

## Purchase Agreement

CREDIT REQUESTED	\$										
APPLICANT INFORMATION						Tav Island	ifi a a ti a ia . H.	l Casi	al Casumitus	ш.	
Name of Applicant (Exact Legal Name)							ification #:		al Security		
TYPE OF ENTITY: Sole Ownership Trade Name (DBA) General P				Partners	hip 🗀	Corporation	☐LLC ☐Joir	t Ventur	e 🗌 Trust	Other	
Mailing Address				City				Sta	ate	ZIP	
Phone #		Cell #		Email	Addres	S					
Primary State of Farmland				Prima	ry Coun	nty of Farmland					
Corporate Officers, Partr	ners. Mem	bers:									
Name	,	Title	Phone			Social Security #		Date of Birth			
Address		City	State		•	Zip	p				
Name		Title	Phone			Social Security	#	Date of Birth			
Address		City		State	State			Zip	<u> </u>		
BUSINESS INFORMATION	V			1							
Crops Grown:		Years	Farming.	Previo	ous Si	upplier of Fe	ertilizer/Chem	icals:			
Balance Sheet		Years Farming: Pr Total Assets			Previous Supplier of Fertilizer/Chem Total Liabilities			Total Net Worth			
Statement Date:		\$		,	\$			\$	\$		
,		Gross Fa	arm (Schedule F	)		Non-Fa	arm				
Income (Annual)		\$		;	\$						
OPERATING LINE		Do you hav	e an operating lir	ne?		☐ Yes ☐	No, if yes c	 omplete	ete below		
Lender Nam	Operating Line Amount				Current Principal Balance			Secured By			
		\$				\$					
Address		Pho	ne			Fax		Acc	count Officer	•	
Are any accounts past due? Have you declared bankruptcy				Have you had any judgments against you?				)			
CROP PLANNING	INFORMAT	TION ( Crop Year:			)	)			Insurance Coverage: RP, YP, etc;		
Crop	Acres	Average Yield	(Less) Landlord's	Price Per Unit		Total Crop Value			ype	%	
			Share %								
Acres Owned:		Acres Lease	5d·	1.0		Crop Value			Total A	res Farme	oq.
Where Are Crops Markete	od:	710.00 2000							1000171		
· · · · · · · · · · · · · · · · · · ·											
BANK AND TRADE REFE	RENCES										
Deposit Bank Reference: Address						City		State		ZIP	
Trade References:											
Name		Addres	SS			Phone			Fax		
Name		Addres	SS			Phone			Fax		
For Office Use Only:	Credit Appr	oval: _		Date:			Credit Li	mit:_		_	
·											

Payment Terms: Applicant(s) (hereinafter referred to as "Applicant") agrees to pay The McGregor Company (TMC) the "Amount Due" shown on each invoice/monthly statement, together with finance charges, if applicable. Payments are due by the 10th of the month following billing. If not paid by the 10th of the month, the account will be considered past due. The applicant agrees to pay a FINANCE CHARGE (\$1.00 minimum) which will be computed by applying the PERIODIC RATE of 1.50% per month (ANNUAL PERCENTAGE RATE IS 18%), or the highest amount allowed by law, to the prior month end balance less payments. All payments will be applied first to Prior Unpaid FINANCE CHARGES and then to remaining outstanding balance.

<u>Default</u>: Applicant promises full and prompt payment of all indebtedness, present and future, incurred for products and services purchased from TMC. TMC may file Crop Liens as allowed by local/state laws. Applicant authorizes that a UCC financing statement may be filed. Applicant's failure to make timely payment of any invoice or failure to comply with the terms of this agreement shall result in Applicant's account being deemed in default, which may result in the account being placed on a Cash on Delivery (COD) basis, suspended, or cancelled. In the event of a default, TMC may (at its option) declare all indebtedness owed immediately due and payable. If Applicant's account is referred to an attorney or collection agency to collect on any indebtedness owed to TMC, Applicant agrees to pay all costs of collection, including reasonable attorney's fees and court costs.

<u>Credit Information</u>: I/we authorize TMC or any credit reporting agency to investigate data obtained from me/us pertaining to my/our creditworthiness. I/we authorize any entity/individual, past or present, having relevant information to release said information of pertinent documents, including but not limited to financial statements, operating budgets, financing statements and security agreements to TMC from time to time during the credit relationship. Applicant warrants they are not a "consumer" under State/Federal Law and that all requests for the extension of credit are for business or agricultural purposes only. Applicant agrees to notify TMC of any significant change to financial condition.

<u>Governing Law</u>: Applicant agrees that all disputes relating to this Agreement shall be construed under Laws of the State of Washington. The exclusive jurisdiction and venue for any legal action brought to enforce any and all disputes relating to this Agreement shall be Whitman County, State of Washington. The parties hereto waive the right to a jury trial on any disputed issues.

<u>Copies and Electronic Signature</u>: Applicant/Guarantor(s) agrees that TMC may accept, utilize and rely upon a facsimile copy, electronic copy or photocopy of this Agreement, in lieu of an original document. Applicant/Guarantors, agree to be bound by the terms and conditions herein.

<u>Binding Effect</u>: This Agreement will be binding upon and inure to the benefit of Applicant and TMC and their respective successors, heirs, and permitted assigns. The persons signing this Purchase Agreement certify that all information/attachments contained herein, are true and correct to the best of their knowledge. I certify that I/we are authorized to act on behalf of this business and represent that said business and/or individuals signing this document shall be bound by its terms. The above terms and agreement have been read, are understood and accepted.

Individual Applicant (Sole Proprietorship, Partnership)

Applicant (Printed Name) \_\_\_\_\_

Entity Signature (Corporation, LLC/LLP, Trust)

Guarantor Printed Name: \_\_\_\_\_

Entity Name: \_\_\_\_

By: (Printed Name/Title)	Signature:	Date:
Signature:	Applicant (Printed Name) _	
Date:	Signature:	Date:
Continuing Personal Guarantee		
For value received and in order to induce The M and severally, unconditionally, absolutely and ir indebtedness and performs all obligations owed demands of any kind and hereby agrees to an amount of credit extended to Applicant(s), ter indebtedness owed by the Applicant(s), and Gurobligations. Guarantor(s) agrees that TMC may payment from, sue, or exhaust its remedies again the Applicant(s) or TMC shall not terminate or a entity. This Guaranty is continuing and absolut acknowledged in writing by TMC, except that suc incurred prior to such date, or extensions or rene incurred with respect to, such obligations on o warrants and represents that the information provided by Guarantor(s) to det evaluate Guarantor(s) credit and financial inform contemplated in this Agreement.	revocably guarantees and promises to pay to by Applicant(s) to TMC now existing or hereaft y agreements between TMC and Applicant(s), ms of sale, compromise, extension, increase carantor(s) agrees the same shall in no way red enforce this Guaranty and pursue payment from the Applicant(s) or any other Guarantor(s). The inaffect Guarantor(s) obligations which will continue and shall continue in force until written not termination shall not affect the liability of Guarantor (s) interest accruing on, of fees, costs, or or after such date. Legal Venue will be Whitmar rovided is true, complete and correct and Guaratermine whether to extend credit to Applicant(s).	TMC, when due or upon demand, any and all ter arising. Guarantor(s) waives all notices and including without limitation, a change in the or alteration of the amount, or terms of any uce, impair, discharge or release Guarantor(s) om Guarantor(s), without having to first seek incorporation, merger, sale or reorganization of nue as to credit extended to or by such other otice of termination is received and receipt is rantor(s) with respect to obligations created or expenses, including reasonable attorney's fees, an County, State of Washington. Guarantor(s) antor(s) understands that TMC is relying upon s). Guarantor(s) authorizes TMC to obtain and
Guarantor Printed Name:	Signature:	Date:

Page 2 of 2 10/21/2021

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



# Form ST-101 Sales Tax Resale or Exemption Certificate (Contractors improving real property, use Form ST-103C)

State lax commission   (Conti	actors imp	roving real property,	use i omi si-1050)						
Buyer's name	Seller's name								
Address	Address								
City	State	ZIP code	City		State	ZIP code			
Seller: All purchases might not exemption, and items on which Buyer: Complete the section th you will be responsible for the to you should pay tax.	you should at applies ax due. Re	I collect tax. to you. If the goods y fer to the instructions	ou're buying don't qua for information about	lify for the	ne exemption emption, and	you're claiming,			
<ol> <li>Buying for Resale. I'll sell, I</li> <li>a. Describe the primary nature</li> </ol>			ing in the regular cours	se or my	/ business.				
Describe the products you		r lease	(required)						
b. Check the box that applies:			(required)						
Idaho registered re	tailer; selleı	's permit number	(required - see instruc	ctions)		_			
Wholesaler only; no	o retail sale	s	(required - See instruc	Liioris)					
Retailer selling only	through a	marketplace facilitator							
Out-of-state retaile		·							
H		•	14 fo o moment mousele on						
idano registered p	repaid wire	less service seller; E9	11 fee permit number .		(required - see i	nstructions)			
2. Producer Exemptions (see	instruction	ns). Describe the prod	ducts you produce.						
I'll put the goods that I'm buy	/ing to an €	exempt use in the bus	siness selected below:		(require	d)			
Broadcasting	F	Production Exemption	(check all that apply):						
Logging	[	Fabricating Hu	unting or fishing operatio	n 🔲	Mining	Ranching			
Publishing free newspapers	s [	Farming Ma	anufacturing		Processing				
3. Exempt Buyers. Purchases made directly by the entities listed below are exempt. Check the box that applies.									
Advocates for Survivors of Violence and Sexual Assau	Domestic		lental service clinics	Idah		Varehouse, Inc.			
American Indian tribes		Credit unions (s	tate/federal)	_	• •	- /			
American Red Cross		Emergency med	edical services (EMS) (see instructions for list)						
— ☐ Amtrak		agenčies ( <i>nonpr</i>	rofit only)	t only)					
Blind Services Foundation, Inc.			e associations	ters (nonprofit only)					
Canal companies (nonprofi		Government (U.	S./Idaho)	=	unteer fire dep				
	- /	Hospitals (nonpi	rofit only)		nprofit only)	artificitis			
Centers for independent liv					- ,				
4. Other Exempt Goods and Aerial tramway component American Indian buyer holding You can't use this form for (see instructions) Certified data center Church buying goods for for Food bank or soup kitchen Heating fuels	or snowma ng Tribal ID r vehicle or od bank or	king/grooming equipme No	Livestock s  Medical ite Pollution c Qualified s  Research	sold at a ems that ontrol ite emicond and deve ds or ent	public livestor qualify (see in ems ductor project elopment good ity exempt by	structions) ds			
By signing this form, I certify that the statements I made on this form are true and correct. I know that submitting false information can result in criminal and civil penalties.									
Buyer's signature		Buyer's name (please	print)		Title				
Buyer's federal EIN or driver's license no	umber and sta	ate of issue			Date				



Form 27 0036

## Farmer's Certificate for Wholesale Purchases and Sales Tax Exemptions

"Eligible apiarists" (term defined on page 3) are farmers and may use this form to make tax free purchases of applicable items below. Marijuana growers and producers cannot use this certificate. Under RCW 82.04.213 marijuana is not an agricultural product therefore persons who grow, raise or produce marijuana are not farmers.

#### This certificate is for:

#### Single use

You need to show this certificate each time you buy an exempt item.

#### Blanket certificate

You can use this certificate anytime, as long as you and the seller/marketplace facilitator have a recurring business relationship. A recurring business relationship means you have at least one sale transaction within 12 months (RCW 82.08.050(7)(c)).

### A Wholesale purchases (see page 3 explanations)

Chemical sprays or washes for the post-harvest treatment of fruit.

Feed, seed, seedlings, fertilizer, spray materials (pesticides), or agents for enhanced pollination.

Tangible personal property for resale without intervening use.

## Retail sales tax exemptions (check applicable box) (see page 3 explanations)

1. Farm equipment purchased by nonresident farmer.

Place of residence: Proof of residence:

Equipment for use in a farming activity (include brand, model, and address of use):

2. Livestock for breeding purposes/cattle and dairy cows used to produce an agriculture product.

Animal type: Registered breed association:

Animal name or identification number:

- 3. Animal pharmaceuticals.
- 4. Chicken farming.
  - a. Propane or natural gas used to heat structures used to house chickens.
  - b. Bedding materials used to accumulate and facilitate the removal of chicken manure.
  - c. Poultry used in the production or sale of poultry products.

To request this document in an alternate format, please complete the form <u>dor.wa.gov/AccessibilityRequest</u> or call 360-705-6705. Teletype (TTY) users please dial 711.

### Farmer's Certificate for Wholesale Purchases and Sales Tax Exemptions



5.	Diesel, biodi	odiesel, or aircraft fuel used by a farmer or a horticultural service provider for farmers.								
6.	Farmer hou	sing.								
	Items purch	ased:								
	Is the farmw	orker housing being buil	t on agricu	lltural land?	Yes	No				
7.	Livestock nu	nutrient management equipment and facilities.								
8.	Replacemen	nent parts and repair services for qualifying farm machinery and equipment.								
9.	Anaerobic digesters and repair services.									
Signati	ure									
tax. I un	derstand tha	uyer, qualify to make the it I must keep records to vesult in taxes due, applica	verify the $\epsilon$	exempt nature of the	sale. I unders					
Account	t ID (if applice	able):								
Type of	entity:	Individual/sole proprieto	r	Corporation	LLC/LLP	Partnership				
		Other (explain)								
Name o	f buyer:									
Farm na	ame:									
Mailing	address:									
City:			State:		Zip:					
Authori	zed signature	2:			Date:					
Title:				Phone number:						
	•	this completed certificat		•	•					

A seller who accepts this completed certificate is relieved of the responsibility to collect retail sales or use tax unless the seller fraudulently fails to collect the tax or solicits the purchaser to participate in unlawfully claiming the exemption.

The Farmers' certificate for wholesale purchases and sales tax exemption does not expire as long as the buyer and the seller have a "recurring business relationship" which means at least one sale transaction within a period of twelve consecutive months (RCW 82.08.050 (7)(c)). If it has more than 12 months since the last sale transaction the seller must obtain a new (updated) form.

Seller must retain the original of this certificate for their records. Do not send a copy of this certificate to the Department of Revenue.

