APPLICATION FOR MEMBERSHIP/PARTICIPATION
CONSENT AND CERTIFICATION OF TAXPAYER I.D. NUMBER, W-9

To: **Kanza Cooperative Association ("Co-op")**
The undersigned Patron applies for (DESIGNATE ONE BASED UPON YOUR ELIGIBILITY):

☐ **Voting Membership (common stock)** in the Co-op. To be eligible for voting membership, a Patron must be a bona fide producer of agricultural products as a farmer, planter, ranchman, dairyman, nut or fruit grower. Note that owners of agricultural land who cash rent the land to a tenant are not bona fide producers of the agricultural products produced on that land. **Under penalties of perjury** I swear, certify, or affirm that **Patron is currently a producer** of the following agricultural products: ____. Patron agrees that, if at any time Patron ceases to be a bona fide producer of agricultural products, Patron will immediately notify the Co-op of that fact. Patron agrees to periodically recertify Patron's eligibility for voting membership and agrees to indemnify and defend Co-op from any and all claims or damages incurred by Co-op as a result of inaccurate information concerning Patron's eligibility or failure to timely notify Co-op of Patron's change in eligibility for continued voting membership.

☐ **Nonvoting Participation (participating stock)** in the Co-op. Patron agrees that Patron **is not** a producer of agricultural products.

Patron consents to include in Patron's gross taxable income the stated dollar amount of any distribution with respect to patronage which is made in a qualified written notice of allocation in the taxable year in which such written notice of allocation is received by Patron in the manner provided in 26 U.S.C. 1385(a). Patron consents and agrees to treat the stated dollar amount of all per-unit retain certificates received by the Patron in connection with products marketed through the Co-op as representing cash distribution, which the Patron has constructively received, and which has been reinvested in Co-op. This "Consent" is revocable as explained below. The foregoing Consent is revocable by the member in a writing received by the Co-op, PROVIDED HOWEVER, that such revocation is effective with respect to patronage occurring after the close of the Co-op's fiscal year during which said written revocation is received. THE PATRON'S/MEMBER'S CONSENT IS REQUIRED FOR THE CO-OP TO RECEIVE AN INCOME TAX DEDUCTION FOR ITS PATRONAGE ALLOCATIONS, pursuant to Subchapter T of the Internal Revenue Code, 26 USC, Sections 1381 through 1388. By signing this Consent, the Patron agrees to include the total amount of any patronage allocation or dividend (not just the cash portion thereof) in Patron's gross taxable income in the year during which qualified written notice of allocation is received. While you are required to sign the foregoing Consent, it relates to Patron only to the extent that Patron's purchases from the Co-op, or sales to the Co-op, are related to Patron's taxable income. Patron also acknowledges receipt of a copy of Co-op's Articles of Incorporation and Bylaws, which are incorporated herein by reference, and further acknowledges receipt of a copy of Co-op's credit policy and agrees to be bound by and adhere to the provisions and limitations as set forth in the Articles of Incorporation, Bylaws, and credit policy, and any amendments thereto. Patron agrees to regularly patronize the Co-op in accordance with polices adopted by the board of directors.

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

Certification instructions - You must cross out item (2) above if you have been notified by the IRS that Patron is currently subject to backup withholding because of underreporting interest or dividends on Patron's tax return. However, if after being notified by the IRS that Patron was subject to backup withholding, Patron received another notification from the IRS that Patron is no longer subject to backup withholding, do not cross out item (2).

The Internal Revenue Service does not require consent to any provision of this document other than the certifications required to avoid backup withholding.

______________________________ Patron's Name	______________________________ Taxpayer I.D. No., SSN or EIN	Date of Birth: ____/____/_____
______________________________ Joint Patron (if applying for Joint Membership JTWORS)	______________________________ Taxpayer I.D. No., SSN or EIN	Date of Birth: ____/____/_____

____
Address

____________________, ________ __________ Phone (_____) ______-________ Email: ______________________________
City State Zip Code

______________________________ ____________/_____/______
Signature (Title/Position) Date

______________________________ ____________/_____/______
Signature (Title/Position) Date

Please designate the applicant as one of the following: ☐ Individual, ☐ Joint Tenancy with Rights of Survivorship and Not as Tenants in Common ("JTWROS"), ☐ Partnership ☐ Corporation, ☐ Trust, ☐ Limited Liability Company ☐ Other (Please Explain: ____).

If applicant is a Partnership, an authorized partner must sign. If a Corporation, President and Secretary must sign (obtain incumbency certificate). If a Limited Liability Company, Manager (if Manager-Managed) or Member (if Member-Managed) must sign (obtain copies of articles and operating agreement). If a Trust, trustee(s) must sign (obtain a copy of the certification of trust).

REMIT CHECK FOR $25

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . ________

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ________

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) ________

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) ________

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

6 City, state, and ZIP code

Requester's name and address (optional)
KANZA COOPERATIVE ASSOCIATION
PO BOX 175
IUKA, KS 67066-0175

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number
☐☐ – ☐☐☐☐☐☐☐

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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 for Part II, later.

Sign Here **Signature of U.S. person** **Date**

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

CREDIT APPLICATION

KANZA COOPERATIVE ASSOCIATION

Accounts Receivable
PO Box 18
Andale, KS 67001
PH.(316)444-2141 FAX (316) 444-2112

ANDALE-ANTRIM-BYERS-COATS-COLWICH-DILLWYN-FURLEY-IUKA-PRATT-RANDLE-SEDGWICK-STAFFORD-ST.JOHN-VALLEY CENTER-ZENITH

WWW.KANZACOOP.COM

(Please Print) DATE ______________

1 LEGAL NAME: ______________________ SOCIAL SECURITY # ______________

(FOR COMMERCIAL ACCOUNTS SKIP 1, 6 & 7) OR

2 LEGAL BUSINESS NAME: ______________________ FED ID # ______________

3 MAILING ADDRESS: ______________________ DATE OF BIRTH ______________

SHIPPING ADDRESS: ______________________

4 CITY: ______________ STATE ______________ ZIP CODE ______ - ______

5 TELEPHONE: ( ) ______________ FAX# ______________ EMAIL ADDRESS ______________

6 Number of years farming ______ Are you a Common Stockholder of Kanza Co-op? Y ___ N ___

Livestock Numbers: Dairy ______ Beef Cows ______

Hogs ______ Feeder Cattle ______

Current: Irrigated Acres ______ Dryland Acres ______ Acres Owned ______

Rented from Others ______ Rented to Others ______ Your Share of Crops ______

Your Share of Fertilizer ______ Other Farming Interests: ______________

7 NAME OF **BUSINESS** OR **EMPLOYER** (if other than farming) ______________________

BUSINESS OR EMPLOYER ADDRESS ______________________

EMPLOYER PHONE ( ) ______________

Are you the owner? ______ OR Employee ______ How Long? ______

JOB TITLE ______________________

8 BANK NAME ______________ ADDRESS ______________________

BANK CONTACT ______________ BANK PHONE # ______________

9 **TRADE REFERENCES: (Places of business where you have an account. Complete name, address and phone number.)**

*1. ______________________

*2. ______________________

*3. ______________________

10 Additional information ______________________

11 *Items you wish to purchase ______________________

*Amount of credit desired ______________

* If fuel cards are needed, how many? ______________ List Authorized users: ______________

Credit Applications must be filled out in their entirety and signed or they will not be processed.

KANZA COOPERATIVE ASSOCIATION
IUKA, KANSAS
CREDIT AGREEMENT

THIS AGREEMENT is made and entered into on the date stated below by the undersigned Paton and Kanza Cooperative Association (the "Cooperative") and, to the extent applicable, pursuant to the Consumer Credit Protection Act (Federal Truth in Lending Act, 15 U.S.C. § 1601 *et seq*., as amended) and the Kansas Uniform Consumer Credit Code (K.S.A. 16a 1-101 *et seq*., as amended). The Cooperative agrees, if this agreement is approved by it, that it shall allow the Credit Patron to purchase goods and services on credit and Patron agrees to pay for any goods and services in accordance with this agreement. Patron agrees and warrants by signing this agreement that he, she, or it is bound by this agreement and no further signature is required for the Cooperative to enforce its rights under this agreement in the event Patron defaults or fails to pay for any quantity of future goods or services provided pursuant to this agreement. Credit will not be extended until a credit agreement is received and approved. The Patron agrees that the Cooperative or its agents may request financial statements, credit reports, consumer credit reports or investigative consumer reports from one or more credit reporting agencies in connection with your application and the administration of your account. The Patron also authorizes the Cooperative to exchange credit information concerning their account with (and answer questions and requests from) others, such as the Patron's credit references, merchants and credit reporting agencies.

DUE DATE: All purchases made on credit during the month that are reflected on the periodic billing statement for such month are due and payable upon receipt of the statement.

CONVENIENCE CREDIT: If all purchases are paid in full before the last business day of the month following the month of purchase, the account shall not be subject to any FINANCE CHARGE. The Patron agrees Cooperative shall not waive FINANCE CHARGE after such charges accrue except as may otherwise be provided by law.

FINANCE CHARGE: Any balance not paid before the close of the business day of the month following the month of purchase will be subject to a FINANCE CHARGE OF 1.5% per month, which is an ANNUAL PERCENTAGE RATE of 18%. Said FINANCE CHARGE to apply to the unpaid balance on the account on the first day of the next billing cycle carried over from the prior month, and the minimum amount of such charge shall be $.50 per month.

TERMINATION OF CREDIT: The Cooperative reserves the right to terminate credit sales to Patron at any time without prior notification, and in addition thereto, no additional credit purchases will be allowed to any account that is over 30 days past due.

CHANGE IN TERMS: This agreement may be changed by the Cooperative to increase the FINANCE CHARGE, change the due date, change the billing cycle, change the method of calculating the FINANCE CHARGE, or change matters of a similar nature within the limitations of applicable law. Notice of any such change shall be given to the patron 30 days prior to the effective date of charge. No waiver, amendment, release, or modification of this agreement shall be established by conduct, custom, or course of dealing, but solely by a written document executed by both parties except as otherwise provided in this section.

PERSONAL GUARANTEE: The Cooperative reserves the right, in its sole discretion, to obtain one or more personal guarantees from the principal(s) of any entity before approving this credit agreement or at such later time as it may deem necessary.

SECURITY FOR AGRICULTURAL PRODUCER AND COMMERCIAL ACCOUNTS:
To secure payment and performance of all the Patrons' obligations under this Agreement and all other liabilities, guarantees, covenants and duties owed by the Patron to the Cooperative, whether or not evidenced by this or by any other agreement, absolute or contingent, due or to become due, now existing or hereafter and howsoever created, the Patron hereby grants the Cooperative a security interest in and to all of the following property ("Collateral") to the extent applicable:

A. Farm Products including but not limited to : Crops, whether annual or perennial, whether grown, growing or to be grown, and whether harvested or unharvested, the products thereof and stored grain, including all of the foregoing designated as inventory; also any negotiable or nonnegotiable documents, scale tickets and the like resulting from the storage thereof; also seed, fertilizer, chemicals, and other supplies used or produced by Patron in farming operations; also accounts, contract rights (including proceeds from insurance policies covering the Collateral), instruments, documents and general intangibles, whether now owned or hereafter acquired and wherever located, hedging and commodity accounts or agreements, now or hereafter in effect, together with all rights in and to such accounts or agreements and all payments due or to become due thereunder; also all poultry , livestock, born or unborn, including aquatic goods produced in aquacultural operations, along with their products, produce or replacements in their finished or unfinished states including all of the foregoing designated as inventory.

B. Inventory including but not limited to all inventory now owned or hereafter acquired by the Patron, including, but not limited to, all raw materials, work in process, finished goods, inventory leased to others or held for lease, merchandise, parts and supplies of every kind and description, including inventory temporarily out of the Patron's custody or possession, together with all returns on accounts (the "Inventory").

C. Capital Investments in the Cooperative including but not limited to all common stock, preferred stock, also non-stock capital accounts including but not limited to stock credits, participation certificates, ledger credits, revolving fund credits, per-unit retains, qualified and nonqualified allocation credits and such other book credits for which provision is now or hereafter may be made for in the Articles and Bylaws of the Cooperative.

The Cooperative's security interest in the Collateral shall be a continuing lien and shall include the proceeds and products of the Collateral including, but not limited to, the proceeds of any insurance thereon. Patron hereby consents to Cooperative filing financing statements as Cooperative deems appropriate in its sole discretion in all locations deemed appropriate by the Cooperative. The security interest granted to Cooperative in the Collateral shall not secure or be deemed to secure any credit extended to the Patron which is, at the time of its creation, subject to the provisions of any state or federal consumer credit or truth-in-lending disclosure statutes.

COLLECTION/ATTORNEY FEES: Patron agrees to pay the reasonable costs of collection, including, but not limited to, attorney fees, collection agency fees, and court costs. In cases where K.S.A. 16a-2-507, as amended, applies, Cooperative may recover attorney fees or collection agency fees, but not both, and such fees may not exceed 15% of the unpaid debt after default.

AGENCY: Until notified in writing to the contrary by the Patron, Patron authorizes Patron's spouse, children over the age of sixteen years, and employees, if any, to purchase goods or services and charge them to the Patron's account.

SIGN HERE IF CREDIT PATRON(S) IS AN INDIVIDUAL:

Patron Signature:________________________________ Co-Patron Signature:______________________________
Printed Name: __________________________________ Printed Name: _________________________________

SIGN HERE IF CREDIT PATRON IS A BUSINESS ENTITY:
The person executing this agreement has authority to bind the credit Patron and is authorized by the credit Patron to enter into the terms and conditions set forth in this Charge Account Agreement.

Name of Patron: ______________________________________
Signature of Officer: __________________________________Title:___________________________________
Printed Name and Position

NOTE: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that the applicant has the capacity to enter into a binding contract), because all or part of the applicant's income derives from any public assistance program, or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with the law concerning this creditor is Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

FACTS — WHAT DOES Kanza Cooperative Association DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: ■ Social Security number and account balances ■ payment history and transaction history ■ purchase history and account transactions
How?	All financial companies need to share customer's personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customer's personal information; the reasons Kanza Cooperative Association chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Kanza Coop Association share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes— information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	Yes	Yes

To limit our sharing	■ Mail the form below **Please note:** If you are a *new* customer, we can begin sharing your information 30 days from the date we sent this notice. When you are *no longer* our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.
Questions?	Call 316-444-2141

Mail-in Form

Mark any/all you want to limit:

____ Do not share my personal information with nonaffiliates to market their products and services to me.

Name	
Address	
City, State, Zip	

Mail To:

Kanza Cooperative Association
PO Box 18
Andale, KS 67001

Who we are	
Who is providing this notice?	Kanza Cooperative Association

What we do	
How does Kanza Coop Association protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Kanza Coop Assocation collect my personal information?	We collect your personal information, for example, when you ■ Open an account or provide employment information ■ pay your bills or pay us by check ■ give us your contact information We also collect personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only ■ sharing for affiliates' everyday business purposes—information about your creditworthiness ■ affiliates from using your information to market to you ■ sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. ■ *Our affiliates include financial companies such as Countryside Feed, LLC.*
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. ■ *Nonaffiliates we share with can include seed and chemical distributors and manufacturers who may provide rebates to our customers.*
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. ■ *Kanza Cooperative Association doesn't jointly market.*

Other important information

Account Disclosures

Interest Rate and Interest Charges	
Annual Percentage Rate (APR) for Purchases	**18.00%**
Minimum Interest Charge	If you are charged interest, the charge will be no less than $.50
How to Avoid Paying Interest	We will not charge you any interest on purchases if you pay the Balance before the last day of the month following the month of purchase.

Fees	
Penalty Fees • **Returned Payment** • **Insufficient Check Fee**	 **$30.00** **The lesser of $6.50 or the amount us by your bank or lending institution**

How We Will Calculate Your Balance: We use a method called "Previous Balance." See your account agreement for more details.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in your Account Opening Disclosures.

YOUR BILLING RIGHTS: KEEP THIS DOCUMENT FOR FUTURE USE
This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

WHAT TO DO IF YOU FIND A MISTAKE ON YOUR STATEMENT
If you think there is an error on your statement, write to us at:

Kanza Cooperative Association
PO Box 18
Andale, KS 67001

In your letter, give us the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing [or electronically]. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

WHAT WILL HAPPEN AFTER WE RECEIVE YOUR LETTER

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.
- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

NOTICE: These Account Disclosures are provided pursuant to the Consumer Credit Protection Act (Federal Truth in Lending Act, Public Law 90-231: 82 Stat. 146, (hereinafter, “TILA”)) to the extent the foregoing is applicable. Kanza Cooperative Association is only subject to TILA or any other law to the extent provided therein, and nothing in these disclosures or any other account documents shall be construed as an intention to incorporate such laws when they do not apply or as a waiver of defenses available to Kanza Cooperative Association.

INCOMPLETE FORMS WILL NOT BE ACCEPTED. SIGNATURE AND DATE REQUIRED

KANSAS DEPARTMENT OF REVENUE

AGRICULTURAL EXEMPTION CERTIFICATE

466318

Seller Name: KANZA COOPERATIVE ASSOCIATION

Seller Address: PO BOX 18 (Street) ANDALE (City) KS (State) 67001 (Zip Code)

Purchaser Name: ______________________________

Purchaser Address: ______________________________
Street City State Zip Code

Provide a description of tangible property or services purchased: CHEMICALS, SEED, FERTILIZER, FUEL, FEED PARTS & SERVICES FOR EXEMPT MACHINERY

PART A (required) - QUALIFYING EXEMPTION

Check all that apply.

☒ Property purchased is an ingredient or component part. Complete Part D. [see K.S.A. 79-3606(m)]

☒ Property purchased is consumed in production. Complete Part D. [see K.S.A. 79-3606(n)]

☒ Property purchased is propane for agricultural use. Complete Part D. [see K.S.A. 79-3606(w)]

☒ Property purchased is farm machinery and equipment or aquaculture machinery and equipment, repair and replacement parts therefor or services performed in repair and maintenance of such machinery and equipment, which will be used exclusively in farming, ranching, or aquaculture production. If property is a work-site utility vehicle. Complete Part C. [see K.S.A. 79-3606(t)]

☒ Property purchased is seed, tree seedling, fertilizer, insecticide, herbicide, germicide, pesticide, fungicide, or services, purchased and used for the purpose of producing plants in order to prevent soil erosion on land devoted to agricultural use. Complete Part D. [see K.S.A. 79-3606(mm)]

☒ Property purchased is tangible personal property or services necessary to construct, reconstruct, repair, or replace any fence that is used to enclose land devoted to agricultural use. Complete Part B. [see K.S.A. 79-3606d(b)]

PART B - FENCING

Location of agriculture land: ______________________________
City State Zip Code County

Name of agricultural landowner or operator: ______________________________

☐ By checking this box, I certify that I have read the instructions included on the back of this form and the tangible personal property or services purchased will be used to enclose land which is devoted to agricultural use only and I acknowledge that any tangible personal property or service purchased which is not used exclusively to enclose land devoted for agricultural use is subject to Kansas sales tax. Complete Part D.

PART C - WORK-SITE UTILITY VEHICLE

Confirm that the purchased vehicle has all the following specifications.

PART C IS NON-APPLICABLE FOR PURCHASES FROM KANZA COOPERATIVE ASSOCIATION

☐ Vehicle is **NOT** less than forty-eight (48) inches in width

☐ Vehicle's unladen weight, including fuel, is more than eight hundred (800) pounds

☐ Vehicle is equipped with four or more non-highway tires

☐ Vehicle is equipped with bench or bucket type seating

☐ Vehicle is equipped with bed or cargo box for hauling materials

All five boxes must be checked for the vehicle to qualify for the agricultural exemption.

Select all activities the vehicle will be used for:

☐ Farming ☐ Ranching ☐ Agriculture

Describe how the vehicle will be used in each activity selected above: ______________________________

☐ By checking this box, I certify that I have read the instructions included on the back of this form and the vehicle purchased will be used **exclusively** in farming, ranching, or aquaculture production and that using the vehicle in any other activity, such as hunting or other recreational purposes, subjects the vehicle to Kansas sales tax. Complete Part D.

PART D (required) – CERTIFICATION FOR ALL PURCHASERS INCLUDING CONTRACTORS

I declare under penalty of perjury under the law of the State of Kansas that the foregoing is true and correct and that I have read the guidance included on the back of this form. I further understand that in the event the property so purchased is not used in accordance with the exemption checked above, I may be liable for any Kansas sales tax owed and any applicable penalties and interest.

____
Signature Print Name Date

☐ Check this box and sign above as a purchaser, if you are a contractor purchasing materials (tangible personal property) for fencing used to enclose land devoted to agricultural purposes.

AGRICULTURAL EXEMPTION INSTRUCTIONS

GENERAL INSTRUCTIONS

All purchasers must complete Part A and Part D of the form. Part B and Part C are only required to be completed, if applicable to the items being purchased. Sellers/retailers should retain a completed copy of this certificate in their records for at least three years from the date of sale.

PART A

Ingredient or Component Part

Exempt: wheat, corn, milo, soybean, sunflower seed used to produce these crops; feed for beef or dairy cattle, sheep, and hogs; ground grain for chickens in a poultry or egg-laying operation; food for aquatic plants and animals (fish); baler twine, baler wire, and bale wrap which is used on hay that will be resold or used in a livestock production operation.

Taxable: bedding plants and seeds for a home garden; or food for pets and pleasure animals.

Consumed in Production

Exempt: insecticide, herbicides, fungicides, fumigants, germicides, pesticides, and other chemicals used in growing agricultural crops for resale or used in the processing or storage of fruit, vegetables, feeds, seeds, and grains; antibiotics, biologicals, pharmaceuticals, vitamins, minerals, and like products which are fed, injected, or otherwise applied to livestock for sale; off-road diesel fuel, oil, and oil additives consumed by farm machinery and equipment; LP gas for agricultural use.

Taxable: insecticides and the like purchased for use in a home garden; antibiotics, vitamins purchased for pets or pleasure animals; fuels, oils, for passenger vehicles, vehicles tagged for road or highway use, and all-terrain vehicles (ATV).

Propane for Agricultural Use

Exempt: propane used to operate farm machinery and equipment.

Taxable: propane for non-agricultural purposes, including but not limited to, barbecue grills, campers, RVs, passenger vehicles, vehicles tagged for road or highway use, and all-terrain vehicles (ATV).

Farm, Ranch, or Aquaculture Machinery and Equipment

Note – to qualify for the farm, ranch, or aquaculture machinery and equipment exemption, the machinery or equipment must be used **exclusively** in farming, ranching, or aquacultural production. Farming or ranching includes the operation of a feedlot, nursery, or Christmas tree farm, and farm or ranch work for hire. The exemption applies to the rental, lease, or purchase of the machinery or equipment, as well as the parts and labor purchased to repair or maintain the machinery or equipment.

Exempt: combines, discs, farm tractors, harrows, hay balers, irrigation and milking equipment, planters, plows, tillers, qualifying work-site utility vehicles (see Part C instructions), and precision farming equipment.

Taxable: air compressors, tanks, passenger vehicles, vehicles tagged for road or highway use, all-terrain vehicles (ATV), barn ventilators, building and electrical materials, bulldozers, garden hoses, grain bins, hand tools, lawnmowers, silos, water and gas wells, welding equipment, and any equipment that becomes a part of a building, facility, or land improvement.

Prevention of Soil Erosion

Exempt: seeds and tree seedlings, fertilizers, insecticides, herbicides, germicides, pesticides, fungicides, and services, purchased and used for the purpose of producing plants in order to prevent soil erosion on land devoted to agricultural use.

Fencing for Agricultural Land – see instructions for Part B

PART B

Effective July 1, 2022, purchasers, which includes contractors, may use this certificate to purchase tangible personal property necessary to construct, reconstruct, repair, or replace any fence used to enclose land devoted to agriculture use exempt from Kansas sales tax. The location of the agricultural land is the location of the land where the fence will be constructed, reconstructed, repaired, or replaced.

Exempt: barbed wire, T-posts, concrete mix, post caps, T-post clips, screw hooks, nails, staples, gates, electric fence posts, electric insulators, and electric fence chargers.

PART C

The retail sale of a "work-site utility vehicle" may be exempt from Kansas sales tax, if it meets all statutory requirements. To be considered a "work-site utility vehicle", the vehicle must be equipped with a bed or cargo box for hauling materials. Additionally, the vehicle must be used **exclusively** in farming, ranching, or aquaculture production. If the vehicle is used for any purpose other than farming, ranching or aquaculture production, such as, hunting, trail riding, fishing, mudding, transporting persons, or any recreational purpose, the purchase of the vehicle is subject to Kansas sales tax.

PART D

By signing this part of the form, you are declaring that under penalty of perjury under the law of the State of Kansas that the information provided in the form is true and correct and that you have read these instructions and further understand that in the event the property or service so purchased is not used in accordance with the exemption claimed, you may be liable for any Kansas sales tax owed and any applicable penalties and interest. Contractors are considered purchasers and must sign this form.