the parties agree that the other provisions of this Agreement shall continue and remain in full force and effect.

XIII. **DEBTOR'S COVENANTS & WARRANTIES.** Debtor covenants, warrants, and agrees that so long as this Agreement is in effect and until payment and performance in full of all obligations and indebtedness arising hereunder, unless Creditor shall otherwise give its prior written consent, Debtor shall perform and comply with the following: (a) Debtor agrees to make available all credit, financial, banking, and accounting records and to discuss Debtor's financial affairs or the financial affairs of Debtor's principals, owners, or Guarantors with Creditor, or any authorized representative of Creditor, as may be deemed necessary by Creditor; (b) Debtor shall maintain or cause to be maintained in good condition all Collateral used in the Debtor's business operations; (c) Debtor authorizes and agrees that it shall permit Creditor, or any authorized representative of Creditor, to visit and inspect the Collateral; (d) unless provided with prior written consent from Creditor, Debtor is prohibited from disposing, selling, or transferring any Collateral which Creditor maintains a Security Interest; Debtor agrees that it shall maintain or cause to be maintained, with a financially sound and reputable insurance carrier, liability and property damage insurance policies with respect to the Collateral. Creditor shall be named as an additional insured or loss payee in form and substance acceptable to Creditor. Debtor shall provide a copy of insurance policy and contact information for Debtor's insurance agent to Creditor. If the Debtor fails to pay the premium on any such insurance, the Creditor may do so for the Debtor's account adding the amount thereof to the debt secured hereby.

XIV. **DEFAULT & REMEDIES.** Debtor shall be in default of this Agreement if it fails to perform any condition of this Agreement; provides false or misleading statements to Creditor; or becomes the subject of bankruptcy, insolvency, reorganization, liquidation, or receivership proceedings in which Debtor is alleged to be insolvent or unable to pay its debts as they mature; then, upon the occurrence of any of the above events, the Creditor may declare the unpaid balance of the Account immediately due and payable without demand or notice, reduce the unpaid balance of the Account and all advances and liabilities to judgment, and proceed to exercise one or more of the following rights or remedies: right to declare all the rights and remedies under the Uniform Commercial Code of the state where such rights and remedies are asserted, or under other applicable law; right to sell, assign, lease, or otherwise dispose of all or any Collateral in which Creditor holds a security interest; Debtor shall be liable to Creditor and shall pay to Creditor on demand any deficiency that may remain after such sale, disposition, collection, or liquidation of the Collateral. All of Creditor's rights and remedies are cumulative and non-exclusive.

XV. **SECURITY INTERESTS/LIEN RIGHTS.** To secure payment and performance of the Debtor's obligations and indebtedness under this Agreement, the Debtor agrees to grant Creditor a Security Interest in favor of Creditor against Collateral Identified in this Agreement. Debtor grants Creditor a purchase money security interest in all goods purchased under the Account. Creditor may record a materialman's lien against real property improved by goods changed to the Account. Debtor agrees not to execute a lien waiver agreement affecting Creditor's materialman's lien rights without prior written authorization from Creditor.

XVI. **FINANCING STATEMENT.** Debtor hereby authorizes the filing of such financing statement(s) and related documents as Creditor may deem necessary to perfect the Security Interest described herein. Debtor further agrees to provide all documents and information as Creditor deems necessary to perfect the Security Interest described herein.

XVII. **COLLATERAL.** To secure payment and performance of the Debtor's present and future obligations and indebtedness under this Agreement, Debtor hereby grants to Creditor a Security Interest in and to all of the following property ("Collateral") of Debtor now owned or hereafter acquired: (a) all inventory, including, without limitation, all new materials, work in progress, or materials used or consumed in Debtor's business operation; (b) all equipment and other goods wherever located of whatever kind, make, model, brand or nature together with all trade-ins, accessories and rights relating to and all proceeds thereof; (c) if Debtor is engaged in the practice of farming, all farm products which include, but are not limited to: (i) all crops





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## PESTICIDE LICENSE/CERTIFICATE VERIFICATION

Please print in ink or type:

Name of License/Certificate Holder: \_\_\_\_\_

Business Name – Commercial Applicator: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Pesticide License/Certificate Number: \_\_\_\_\_

License Type: \_\_\_\_\_ County: \_\_\_\_\_

License or Certificate Expiration Date: \_\_\_\_\_

MONSANTO GROWER # \_\_\_\_\_

**\*ATTACH A COPY OF YOUR CURRENT PESTICIDE LICENSE OR CERTIFICATE\***

**I declare that the information on this certificate is correct and complete to the best of my knowledge and belief.**

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

Print Name: \_\_\_\_\_

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