



MAYO FERTILIZER CREDIT APPLICATION FORM

Mayo Fertilizer Inc., DBA: Mayo AG Services

Dear Customer,

Thank you for choosing Mayo Fertilizer, Inc., doing business as Mayo Ag Services. To open a new account, please complete the attached **Application for Credit** and return it with the required documentation.

What we need from you:

- **Completed and signed Application for Credit.**
 - If the account will be in an **entity name** (e.g., LLC, corporation, partnership), we require **at least one principal owner** to also sign **personally as a co-applicant**.
- **Addendum to the Application** (only if you need additional space beyond the fields on the application).
- **Copy of a state-issued photo ID** for the signer.

How to return the application:

1. Email or fax a signed copy to us for initial review:
 - Email: **credit@mayoag.com**
 - Fax: **386-382-1688**
2. Mail the **original, wet-signed** application to our Lake City office:
Mayo Ag Services – Credit Department
413 NE McCloskey Ave
Lake City, FL 32055
(Please keep a copy for your records.)

We will be sending a **bank reference request** to the bank you list on your application. Some banks respond quickly—but many do not respond at all.

If your bank doesn't reply, no worries. We'll just need **one** of the following instead:

- A **recent financial statement**, or
- A **recent bank account statement**

This helps us finish your review without any delays.

If you have any questions while completing the application, we're happy to help.

Thank you—we appreciate your business.

Best regards,

Adam Bricker | Sandy Richter
Credit Department | Mayo Ag Services
credit@mayoag.com | 386-752-3155



MAYO FERTILIZER CREDIT APPLICATION FORM

Mayo Fertilizer Inc., DBA: Mayo AG Services

Each Applicant, Guarantor, and individual signing this credit application on behalf of an Applicant agrees to (1) the Terms and Conditions attached hereto, and (2) the terms of each invoice and product label sold or delivered by Mayo Fertilizer, Inc., d/b/a Mayo Ag Services and its subsidiaries, affiliates, and divisions (collectively, "Mayo") to each Applicant as of and after the date hereof. Each such Applicant, Guarantor, and individual represent and warrants that all information supplied to Mayo in this credit application is accurate, true, and complete, each Applicant is a merchant, and each Applicant is a sophisticated commercial party. For as long as each Applicant has outstanding credit with Mayo, each Applicant is required to promptly notify Mayo of any material change to the information in this credit application. A separate Addendum is provided if there is insufficient space below to complete this credit application.

Mayo Fertilizer Inc. Contact/Salesman: _____

1. BUSINESS APPLICANT INFORMATION:

Applicant's Legal Name: _____

DBA: _____ NO. YEARS IN BUSINESS _____

☐ Sole Proprietorship ☐ Partnership ☐ Corporation ☐ LLC ☐ Trust FED TAX ID. # _____

PHYSICAL ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

COUNTY: _____ TELEPHONE: _____ CELL PHONE: _____

MAILING ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

EMAIL: _____ ☐ JOINT APPLICANT

Please list all owners, principals, partners (limited and general), officers or members.

NAME/TITLE	ADDRESS	SS#	DOB

2. INDIVIDUAL APPLICANT INFORMATION

APPLICANT'S LEGAL NAME: _____

NO. YEARS IN BUSINESS: _____ ☐ JOINT APPLICANT

PHYSICAL ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

COUNTY: _____ SS#: _____ DOB: _____ TELEPHONE: _____

MAILING ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

CELL PHONE: _____ EMAIL: _____

3. GUARANTOR INFORMATION

GUARANTOR'S LEGAL NAME: _____

NO. YEARS IN BUSINESS: _____

PHYSICAL ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

COUNTY: _____ SS#: _____ DOB: _____ TELEPHONE: _____

MAILING ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

CELL PHONE: _____ EMAIL: _____

GUARANTOR'S LEGAL NAME: _____

NO. YEARS IN BUSINESS: _____

PHYSICAL ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

COUNTY: _____ SS#: _____ DOB: _____ TELEPHONE: _____

MAILING ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

CELL PHONE: _____ EMAIL: _____

4. CREDIT LIMIT REQUESTED

CREDIT LIMIT REQUESTED: _____

5. FINANCIAL INFORMATION (application requests over \$50,000 or terms over 30 days must fill this section or provide separate financial statements)

APPLICANT BALANCE SHEET

DATE OF BALANCE SHEET: _____

ASSETS		LIABILITIES	
SHORT TERM ASSETS (Cash, Crop, Inventory, etc)	\$	SHORT TERM LIABILITIES	\$
INTERMEDIATE ASSETS (Machinery, Livestock, etc)	\$	INTERMEDIATE LIABILITIES	\$
LONG TERM ASSETS (Real Estate, etc)	\$	LONG TERM LIABILITIES	\$
TOTAL ASSETS	\$	TOTAL LIABILITIES	\$
TOTAL EQUITY (TOTAL ASSETS MINUS TOTAL LIABILITIES)		\$	

ANNUAL SALES	
GROSS CROP SALES	\$
GROSS LIVESTOCK SALES	\$
OTHER FARM INCOME	\$
TOTAL FARM SALES	\$
ANY OFF-FARM INCOME	\$

FARMING INFORMATION

Primary County where crops grown: _____ Total Acres Farmed: _____ Acres Owned: _____ Acres Rented: _____

Crop Type	# Acres/Head	Expected Yield	Expected Price	Crop Insurance? Y/N

6. REFERENCES

BANK NAME	ADDRESS	CONTACT NAME	EMAIL ADDRESS	TELEPHONE #

MAJOR SUPPLIERS (TRADE REFERENCES)	ADDRESS	TELEPHONE	EMAIL ADDRESS

By signing this credit application, we (Applicant and, where applicable, Guarantor(s)) agree to be bound by the Terms and Conditions attached on the following pages, which are specifically incorporated herein by reference, with regard to this application and to any and all subsequent sales to us by MAYO FERTILIZER, INC., DBA: Mayo AG Services.

ACCEPTED AND AGREED TO BY:

APPLICANT: _____ PRINT NAME: _____ DATE SIGNED: _____	APPLICANT: _____ BY: _____ PRINT NAME: _____ TITLE: _____ DATE SIGNED: _____
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* Copy of a state-issued photo ID required for Applicant and Guarantor.

INDIVIDUAL GUARANTOR: _____ PRINT NAME: _____ DATE SIGNED: _____	INDIVIDUAL GUARANTOR: _____ PRINT NAME: _____ DATE SIGNED: _____
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CORPORATE GUARANTOR: _____ BY: _____ AUTHORIZED REPRESENTATIVE SIGNATURE PRINT NAME: _____ TITLE: _____ DATE SIGNED: _____	CORPORATE GUARANTOR: _____ BY: _____ AUTHORIZED REPRESENTATIVE SIGNATURE PRINT NAME: _____ TITLE: _____ DATE SIGNED: _____
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TERMS AND CONDITIONS/SECURITY AGREEMENT

DEFINITIONS

As used herein: (1) "Mayo" means Mayo Fertilizer, Inc., d/b/a Mayo Ag Services and any subsidiary, affiliate, or division of Mayo that sells any products to a Customer; (2) "Customer" means each and every individual and entity identified as an Applicant in this credit application; (3) "Guarantor" means each individual and entity identified as a Guarantor in this credit application; (4) "Applicant" means each and every Customer and Guarantor, individually and collectively, as the context permits; (5) "Signer" means each individual who completes and signs this credit application on behalf of a Customer or Guarantor; and (6) "T&Cs" means these Terms and Conditions.

AGREEMENT

Applicant acknowledges and agrees that these T&Cs and any additional terms and conditions set forth in invoices from Mayo shall apply to and be incorporated in every purchase of products by Customer from Mayo.

CREDIT

By signing this credit application, each Applicant: (1) certifies the information that he/she/it provided is true and correct; and (2) authorizes Mayo and its agents, successors, and assigns, from time to time and in Mayo's sole discretion, (a) to investigate and verify any such information, (b) to share, exchange, and disclose such information with third parties, (c) to obtain credit reports for such Applicant from credit-reporting agencies, and (d) to make inquiries and obtain information from each bank, financial institution, and other business or trade reference supplied in this credit application. By signing this credit application, each Signer: (1) certifies that he/she has the authority to sign and submit this credit application on such Customer's behalf; and (2) authorizes Mayo and its agents, successors, and assigns, from time to time and in Mayo's sole discretion, (a) to obtain and use credit reports for such Signer, and (b) to obtain and use credit reports of each partner, member, shareholder, sole proprietor, officer, and/or authorized agent of such Customer. Each Applicant acknowledges and agrees that: (1) the extension of credit by Mayo, the amount of credit extended, and the cancellation or reduction of credit shall be within Mayo's sole discretion; (2) Mayo reserves the right to terminate the extension of credit to a Customer at any time, with or without notice and for any reason; (3) Mayo reserves the right to change the terms by which credit is extended at any time, with or without notice and for any reason, except as otherwise provided by law; and (4) neither this credit application nor any extension of credit by Mayo creates any continuing obligation on the part of Mayo, its owners, agents, or employees.

CREDIT TERMS

All sales by Mayo to Customer are due and payable upon delivery except for sales on account of an established credit relationship with Mayo, which are due and payable in full by the due date specified in Mayo's invoice. No terms or conditions that differ from these T&Cs or any Mayo invoice will be binding upon Mayo or otherwise enforceable unless the same is approved in writing by Mayo. Each Applicant agrees that all other terms and conditions of a sale shall be governed by the label or invoice, which may be sent to Applicant after product delivery. A finance charge of the lower of 1.5% per month or the highest amount permitted by law shall be assessed upon the amount of each Mayo invoice not paid when due. If a finance charge is incurred, any subsequent payment or credit may be applied first to such finance charge and then to any outstanding invoice balance at Mayo's sole discretion.

COLLECTION COSTS

Each Applicant agrees to pay or reimburse Mayo for costs incurred to collect sums due and owing from Customer including, but not limited to, reasonable attorney's fees, expenses, and court costs. Nothing in this agreement shall be deemed to limit Mayo's collection rights or remedies.

SECURITY AGREEMENT

To secure Customer's payment of goods from Mayo on credit, Customer grants Mayo a security interest in the following assets of buyer, wherever located and whether owned or acquired or arising in the future: all farm products and proceeds thereof, all additions or accessions thereto, and all substitutions and replacements thereof; all crops growing, grown or to be grown; all harvested crops; all livestock; all warehouse receipts or other documents (negotiable or non-negotiable) issued for storage of such crops; all seed, fertilizer, chemicals and petroleum, and any other crop input products; all contract rights, chattel paper, documents, instruments, accounts, accounts receivable, general intangibles, and cash and non-cash proceeds from the sale, exchange, collection, or disposition of any of the collateral; all entitlements and payments, whether in cash or in kind, arising under any governmental, whether federal or state, agricultural subsidy, deficiency, diversion, conservation, disaster, or any similar or other programs; all farm and business machinery, equipment and tools ("Collateral"). Borrowers hereby authorize and grant to Lender on Borrower's behalf an irrevocable power of attorney to execute and file such financing statements, effective financing statements and farm product central and/or private notice statements, and other instruments as Lender deems necessary to establish, maintain and enforce a valid security interest in the Collateral or in the alternative, Lender is authorized to file the financing statement and such other instruments without Borrower's signatures. Borrowers agree to deliver upon the request of Lender such additional or corrected documents, drafts, or instruments as the Lender may deem necessary.

CHANGE OF CONTROL OR FINANCIAL CONDITION

Each Applicant shall notify Mayo of any change of control or change in ownership constituting 20% or more of the equity interest of such Applicant, whether directly or indirectly (each a "Change of Control"). Each Applicant shall further notify Mayo of any change in financial condition that may adversely affect his/her/its ability to pay Mayo invoices as and when due. No Applicant may assign or delegate its obligations to Mayo, whether stated in these T&Cs or otherwise, without Mayo's prior written consent. Any purported assignment or delegation in violation of this provision shall be null and void.

CONTINUING PERSONAL GUARANTY

For valuable consideration, the receipt and sufficiency of which is acknowledged, each Guarantor jointly, severally, and unconditionally guarantees and promises to promptly pay when due any and all current or future indebtedness of Customer to Mayo including, without limitation, the principal amount of each Mayo invoice to Customer, together with finance charges and costs of collection (such as reasonable attorney's fees), regardless of when or how such indebtedness was incurred by Customer. Each Guarantor acknowledges and agrees that his/her/its liability to Mayo under this provision is direct, immediate, absolute, continuing, unconditional, and unlimited, and that his/her/its guaranty to Mayo hereunder shall remain in full force and effect until Customer's obligations to Mayo as of the date of this credit application and hereafter have been paid, performed, or otherwise satisfied in full. Each Guarantor further acknowledges and agrees that Mayo shall not be required to proceed against Customer or any security interest or lien in Customer's property, or to enforce any other right or remedy, before proceeding against such Guarantor and enforcing his/her/its guaranty hereunder to the fullest extent. Each Guarantor's guaranty is of payment and performance and not of collection.

FORCE MAJEURE

Mayo's nonperformance shall be excused to the extent that performance is rendered impossible by strike, fire, pandemic, epidemic, flood, governmental acts, orders, or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the reasonable control of and is not caused by the gross negligence, recklessness, or intentional action of Mayo.

APPLICABLE LAW

Mayo's transactions with Customer and these T&Cs shall be construed in accordance with and governed by the laws of the State of Florida, without giving effect to any choice conflict of law provisions thereof. Any legal dispute, suit, action, or proceeding arising out of or relating to any transaction between Mayo and Customer (including the guaranty provisions herein) may be enforced in any court of appropriate jurisdiction sitting in Lafayette County, Florida. Each Applicant waives any argument that such forum is inconvenient and, to the extent permitted under Florida law, waives his/her/its right to a trial by jury trial with respect to any dispute, suit, action, or proceeding between Mayo, on the one hand, and Applicant, on the other hand. If any part or provision of these T&Cs is determined to be invalid or



TAX EXEMPTION & PESTICIDE LICENSE FORM

Mayo Fertilizer Inc, DBA: Mayo AG Services

RESTRICTED USE OF PESTICIDE

Authorized Purchasing Agent for restricted use pesticide? ☐ Yes ☐ No

If yes, please furnish pesticide # _____ Expiration Date _____

****Also please supply a copy of license to be kept on file.

EXEMPTION CERTIFICATE ITEMS FOR AGRICULTURAL PURPOSES

This is to certify that the items identified below, purchased from Mayo Fertilizer, In. are purchased for the following purposes:

- ☐ Seeds, seedlings, cutting and plants used to produce food for human consumption.
- ☐ Use as a fertilizer (including peat, topsoil, and manure, but not fill dirt, insecticides, fungicides, pesticides and weed killers, used for application on or the cultivation of crops, groves, home vegetable gardens, and commercial nurseries.
- ☐ Cloth, plastic, or similar material used for shade, mulch or protection from frost or insects on a farm.
- ☐ Insecticides and fungicides, including disinfectants used in dairy barns or on poultry farms for the purpose of protecting cows or poultry or used directly on animals.
- ☐ Items that are used by a farmer to contain, produce, or process an agricultural commodity such as baling wire and twine used for hay baling, and the packaging materials for one time use in preparing an agricultural commodity for sale.

Purchasers Name: _____ County: _____

Address: _____ Phone: _____

City, State, Zip: _____ Email: _____

Georgia GATE card? Yes ☐ No ☐ South Carolina SCATE card? Yes ☐ No ☐

Florida TEAM card? Yes ☐ No ☐

If yes, please provide a copy of your GATE/TEAM/SCATE card for our records.

PLEASE NOTE: Customers that have not completed a credit application nor have an approved credit limit with Mayo Ag Services are considered a CASH ON DELIVERY account. COD Invoices are to be paid upon purchase or delivery. Any invoices that are not paid upon purchase or delivery are subject to accrue finance charges until paid. Customers are responsible for any legal fees or collection costs incurred if collections are required. If you would like to apply for a credit limit with Mayo Ag Services, please request a credit application from your salesperson or from any of our Mayo Ag Service locations.

By signing below, you affirm that the information you have provided above is true and correct. You also agree to pay your invoices upon purchase or delivery as described above, and accept responsibility for any additional fees and costs that accrue for unpaid COD invoices:

Purchaser Signature: _____ Date: _____

Printed Name: _____

**MAYO FERTILIZER CREDIT APPLICATION FORM****Mayo Fertilizer Inc., DBA: Mayo AG Services****ADDENDUM TO APPLICATION FOR CREDIT**

Between Mayo Fertilizer Inc. and _____

and _____

Address: _____ Original Date: _____

All parties agree the application for credit will be amended by adding the following individuals or entities:

Name Individual or Entity	SSN# or Tax ID#

Name Individual or Entity	Signature	Title

Date: _____