



Sarah Huckabee Sanders
Governor

ARKANSAS DEPARTMENT OF AGRICULTURE

1 Natural Resources Drive, Little Rock, AR 72205
agriculture.arkansas.gov
(501) 225-1598



Wes Ward
Secretary of Agriculture

TO ALL OUT OF STATE GRAIN DEALERS:

The Statutory Agent listed on the Dealer license application is required to do all legal signings. In addition, they are responsible for obtaining required documents for auditors. Audits are conducted randomly, so these documents are to be available during normal business hours each week.

If you have any questions, please contact the Grain Warehouse Section at 501-219-6350, 501-219-6338 or Email grainwarehouse@agriculture.arkansas.gov.

Arkansas Grain Dealer License Requirement Form

Please use this list as a check off for your license application. We will not be able to issue the license until all required items are received in this office. Please read all requirements carefully.

- A completed Grain Dealer application form. A ***new business** application requires a \$150.00 license fee. Established business fees and renewal license fees will be based on the previous years purchases. Refer to the chart on page 8 of the Grain Dealer Law and Rules. The amount required based on your prior year's purchases should be sent in with the application.

- There is a blank on the new and renewal applications for purchases of Arkansas grain. **This information is required.** *If you are a new business, fill in the blank with a \$0.*

- Certificate of Fact (GW/GD-3) must be filled out, notarized and returned with the application.

- A current Financial Statement must be prepared and sent to this office by a CPA or RPA via email or regular mail or we can accept a bound copy. Financial Statement must include:
 - 1. CPA or RPA signed compilation statement
 - 2. Balance Sheet
 - 3. Income and Expense
 - 4. Statement of Cash Flows
 - 5. Schedule of Notes Payable

Note: A New Business is required to have a Beginning Trial Balance.

If the financial statement on file in the office is current, there is no need to submit a duplicate.

- The minimum surety required is \$50,000.00. If you are a new business, once your application and financial statement are reviewed, you will be notified of the surety amount required to be licensed. The application packet contains a Bond form (GD-6), Letter of Credit form (GD-7) and a Certificate of Deposit (GD-8). ***Only one form of surety is required. If you are renewing, the surety on file must be up to date and valid.***

FIRST TIME APPLICANTS FOR AN ARKANSAS GRAIN DEALER LICENSE ONLY

- A corporate charter must be submitted if your operation is a corporation.

*** New Business** – A business with no previous purchases of grain. A business that has purchased grain outside of Arkansas or is renewing a license is considered an established business.)

APPLICATION

1. Entity: Individually Owned - Give owner's name and address:

Partnership - Give Active partners' names and addresses:

Corporation (Attach copy of Corporate Charter)

President _____

V. President _____

Secretary _____

Treasurer _____

Gen. Manager _____

Name and address of Corporation's registered agent in Arkansas:

2. List names of all buyers of Arkansas grain:

3. List your business's fiscal year closing date: Month: _____ Day: _____

4. Give names and locations of any banks, financial institutions, or loan companies with which this applicant does business:

5. Record System (check those in use)

- | | |
|-----------------------------------|-------------------------------|
| a. Cashbook or check register | b. Accounts receivable ledger |
| c. Accounts payable ledger | d. Settlement Sheets |
| e. Numerical Delivery Ticket File | f. Delivery Tickets |
| g. Other: _____ | |

6. Services offered by applicant (check those which apply).

- a. Buy and sell whole grain
- b. Offer delayed pricing or deferred payment options to producers
- c. Offer delayed pricing or deferred payment options to producers
- d. Other: _____

CERTIFICATE OF FACT

DATE: _____

STATE OF: _____

COUNTY OF: _____

I, _____, being first duly sworn,
(Individual's Name)

depose and say that I am the _____ of the licensee
(Title)

(Name of Business) ;

that I am authorized on the part of said licensee to verify and file with the Arkansas Plant Industries Division all information contained herein; that I have full knowledge of the matters set forth herein and that all the same are true in substance and in fact.

(Authorized Signature)

Subscribed and sworn to before me this _____ day of _____

(Notary Public)

My Commission Expires: _____

This application must be signed by the owner if an individual, by one of the partners if a partnership, or by an officer of the corporation if incorporated.

NAME AND ADDRESS		N0. 001
OF GRAIN DEALER	DATE: _____	, 20 _____
Account of: _____		Contract Number: _____
Address: _____		Milling Yield: _____
Grade: _____		
Kind: _____		
	GROSS	
	TARE	
DOCK		
or FM	%	CWT.
_____	_____	_____
	NET LBS.	Or
_____		x \$
	NET BU.	_____
		_____ Weigher

Shown above is an example of the information required to be on all delivery tickets.

If your operation requires additional information, submit your proposed delivery ticket to the Grain Warehouse Section for review. A copy of your delivery ticket must be kept on file with the Grain Warehouse Section.

More information can be found in the Arkansas Grain Dealers Rules, Section VIII.

DAILY POSITION RECORD			GRAIN DEALER LICENSE NUMBER			MONTH AND YEAR		QUANTITIES IN <input type="checkbox"/> Bushels <input type="checkbox"/> Cwt		KIND AND CLASS OF GRAIN		
	RECEIVED	TOTAL RECEIVED	CONTRACT POSITION RECORD									
			BOOKING CONTRACTS			CREDIT SALES CONTRACTS			TOTAL ALL CONTRACTS			
			TOTAL	TOTAL UNPAID	TOTAL PAID	TOTAL	TOTAL UNPAID	TOTAL PAID	TOTAL	TOTAL UNPAID	TOTAL PAID	
1	2	3	4	5	6	7	8	9	10	11		
*												*
1												1
2												2
3												3
4												4
5												5
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31												31

* Balance Forwarded

**STATE OF ARKANSAS
GRAIN DEALER'S BOND**

BOND NUMBER _____

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, of _____
(Grain Dealer) (City)
County of _____, State of _____, a(n) _____
(Name of Entity)
as PRINCIPAL, and _____ of _____
(Surety Company) (City)

State of _____, a corporate surety duly authorized and licensed to do business in the State of Arkansas, as SURETY, are jointly and severally held and firmly bound unto the State of Arkansas for the benefit of all persons, firms, corporations and associations interested or to their legal representatives, attorneys, or assigns, in the penal sum of

_____ DOLLARS (\$ _____),

lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, legal representatives, successors and assigns firmly by these presents.

The conditions of the above obligation are such that, whereas, the above bound Principal has made written application to the director of the Plant Industries Division, State of Arkansas for a license to engage in business as a Grain Dealer and operate the business

_____ as a grain dealer at

_____, County of _____

, State of _____.

NOW THEREFORE, if the said Principal shall faithfully perform all of the duties of a licensed grain dealer, in conformity with the provisions of the Arkansas Grain Dealer Law, Act 601 of 2015 and the rules and regulations promulgated thereunder, and all additional obligations as said Principal may assume under contracts with persons selling grain as a grain dealer, then this obligation shall be void, otherwise to remain in full force and effect during the term of the license and its extension or annual renewal.

In no event shall the liability of the surety accumulate for each successive license period during which this bond is in force but shall be limited in the aggregate to the bond amount stated above or changed by appropriate rider(s) or endorsement(s).

This bond shall become effective on _____, 20____ and shall continue in full force and effect until canceled. Provided, that this bond may not be canceled by the Principal or Surety named herein, except in accordance with the provisions of Act 601 of 2015 and Rules, which requires, in part, that the Principal or Surety provide sixty days written notice of cancellation, sent by certified mail, to the Director of the Plant Industries Division, 1 Natural Resource Dr., Little Rock, Arkansas 72205.

The provisions of the Arkansas Grain Dealer Law (Act 601 of 2015) relating to grain dealer surety bonds are hereby made applicable to this instrument and the parties hereto and are incorporated herein by reference.

IN WITNESS WHEREOF, the foresaid PRINCIPAL and SURETY have hereunto set their hands and seal this _____ day of _____, 20_____.

ATTEST: _____ (SEAL)
(Principal)

By: _____

ATTEST: _____ (SEAL)
(Surety)

By: _____

Power of Attorney or Authority to Bind Surety to be Attached.

IRREVOCABLE STANDBY LETTER OF CREDIT

(NAME OF BANK)

(ADDRESS OF BANK)

(CITY AND STATE)

IRREVOCABLE STANDBY LETTER OF CREDIT# _____ EFFECTIVE DATE: _____

TO: Arkansas Department of Agriculture
Plant Industries Division
ATTN: Grain Warehouse Section
1 Natural Resources Drive
LITTLE ROCK, AR 72205

DATE ISSUED: _____
PHONE NO.: _____
FAX NUMBER: _____

EMAIL: _____

Gentlemen:

We hereby open our irrevocable letter of credit in favor of the Arkansas Plant Industries Division available in the following manner and on the following terms:

1. PAYMENT: Draft of Arkansas Plant Industries Division drawn on

(Bank's Name), _____
(Bank's Address)

at sight or on demand and presented for negotiation or payment

(Expiration Date)

2. TOTAL: The sum or sums of all drafts drawn under this letter of credit must not exceed
a total of _____

3. PURPOSE: The purpose of this letter of credit is to satisfy the bonding obligation of

(Name and Address of Warehouse)

under the Arkansas Grain Dealer Law (Act 601 of the 2015 Acts Arkansas, as amended). On or before the expiration date of this letter of credit, Arkansas Plant Industries Division shall have the right to draw drafts on the account of the above named warehouse for any and all obligations of the grain dealer under the bonding provisions of the Grain Dealer Act or other obligations.

4. OBLIGATIONS OF ISSUER: The _____
(Banks Name)

agrees with drawers, endorsers, and bona fide holders of drafts drawn and negotiated in compliance with the terms of this letter of credit that such drafts will be duly honored and paid upon due presentation to this bank.

5. This credit is transferable and assignable by Arkansas Plant Industries Division.

6. This letter of credit is governed by the Laws of the State of Arkansas.

Yours very truly,

(Bank's Name)

(Print or type Name and Title of Bank Officer)

(Title and Signature of Bank Officer)

(Print or type Name Countersigning Bank Officer)

(Signature of Countersigning Bank Officer)

**CERTIFICATE OF CORPORATE RESOLUTION
OF
CORPORATE GRAIN DEALER**

I, the undersigned, certify that I am the secretary of

_____ Corporate grain dealer

(a corporation organized under the laws of the State of _____).

Grain Dealer Corporation is a licensed grain dealer under Arkansas Grain Dealer Law (Act 601 of the 2015 Acts of Arkansas as amended) (Grain Dealer Act hereafter).

I certify that a meeting of the Board of Directors of the Corporate Grain Dealer was duly called and held on _____ (date). The following resolution was adopted:

It is resolved that _____ (officer of Corporation) is authorized on behalf of the Corporate Grain Dealer to execute and sign all documents necessary for the Corporate Grain Dealer to pledge, to assign, and to transfer to the Arkansas Plant Industries Division Certificates of Deposit or other financial instruments in the amount of \$ _____. The purpose of pledging these financial instruments are to satisfy the bonding requirements of the Corporate Grain Dealer under the Grain Dealer Act.

I further certify that this is a full and correct copy of the resolution as it appears on the books of the Corporate Grain Dealer. Said resolution has not been rescinded, modified, or amended and is now in full force and effect.

Witness my hand and the Seal of the Corporation on this _____ day of

_____, _____.

Secretary of Corporate Grain Dealer

Witness:

Witness/Address

Witness/Address

ASSIGNMENT OF CERTIFICATE OF DEPOSIT

1. _____ : a grain dealer licensed under the Arkansas Grain Dealer Law (Act 601 of the 2015 Acts of Arkansas as amended) or applying for status as a grain dealer under the Grain Dealer Act (Act 601 of the 2015 Acts of Arkansas as amended) (Grain Dealer Act hereafter).
2. The Arkansas Plant Industries Division is authorized under the Grain Dealer Act to administer the Act and license Grain Dealers.
3. Grain Dealer Act requires a Grain Dealer to post a bond. Instead of posting a Corporate Surety Bond, the said Grain Dealer is transferring, assigning, and pledging a Certificate of Deposit.
4. The stated Grain Dealer assigns and negotiates all rights, title, and interest of the Grain Dealer
in Certificate of Deposit number _____ in the amount of
\$ _____
issued by _____
(Bank Name and Address)
5. The stated Grain Dealer grants to the Arkansas Plant Industries Division: Grain Dealer Section a perfected security interest, lien, and title to the Certificate of Deposit.
6. Certificate of Deposit shall serve as collateral and security for any and all obligations (including but not limited to grain shortages) of the grain dealer under the Grain Dealer Act.
7. The Arkansas Plant Industries Division shall have the authority at any time to negotiate, renew, cash in, or transfer the Certificate of Deposit.
8. Prior notice of negotiation, transferring, or cashing the Certificate of Deposit is not necessary. However, the Plant Industries Division shall furnish written notice to the grain dealer of any actions taken in regard to negotiating, cashing in, or transferring the Certificate of Deposit.
9. The stated Grain Dealer shall have no rights to encumber, transfer, or negotiate the Certificate of Deposit.
10. The Certificate of Deposit (and renewals of the Certificate of Deposit) shall remain pledged and transferred to the Arkansas Plant Industries Division until all obligations of the Grain Dealer have been satisfied under the Grain Dealer Act.
11. At maturity of the Certificate of Deposit, and if the principal of Certificate of Deposit is adequate to secure the bonding obligations of the Grain Dealer, the Grain Dealer shall receive (within a reasonable time) accrued interest on the Certificate of Deposit.
12. Certificate of Deposit shall be issued in a negotiable form and shall be issued to the order of the Arkansas Plant Industries Division, Grain Dealer Section, Little Rock, Arkansas.
13. Acceptance of pledged Certificate of Deposit does not prevent the security from time to time to meet the obligations of the grain dealer under the Grain Dealer Act.

(Name of Bank)

(Name of Grain Dealer)

(Bank Officer's Signature)

(Authorized Person's Signature)

(Title)

(Title)

Subscribed and sworn to before me this _____ day of _____ 20 ____ .

(Notary Public's Signature)

(SEAL)

Deferred Payment/Pricing Contract

GW/GD-9
Rev. 20240327

NAME:

DATE:

ADDRESS:

CONTRACT NO:

PHONE:

DESTINATION:

SHIPMENT PERIOD:

DELIVERY TERMS:

WEIGHTS:

GRADES:

LIEN HOLDER:

TERMS:

PURCHASE FROM YOU TODAY:

SLOW PAY HOTLINE: (501) 219-6308 or ADA.slowpayhotline@agriculture.arkansas.gov

QUANTITY	GRADE AND GRAIN	PRICE	FUTURES/BASIS

SPECIAL TERMS AND REMARKS:

- MARKET SCALE OF DISCOUNT AT TIME OF DELIVERY TO APPLY
- SUBJECT TO RULES OF NATIONAL GRAIN AND FEED ASSOCIATION
- SELLER WARRANTS THAT THE GRAIN DELIVERED PURSUANT TO THIS CONTRACT IS FREE AND CLEAR OF ANY PENALTY, LIENS, SECURITY INTEREST, CHARGE, OR ENCUMBRANCES OF ANY NATURE WHATSOEVER, EXCEPT WHOSE NAMES APPEAR ABOVE.
- THE UNDERSIGNED SELLER OF GRAIN INDICATED ON THIS DEFERRED PAYMENT OR DEFERRED PRICING CONTRACT FULLY UNDERSTANDS HE IS TRANSFERRING TITLE OF SAID GRAIN TO THE BUYER AND IS RELINQUISHING ALL CONTROL OF GRAIN TO THE BUYER, AND THAT BUYER CAN SELL AND MOVE GRAIN AT ANY TIME, BEFORE THE SELLER RECEIVES ACTUAL PAYMENT FOR THE GRAIN.

SELLER:

BUYER:

BY: _____

BY: _____

Please sign and return white copy

ORIGINAL CONTRACT

Deferred Payment/Pricing Contract

GW/GD-9
Rev. 20240327

NAME:

DATE:

ADDRESS:

CONTRACT NO:

PHONE:

DESTINATION:

SHIPMENT PERIOD:

DELIVERY TERMS:

WEIGHTS:

GRADES:

LIEN HOLDER:

TERMS:

PURCHASE FROM YOU TODAY:

SLOW PAY HOTLINE: (501)219-6308 or ADA.slowpayhotline@agriculture.arkansas.gov

QUANTITY	GRADE AND GRAIN	PRICE	FUTURES/BASIS

SPECIAL TERMS AND REMARKS:

PLEASE NOTE BELOW COMMENTS:



1. All items in **Red** are required by law.
2. All items in **Blue** are highly recommended.
3. Other items may be added, but must be approved by our office.
4. By law, contracts are to be issued numerically and have three copies. The original and a file copy for the buyer and a copy for the seller.

- MARKET SCALE OF DISCOUNT AT TIME OF DELIVERY TO APPLY
- SUBJECT TO RULES OF NATIONAL GRAIN AND FEED ASSOCIATION
- SELLER WARRANTS THAT THE GRAIN DELIVERED PURSUANT TO THIS CONTRACT IS FREE AND CLEAR OF ANY PENALTY, LIENS, SECURITY INTEREST, CHARGE, OR ENCUMBRANCES OF ANY NATURE WHATSOEVER, EXCEPT WHOSE NAMES APPEAR ABOVE.
- THE UNDERSIGNED SELLER OF GRAIN INDICATED ON THIS DEFERRED PAYMENT OR DEFERRED PRICING CONTRACT FULLY UNDERSTANDS HE IS TRANSFERRING TITLE OF SAID GRAIN TO THE BUYER AND IS RELINQUISHING ALL CONTROL OF GRAIN TO THE BUYER, AND THAT BUYER CAN SELL AND MOVE GRAIN AT ANY TIME, BEFORE THE SELLER RECEIVES ACTUAL PAYMENT FOR THE GRAIN.

SELLER:

BUYER:

BY: _____

BY: _____

Please sign and return white copy

ORIGINAL CONTRACT