



Credit Application

Distillers

901 Redwood Ave
Onida, SD 57564
Phone: (605)-945-6900

Line of Credit Requested (per month): _____ Date: _____

Customer Information

Customer Name: _____

Authorized Signer: _____ Title: _____

Person to Contact Relating to Invoice or Payment: _____

Phone Number: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

E-mail Address: _____

Business Information

How many years in Business: _____ Federal Tax ID: _____

Has the business or any of its principals ever filed for bankruptcy? No ___ Yes ___ (Attach Explanation)

Name of individual to contact for orders: _____

Trade References

List vendors with credit equal or greater to credit requested.

	Company Name	Address	Contact Name	Phone #
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____

Bank References

Name of Bank: _____ Phone #: _____

Address: _____

Contact Name: _____

Type of Account: Checking/Savings Loan

Ringneck Energy Use Only:	
<input type="checkbox"/> Credit Application Received by: _____	Approved: _____
<input type="checkbox"/> Trade References Confirmed	Date: _____
<input type="checkbox"/> Bank Reference Confirmed	

TERMS:

Ring-neck Energy & Feed, LLC (“RNE”) will invoice the undersigned Buyer every Wednesday for load(s) picked up from the previous week. Each week starts on Wednesday and ends on the following Tuesday. Payment will be debited from Buyer’s account via ACH within five (5) days of RNE’s issuance of an invoice to Buyer, in accordance with the provisions of the ACH Authorization form.

SECURITY AGREEMENT:

Buyer hereby grants to RNE a purchase money security interest in all Goods (as such term is defined ICA § 554.2105) and any Proceeds derived therefrom. Buyer acknowledges that it will receive or otherwise possess all Goods within twenty (20) days sold or purchased from RNE. Buyer also grants a security interest in all accounts and accounts receivable and further authorizes RNE to file a financing statement. The Buyer appoints RNE and its employees as attorney-in-fact for Buyer to execute any financial statements or other documents necessary to perfect the security interests granted hereunder.

Buyer agrees to make payment via ACH in accordance with the ACH Authorization Form and represents that it has provided RNE a signed ACH form and voided check.

Buyer agrees to pay 1½% per month on the unpaid balance due if any such payments are not received within thirty (30) days of the invoice due date (“Default Interest”). Default interest shall accrue from the due date until paid or in accordance with the highest rate allowable by law in the state of venue or by governing usury statutes.

Buyer acknowledges that all decisions with respect to the provision, extension, or continuation of credit are at the sole discretion of RNE. Buyer agrees to provide to RNE, upon request, updated financial information and a revised credit application, as conditions for the extension of credit. RNE may terminate any lines of credit at any time, in its sole discretion. If a credit line is terminated and there is a balance due, Buyer hereby authorizes RNE to immediately debit Buyer’s account.

Buyer agrees to pay any collection costs incurred to collect the account balance including insufficient funds fees, collection fees, court costs and attorney’s fees. Buyer further agrees to payment of tonnage tax based on point of sale and fuel surcharges, where applicable. RNE reserves the right to refuse any additional purchases and possibly pursue a third-party collection agency if payments are not made when due.

The undersigned represents the following: that it is duly empowered to enter into and make binding agreements on behalf of the Buyer and that entering into this agreement is authorized by all necessary corporate or organizational action. Any entity applying for credit terms will be required to have an individual co-signor guaranteeing the application. Buyer further represents that the customer applying for the credit has the financial ability and willingness to pay all invoices within established terms.

The undersigned authorizes RNE or their designated agent to review Buyer’s credit and obtain any additional information about the credit experience in order to evaluate the credit request made hereby.

Individual Signature:

X _____ <i>Signature</i>	_____ <i>Date</i>
-----------------------------	----------------------

Entity Signature:

X _____ <i>Entity Signor</i>	_____ <i>Title</i>
---------------------------------	-----------------------

Guarantor Signature:

X _____ <i>Print Name</i>	_____ <i>Signature</i>	_____ <i>Date</i>
------------------------------	---------------------------	----------------------