

DAIRY



CUSTOMER INFORMATION FORM

Date _____ UDA Member # _____

Customer Name _____ Business Name _____

Physical Address _____

Mailing Address _____

Business Structure: Sole Proprietor LLC Corporation Partnership

Owner _____

Phone _____ Fax _____

Email _____

Manager _____

Phone _____ Fax _____

Email _____

Other Authorized Purchasing Agents _____

Phone _____ Fax _____

Email _____

Accounts Payable Contact _____

Phone _____ Fax _____

Nutrition Consultant _____

Acres Farmed _____

Crops Grown: Sorghum acres _____ Corn acres _____ Alfalfa acres _____

Wheat acres _____ Barley acres _____

Comments: _____

LLC Credit Application



For office use only	
Date	_____
Credit Line	_____
Initials	_____

Return to : Arizona Grain • PO Box 11188 • Casa Grande, AZ 85130-0148
Phone: 520-836-8228 Fax: 520-421-0832

Date: _____

Name of LLC _____

Billing Address _____
Street City State Zip Code

Shipping Address _____
Street City State Zip Code

Phone: _____ Fax: _____ Email: _____

Number of years in business: _____ Type of Business: _____

Federal Employer ID _____ Resale ID _____

Original State where LLC Filed _____ Business Property Own ___ Lease ___

PRINCIPLE FINANCING SOURCE

Name _____ Contact _____

Address _____ Phone _____

TRANSACTIONAL BANK ACCOUNT

Bank _____ Account# _____

Address _____ Phone _____

SUPPLIER REFERENCES (with whom you have dealt on a credit basis for at least one year)

1) Name: _____ Phone: _____

Address: _____
Street City State Zip Code

2) Name: _____ Phone: _____

Address: _____
Street City State Zip Code

3) Name: _____ Phone: _____

Address: _____
Street City State Zip Code

Are you currently involved in or have on file any of the following: Bankruptcy Lawsuits Judgments

Explain: _____

Contact Person for payment on account: _____

Title: _____ Phone _____

Limited Liability Companies - for an LLC that is managed by it's members, the application must be signed by each member or by an officer authorized by the articles of the organization or the operating agreement to bind the company. For an LLC that is managed by a manager or managers, the application must be signed by the manager or managers or by an officer authorized by the articles of organization or the operating agreement to bind the company.

NOTE: Further company financial information may be a requirement for credit line approval

Applicant signature: _____

Applicant signature: _____

Print Name _____

Print Name _____

Title _____

Title _____

Terms and Conditions

- 1) **TERMS OF ACCOUNT:** Terms are stated on all invoices. If approved, applicant and/or guarantor agrees to pay Arizona Grain, Inc. upon demand at any time the full amount of any past due indebtedness, plus finance charges of 2% per month accruing during delinquency together with any attorney's fees and costs incurred in connection with the collection of the account, whether or not suit is filed. Applicant and/or guarantor also hereby authorize Arizona Grain, Inc. to obtain information regarding its credit. The undersigned agrees that Arizona Grain, Inc. may obtain credit reports regarding Customer and regarding any personal guarantor(s) for purposes of evaluating a decision to extend credit at any time while customer has an unpaid credit account balance. In the event of late payments or delinquent balances, Customer agrees that Arizona Grain, Inc. may provide credit information to third party reporting agencies.
- 2) **AGENTS OF SELLER:** The sales personnel of Arizona Grain, Inc. are not authorized to make warranties or representations about the merchandise to be sold pursuant to this contract. Seller's employees' ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES, shall not be relied upon by the Buyer, and are not part of the contract for sale. The entire contract is embodied in this writing, and NO OTHER WARRANTIES are given beyond those set forth in this written contract.
- 3) **LIMITATIONS OF ACTIONS:** It is understood and agreed that any action or claim whatsoever that Applicant and/or Applicant's principals, shareholders, or affiliates may have against Arizona Grain, Inc. and/or its agents, principals, employees, and/or affiliates must be commenced within one (1) year after the cause of action accrues, regardless of lack of knowledge of the breach or loss. This limitation applies to any claim made by Applicant against Arizona Grain, Inc. of any nature including, but not limited to, claims alleging any breach of any contract for sale, breach of warranty, claim for negligence, product liability, improper advice, misrepresentation, or any other claims of any nature whatsoever. This provision does not govern any claims Arizona Grain, Inc. may have against Applicant and/or Applicant's principals, shareholders, or affiliates or any other person arising out of the sale of the product to Applicant.
- 4) **LIMITED WARRANTY:** Arizona Grain, Inc. warrants that the merchandise to be delivered will be the kind and quality described in the order or contract, and will be free of defects in workmanship or material. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHER WARRANTY OF QUALITY, WHETHER EXPRESS OR IMPLIED, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. Correction of nonconformities, in the manner and for the period of time provided herein, shall constitute fulfillment of all liabilities of Arizona Grain, Inc. to Applicant with respect to the goods, whether based on contract, negligence, strict liability, or otherwise.
- 5) **COMMERCIAL PURPOSE:** Customer agrees and represents that all purchases are for a commercial, business, and non-personal purpose, and therefore the Fair Credit Reporting Act (FCRA), 15 USC 1681, does not apply.
- 6) **EXCLUSIVE REMEDY FOR BREACH OF WARRANTY:** Should any failure of a product to conform to this warranty appear within one (1) year after the initial date of delivery, Arizona Grain, Inc. will upon notification within thirty (30) days of the discovery thereof, and substantiation that the goods have been stored, installed, maintained, and operated in accordance with the manufacturer's and/or Arizona Grain, Inc.'s recommendations and standard industry practice, correct such defects by suitable repair or replacement at its own expense. Should repair or replacement prove to be impossible after Arizona Grain, Inc. has been allowed a reasonable period of time to repair or replace, the sole remedy of the Buyer will be the refund of the purchase price.
- 7) **LIMITATION OF LIABILITY:** Arizona Grain, Inc. shall not under any circumstances be liable for special, incidental, punitive or consequential damage such as, but not limited to, damage or loss of property or equipment, loss of profits or revenue, cost of capital, cost of purchase or replacement goods or claims of customers of the Purchaser. The remedies of the Purchaser set forth herein are exclusive, and the liability of Arizona Grain, Inc. with respect to any contract, or anything done in connection therewith, or from the manufacture, sale, delivery, resale, application, or use of any goods covered by or furnished under this contract, under any warranty or otherwise, shall not, except as expressly provided herein, exceed the price of the goods upon which liability is based.
- 8) **REPORTING OF CLAIMS:** Applicant agrees to notify Arizona Grain, Inc. in writing of any damage or any claim whatsoever related in any way to the goods or services to be provided pursuant to this agreement, within ten (10) days after the Applicant has notice of such damage or claim, or be barred from any remedy thereof. All claims must be presented to the President of Arizona Grain Inc.
- 9) **NO OBLIGATION TO PROVIDE GOODS OR SERVICES:** Applicant agrees that Arizona Grain, Inc. will have the absolute right in its sole discretion to cease providing goods or services to the Applicant at any time. Applicant agrees that Arizona Grain, Inc. will not be liable for any damages suffered as a result of the cessation of such services or the nondelivery of such goods.
- 10) **GOVERNING LAW:** This agreement shall be governed by the laws of the State of Arizona. The parties agree that jurisdiction and venue for all disputes arising from the subject matter of this contract shall be in Maricopa County or Pinal County, Arizona, at the discretion of Arizona Grain, Inc. Should any aspect of this agreement be determined unenforceable, then all other aspects shall remain valid and binding and the provisions hereof are severable.

11) **APPLICANT HAS READ THE WARRANTY PROVISIONS SET FORTH ABOVE AND FULLY UNDERSTANDS THEM:** The parties to this agreement have freely allocated the risks between them. The undersigned agrees to unconditionally guarantee payment of all sums owed pursuant to this agreement and further agrees to all of the above terms and conditions. This is intended to be and is a continuing guarantee and shall not be revoked except by written notice from creditor.

Unconditional LLC Guarantee

Date _____

Member/Manager/ Guarantor Signature: _____

Printed Name _____

Title _____

Member/Manager/ Guarantor Signature: _____

Printed Name _____

Title _____



Arizona Department of Revenue

Transaction Privilege Tax Exemption Certificate

ARIZONA FORM

5000

This form replaces earlier forms: 5000, 5001, 5002.

This exemption Certificate is prescribed by the Department of Revenue pursuant to ARS § 42-5009. The purpose of the certificate is to document tax-exempt transactions with qualified purchasers. It is to be filled out completely by the purchaser and furnished to the vendor. The vendor shall retain this Certificate for single transactions or for specified periods as indicated below. Incomplete Certificates are not considered to be accepted in good faith. Only one form of exemption can be claimed on a certificate.

Purchaser's Name and Address _____ _____ _____ Vendor's Name _____	Check Applicable Box: <input type="checkbox"/> Single Transaction Certificate <input type="checkbox"/> Period From: _____ Through: _____ <i>(You must choose specific dates for which certificate will be valid)</i>
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Choose one transaction type per Certificate

<input type="checkbox"/> Transactions with a Business (Please check appropriate item from numbers 1 - 19) Arizona Transaction Privilege Tax License Number _____ SSN / EIN _____ Other Tax License Number _____ Tax number for another tax agency _____ If no license number, provide reason: _____ Precise Nature of Purchaser's Business _____	<input type="checkbox"/> Transactions with Native Americans & Native American Businesses (Please check item number 24 or 24a) Tribal Business License # _____ OR Tribal ID# _____ Name of Tribe _____ <input type="checkbox"/> Transactions with a Government entity or certain Health Care Institutions (Please check appropriate item from numbers 1 - 23)	<input type="checkbox"/> Transactions with nonresidents (Please check appropriate item from numbers 25 - 26) State of residence _____ Driver's License# _____ Driver's License State _____ SSN/ID _____ 30 day Drive out permit # _____
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Reason for Exemption - check as applicable

- 1. Tangible personal property to be resold in the ordinary course of business.
- 2. Tangible personal property to be leased or rented in the ordinary course of business.
- 3. Tangible personal property to be incorporated into a taxable contracting project.
- 4. Food, drink, or condiments purchased by a restaurant business.
- 5. Motor vehicle fuel and use fuel subject to tax under ARS § 28-5606 or 5708.
- 6. Use fuel to a holder of a valid single trip use fuel tax permit issued under ARS § 28-5739.
- 7. Aviation fuel subject to the tax imposed under ARS § 28-8344.
- 8. Pipes or valves four inches in diameter or greater to be used for transportation of oil, natural gas, artificial gas, water or coal slurry.
- 9. Neat animals, horses, asses, sheep, rufitas, swine or goats used as breeding or production stock (including ownership shares in such animals).
- 10. Aircraft, navigational and communication instruments and related accessories sold or leased to:
 - Airlines holding a federal certificate of public convenience and necessity; or Airlines holding a foreign air carrier permit for air transportation; or
 - Any foreign government or nonresidents of Arizona who will not use such property in Arizona other than in removing such property from this state.
- 11. Railroad rolling stock, rails, ties and signal control equipment used directly to transport persons or property for hire.
- 12. Buses or urban mass transit vehicles used directly to transport persons or property for hire or pursuant to a government mass transit program.
- 13. Central office switching equipment, switchboards, private branch exchange equipment, microwave radio equipment and carrier.
Equipment including optical fiber, coaxial cable and other transmission media which are components of carrier systems sold or leased to persons engaged in the telecommunications business.
- 14. New machinery and equipment, used for commercial production of agricultural, horticultural, viticultural and floricultural crops and products in this state, consisting of tractors, tractor-drawn implements, self-powered implements, drip irrigation lines, and machinery and equipment necessary for extracting milk and for cooling milk and livestock.
- 15. Machinery, equipment or transmission lines used directly in producing or transmitting electrical power, but not including distribution.

(OVER)

- 16. Groundwater measuring devices required under ARS § 45-804.
- 17. Machinery or equipment used directly in the following processes:
 - Manufacturing, processing or fabricating. Job printing. Refining or metallurgical operations.
 - Extraction of ores or minerals from the earth for commercial purposes. Extraction of, or drilling for, oil or gas from the earth for commercial purposes.
- 18. Printed, photographic, electronic media or digital media materials purchased by or for publicly funded libraries including school district libraries, charter school libraries, community college libraries, state university libraries or federal, state, county or municipal libraries for use by the public.
- 19. Other: Cite specific statutory authority for the exemption of the tangible personal property. _____

Exemptions based on the purchaser being a government entity, public school, or a qualifying health care institution.

- 20. Food, drink or condiments for consumption within the premises of any prison, jail or other institution under the jurisdiction of the state department of corrections, the department of public safety, the department of juvenile corrections or a county sheriff. Food, drink, condiments or accessories purchased by a school district for consumption at a public school within the district during school hours.
- 21. Tangible personal property sold or leased directly to the United States Government or its departments or agencies by a manufacturer, modifier, assembler or repairer.
- 22. Fifty percent of the gross proceeds or gross income from the sale of tangible personal property directly to the United States Government or its departments or agencies, which is not deducted under number 21 above. This exemption does not apply to leases.
- 23. Tangible personal property sold or leased directly to a qualifying non profit hospital, health care organization, community health center, or rehabilitation program for mentally or physically handicapped persons (an exemption letter for these entities must accompany this form).

Transactions with Native Americans & Native American Businesses

- 24. Sale or lease of tangible personal property including Motor Vehicles to affiliated Native Americans if the solicitation for the sale, signing of the contract, delivery of the goods and payment for the goods all occur on the reservation.
- 24a. Sale of a Motor Vehicle to an enrolled member of a tribe who resides on the reservation established for that tribe.

Transactions with nonresidents

- 25. Sales of tangible personal property to nonresidents of Arizona who are temporarily within Arizona, for their use outside of Arizona, when the vendor ships the property out of Arizona by common carrier or United States mail or delivers such property out of Arizona via the vendor's own conveyance.
NOTE: The vendor shall retain adequate documentation substantiating the shipment of the property out of Arizona.
- 26. Sale of a motor vehicle (vehicle must be self-propelled) to a nonresident of Arizona whose state of residence does not allow a use tax exemption for transaction privilege taxes paid to Arizona and who has secured a special 30-day nonresident registration for the vehicle (please see Arizona Form 5010).

Describe the tangible personal property or service purchased or leased and its use below. (Use additional pages if needed)

Certification

A vendor that has reason to believe that the certificate is not accurate or complete will not be relieved of the burden of proving entitlement to the exemption. A vendor that accepts a certificate in good faith will be relieved of the burden of proof and the purchaser may be required to establish the accuracy of the claimed exemption. If the purchaser cannot establish the accuracy and completeness of the information provided in the certificate, the purchaser is liable for an amount equal to the transaction privilege tax, penalty and interest which the vendor would have been required to pay if the vendor had not accepted the certificate. Misuse of this Certificate will subject the purchaser to payment of the ARS § 42-5009 amount equal to any tax, penalty or interest. Willful misuse of this Certificate will subject the purchaser to criminal penalties of a felony pursuant to ARS § 42-1127.B.2.

I, (print full name) _____, hereby certify that these transactions are exempt from Arizona transaction privilege tax and that the information on this Certificate is true, accurate and complete. Further, if purchasing or leasing as an agent or officer, I certify that I am authorized to execute this Certificate on behalf of the purchaser named above.

Signature of purchaser _____ Date _____

Title _____

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return) _____

Business name/disregarded entity name, if different from above _____

Check appropriate box for federal tax classification:

Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

Other (see instructions) ▶ _____

Exempt payee

Address (number, street, and apt. or suite no.) _____

City, state, and ZIP code _____

List account number(s) here (optional) _____

Requester's name and address (optional) _____

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

Employer identification number									

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here

Signature of U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.