

Purchase Agreement (Non-Farm)

Branch____

CREDIT REQUESTED \$

APPLICANT INFORMATION								
Name of Applicant (Exact Legal Name)			Tax Identifica	Social Sec	ocial Security #:			
TYPE OF ENTITY : Sole Ownership Tr	ade Name (DBA) 🔲 General F	Partnership	Corporation	LLC Joint	Venture] Trust	Other	
Mailing Address		City			State	2	ZIP	
Phone # C	ell #	Email Addres	Email Address					
Corporate Officers, Partners, Memb	pers:							
Name	Title	Phone	one Social Security #		4	Date of Birth		
Address	City	State			Zip	Zip		
Name	Title	Phone	Social Security # Date		Date o	f Birth		
Address	City	State			Zip			
BUSINESS INFORMATION								
Balance Sheet	Total Assets		Total Liabiliti	es	Tota	al Net V	Vorth	
Statement Date:	\$	\$			\$			
Income (Annual)	\$							
Type of Business:								
Marine In Durain a set								
Equipment to Purchase:								
Annual Purchases:								
Monthly Credit Line Requested: \$								
Sales Area:								
Subsidiaries & Locations of this Busines								
OPERATING LINE	Do you have an operating	line?	Yes 🗌 N	o, if yes com	plete belov	w		
Lender Name	Operating Line A	mount C	urrent Princip			Secured	l By	
	\$	\$						
Address	Phone	Fax		Account O	Account Officer			
Are any accounts past due? \[Yes \] No Have you had any judgments against you? \[Yes \] No Are you a party to a lawsuit? \[Yes \] No \[Yes \] No \[Xee you a party to a lawsuit? \[Yee \] No \[Yee \] No \[Xee you a party to a lawsuit? \[Yee \] No \[Yee \] No \[Xee you a party to a lawsuit? \[Yee \] No \[Xee you a party to a lawsuit? \[Yee \] No \[Xee you a party to a lawsuit? \[Yee \] No \[Yee you a party to a lawsuit? \[Yee yee you a party to a lawsuit? \[Yee yee you a party to a lawsuit? \[Yee yee yee yee yee yee yee								
BANK AND TRADE REFERENCES								
Deposit Bank Reference:								
Address			City		State		ZIP	
Trade References:			•	ŀ		I		
Name	Address	Phone		Fax	Fax			
Name	Address		Phone Fax					
Name	Address	Phone Fax						
For Office Use Only: Credit Approval: Date: Credit Limit:								

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.

Default: 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.

Copies and Electronic Signature: 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.

Binding Effect: 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.

Entity Signature (Corporation, LLC/LLP, Trust)	Individual Applicant (Sole Proprietorship, Partnership)			
Entity Name:	Applicant (Printed 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 McGregor Company (TMC) to extend credit to Applicant(s), the undersigned Guarantor(s) jointly and severally, unconditionally, absolutely and irrevocably guarantees and promises to pay to TMC, when due or upon demand, any and all indebtedness and performs all obligations owed by Applicant(s) to TMC now existing or hereafter arising. Guarantor(s) waives all notices and demands of any kind and hereby agrees to any agreements between TMC and Applicant(s), including without limitation, a change in the amount of credit extended to Applicant(s), terms of sale, compromise, extension, increase or alteration of the amount, or terms of any indebtedness owed by the Applicant(s), and Guarantor(s) agrees the same shall in no way reduce, impair, discharge or release Guarantor(s) obligations. Guarantor(s) agrees that TMC may enforce this Guaranty and pursue payment from Guarantor(s), without having to first seek payment from, sue, or exhaust its remedies against Applicant(s) or any other Guarantor(s). The incorporation, merger, sale or reorganization of the Applicant(s) or TMC shall not terminate or affect Guarantor(s) obligations which will continue as to credit extended to or by such other entity. This Guaranty is continuing and absolute and shall continue in force until written notice of termination is received and receipt is acknowledged in writing by TMC, except that such termination shall not affect the liability of Guarantor(s) with respect to obligations created or incurred prior to such date, or extensions or renewals of, interest accruing on, of fees, costs, or expenses, including reasonable attorney's fees, incurred with respect to, such obligations on or after such date. Legal Venue will be Whitman County, State of Washington. Guarantor(s) warrants and represents that the information provided is true, complete and correct and Guarantor(s) understands that TMC is relying upon the information provided by Guarantor(s) to determine whether to extend credit to Applicant(s). Guarantor(s) authorizes TMC to obtain and evaluate Guarantor(s) credit and financial information at any time and from any source, in connection with the extension of business credit as contemplated in this Agreement.

Guarantor Printed Name:	Signature:	Date:
Guarantor Printed Name:	Signature:	Date: