CENTRAL UNITED COOPERATIVE

PURCHASING PRODUCTS *(circle choices)*

Grain	BCA Products	Cardtrol
Agronomy *Seed, Chemical, Fertilizer*	Equipment	Parts
	Feed	Other *(specify)*
LP	Energy	

YOU MUST CIRCLE AT LEAST ONE!

OFFICE USE ONLY

Account #:
Date:
By Whom:
Credit Limit:

LAST NAME I FIRST NAME I MIDDLE INITIAL OR BUSINESS NAME:	SSN/TAX ID NUMBER:	HOME PHONE:	DATE OF BIRTH:
ADDRESS I CITY I STATE I ZIP:	COUNTY I TOWNSHIP:	CELL PHONE:	YEARS: OWN I RENT
EMAIL:	WOULD YOU LIKE TO GO PAPERLESS? *(circle all that apply)*		
	Statement	Invoice(s)	Grain Contracts
PRESENT EMPLOYER I POSITION:	YEARS EMPLOYED:	BUSINESS PHONE:	
CREDIT AMOUNT REQUESTED:	If interested in ACH please email to request a form at ar@centralunitedcoop.com. **For credit request over $50,000, please include current copy of signed financial statement. Additional information may be required.**		

CREDIT REFERENCES: (*List primary bank and one other. Must complete both.)*			
Name:	Address:	Phone:	Account Number:

Have you filed bankruptcy within the past seven years? *(circle one)*	No	Yes	If yes, provide filing and location

You are: *(circle one)*	Individual	Sole Proprietor Business	Partnership	Corporation

JOINT APPLICANT:			
Last Name, First Name, Middle Initial:	SSN/Fed ID Number:	Home Phone:	Date of Birth:
Address I City I State I Zip:	Township:	Cell Phone:	Years: Own I Rent
Present Employer/Position:	Years Employed:	Business Phone:	
CO-OP CASH CARD *(Fuel Card)* OR CARDTROL CARDS:	Number of Cards:		

CREDIT AGREEMENT

Applicant agrees that the following terms along with the Regulation Z Disclosures (page 3), to the extent that Regulation Z applies, and Personal Guarantee (page 4) will govern any purchases made which are charged to any account that you may have with Central United Cooperative.

1. "Applicants" or "Applicant" is the person or business identified above.
2. Applicant shall pay the entire balance showing on account statements or invoices by the respective Payment Due Date and Central United Cooperative may refuse to extend credit to Applicant if a balance remains unpaid beyond that date.
3. A finance charge of 1.5% per month, which is an annual percentage rate of 18% per year, will be applied to any account balance from purchases made during a calendar month, but not paid before the end of the following month plus any previous balance, that remained unpaid. The minimum finance charge is $.50 per month. Interest may be compounded at our discretion. If the account, respectively, is not paid in full by the end of the second month following the month of purchase, the account may be classified as delinquent and no further credit shall be extended until the account is paid in full. Central United Cooperative may refuse to extend additional credit at any time.
4. Payments shall be applied first to the unpaid finance charges, then to the remaining outstanding balance.
5. Applicant shall be liable for the payment of all collection costs, court costs and attorney's fees to pursue payment of amounts owed by Applicant in the event that payment is not received when due.
6. The terms and conditions of this document may be amended in writing by the agreement of all parties. Such amendments shall not affect charges or other debt incurred prior to the amendment.
7. If applying for a joint account, both Applicants shall be bound by the terms of this agreement and each Applicant shall be jointly and severally liable for payment of all purchases or charges made under this agreement.
8. Applicant shall have the right to limit or terminate your charge account, but termination shall not affect Applicant's obligation to pay any existing balance. Central United Cooperative may, at its sole discretion, declare the entire balance on Applicant's account due and payable at any time.
9. This agreement shall be construed as having been delivered in the State of Minnesota and shall be construed in accordance with the laws of the State of Minnesota. All parties hereto expressly agree that venue shall be in the State of Minnesota, County of Sibley only, and the undersigned hereby consents to the jurisdiction of the Courts of the State of Minnesota, County of Sibley, and the U.S. District Court for the District of Minnesota.
10. This agreement may be executed in counterparts, including counterparts provided by facsimile or email attachment or executed by or electronic or digital signature, each of which shall be deemed an original but together shall constitute but one and the same instrument.
11. Central United Cooperative's Articles of Incorporation and Bylaws providing for a first lien, set-off and discount of allocated equities and patronage refunds applied to amounts owed to Central United Cooperative are incorporated by reference in this Agreement.

*NOTICE: See below for important notice information regarding your right to dispute billing errors.

Patronage Consent Agreement: Central United Cooperative is a Minnesota Corporation organized, operated and taxed as a Cooperative. Applicant agrees that the amount of any patronage refunds with respect to business with Central United Cooperative which are made in written notices of allocation (as defined in 26 U.S.C. 1388) and which are received from Central United Cooperative will be taken into account at their stated dollar amounts in the manner provided in 26 U.S.C. 1385 in the taxable year received.

CENTRAL UNITED COOPERATIVE SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF THE GOODS PURCHASED BY APPLICANT. THE MAXIMUM LIABILITY OF CENTRAL UNITED COOPERATIVE SHALL BE LIMITED TO THE PURCHASE PRICE OF THE GOODS PURCHASED.

The information provided by Applicant in this application is true and correct. Central United Cooperative is hereby authorized to check Applicant's credit and employment history, including obtaining a credit report on the Applicants, and report Applicants performance under this Agreement to credit reporting agencies. Central United Cooperative is authorized to obtain periodic credit reports from time to time, but not more frequently than annually, to assess Applicant's continuing qualifications for credit privileges from Central United Cooperative.

Central United Cooperative shall charge sales tax on all purchases unless Applicant provides a tax exemption form.

REGULATION Z DISCLOSURES

Required by Federal Law. This disclosure is included as terms of the Credit Agreement.

When finance charge accrual starts?	A co-op patron has 30 days from the closing date (or according to invoice terms) to pay the new balance before **finance charges** will accrue on the account.
Is there a time period during which credit may be repaid without incurring a finance charge?	**Yes. Finance charges** will be imposed on any new purchases only if they are not paid in full by the end of the month following the closing date.
What is the finance charge rate?	A **periodic rate** of 1.5% **per month** is charged on all balances still owing on the 1st day of the second month following the month in which credit was extended. The **annual percentage rate is 18%.**
Method used to figure the balance on which the finance charge will be computed?	Credits and payments are deducted from the previous past due balance to arrive at the new past due balance on which the **finance charge** for the following month is computed.
How will the finance charge be determined?	**Finance charges** are computed on the average outstanding balance for the period.
Are there other charges in addition to the finance charge?	**None**. Except, however, the Co-op is also permitted to recover its attorneys fees and other costs associated with collecting amounts owed the Co-op as provided more fully below under recover of attorneys fees and collections costs.
Does the co-op take a security interest?	Usually not, but there are cases when the Co-op will request a perfected interest either in the things you are purchasing and/or in other collateral you have an interest in. If additional security is requested, it will secure previous credit extended plus credit extended in the future as well.
Does the Co-op have a first lien on your equity in the Co-op and the right to offset against it?	**Yes**. Part of the Co-op's earnings are distributed to qualifying patrons in the form of equities, which are eventually revolved according to policies established by the Board of Directors. The co-op's Articles of Incorporation give the Co-op a first lien on any equities you earn from patronizing the Co-op. The Co-op routinely offsets those equities against accounts that it considers uncollectible. The Co-op reserves the right to discount your equities if it exercises its right of offset.
Is there a point where your payment terms will be cash on delivery (COD) if your account is not paid?	**Yes**. Accounts must be paid in full within 25 days after the closing date, and if the account is not paid, you may be required to pay cash for purchases thereafter. In addition, the Co-op reserves the right to place any account holder on immediate COD anytime the Co-op has reasonable belief that repayment will not be made in accordance with the credit policy, or if the Co-op does not want to extend credit for any reason that is not otherwise unlawful. However, special credit arrangements can be made with the credit manager's approval.
Is there a minimum amount due?	**Yes**. The Co-op is not in the business of providing financing to its customers. The Co-op provides convenience credit, and the credit policy requires payment of the account in full by the 25th of the month following the closing date. The Co-op may, but is not obligated to, continue extending credit to those who do not pay their account in accordance with the Co-op's credit policy. Send payments to Central United Cooperative, PO Box 461, Winthrop, MN 55396.
When is there a default and when can the Co-op accelerate repayment of the entire amount owed? Can the Co-op stop extending credit before the occurrence of a default?	A default occurs upon the failure to pay any amounts owed within 25 days after the closing date. When default occurs, communication will be attempted to set up a payment or payment plan. If payment or plan cannot be agreed upon, then the account will be placed on C.O.D. (cash on delivery) and its credit privileges removed as well as any Co-op Cash Cards locked out. The Co-op reserve the right to revoke credit at any time per the credit manager's discretion.
L.P. Gas Tank Lease Cross Default	Any default in payment of the credit extended by the Co-op will trigger an immediate cross-default in your L.P. Gas tank lease, if any, in existence at the time of the default.

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By providing your cell number, email address and submitting this form, you agree to receiving text messages and emails from Central United Cooperative with information and offers. There is no additional charge from Central united Cooperative related to this service. Message and data rates may apply. You must be the mobile account holder. To stop this service at any time, just select the opt-out link. If you do not want to participate, please check here:

☐ **Text**

☐ **Email**

If Central United Cooperative approves this application, I agree that my signature constitutes my acceptance of this Credit Agreement.

Applicant's Signature Date

Other Applicant Signature *(when applicable)* Date

Central United Coop Signature Date

*If you think your bill is wrong or if you need more information about a transaction on your bill, write us on a separate sheet of paper at the address listed on the top of this Agreement. Write to us as soon as possible. We must hear from you no later than 60 days after we send you the first bill on which the error or problem appears. In your letter, give us the following information: Your name and account number; the dollar amount of the suspected error; describe the error and explain, if you can, why you believe there is an error; if you need more information, describe the item you're not sure about.

We will acknowledge your letter within 30 days, unless we have corrected the error by then. Billing errors do not include complaints about the quality of any goods or services. Within 90 days, we will either correct the error or explain why we believe the bill was correct. This Notice is not part of the Agreement, but instead a Notice advising you of your right to dispute billing errors.

IF BUSINESS APPLICANT, PLEASE COMPLETE THE FOLLOWING

PERSONAL GUARANTEE FOR CENTRAL UNITED COOPERATIVE

Each of the undersigned hereby guarantees full payment of all present and future indebtedness of the Applicant payable to Central United Cooperative. This guarantee is open and continuous and is given to induce Central United Cooperative to extend credit to the Applicant. This personal guarantee shall remain effective until revoked by the undersigned by notice in writing to Central United Cooperative. However, such a revocation shall be effective only as to amounts due which arise out of new contracts or transactions entered into more than 30 days after receipt of notice by Central United Cooperative. Such notice must be given by certified mail to Central United Cooperative. At any time Central United Cooperative may, without notice, extend credit to applicant or modify, renew, extend or compromise any indebtedness; take, subordinate or release any security interests; release applicant or any other guarantor from any liability for indebtedness and otherwise deal with applicant and other guarantors in any manner deemed fit, without waiving the effectiveness of this personal guaranty. Each guarantor waives presentment, demand, protests and notice of any kind. If there is more than one guarantor, the obligations are joint and several. Central United Cooperative may bring a separate action against any guarantor without first proceeding against the applicant, or any other person or security, and without pursuing any other remedy. In any proceeding to interpret or enforce this personal guarantee, Central United Cooperative shall be entitled to recover all of its costs and attorney fees from any personal guarantor. All notices regarding this personal guarantee must be sent to Central United Cooperative at PO Box 461; Winthrop MN 55396, or any other address requested by Central United Cooperative. Each guarantor hereby consents to the jurisdiction of the Courts of the State of Minnesota, County of Sibley, and the U.S. District Court for the District of Minnesota.

Guarantor Name and Title *(print)*

Guarantor Social Security Number

Guarantor Signature Date

Guarantor Name and Title *(print)*

Guarantor Social Security Number

Guarantor Signature Date

1. The number shown on this form is my correct Tax Payer 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 IRS 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 U.S. resident alien.

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

Please mail back completed form and properly signed application to:

Central United Cooperative, PO Box 461, Winthrop, MN 55396 or Phone: 507.232.1008 or email ar@centralunitedcoop.com