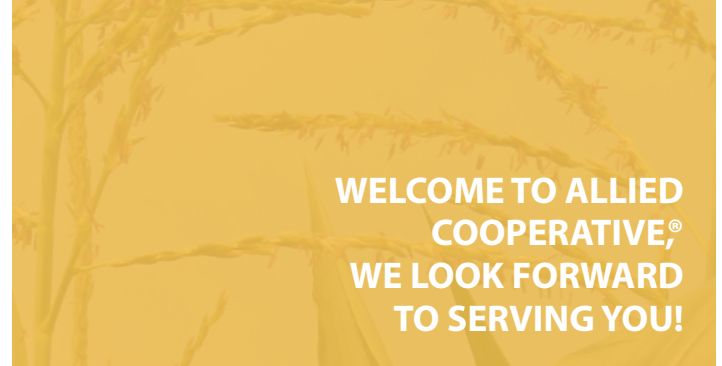


# ACCOUNT APPLICATION and AGREEMENT



Please return the completed and signed forms to:

**Allied Cooperative / Credit Department**

P.O. Box 729 • 540 S Main Street • Adams, WI 53910

Phone: 608-339-3394 • Toll Free 800-247-5679

If you have questions, please contact the

Credit Department at email [credit@allied.coop](mailto:credit@allied.coop)



# ACCOUNT APPLICATION and AGREEMENT



## Allied Cooperative

P.O. Box 729 • 540 S Main Street • Adams, WI 53910  
Phone: 608-339-3394 • 800-247-5679

PLEASE PRINT LEGIBLY and SIGN WHEN COMPLETE

### THIS BOX FOR OFFICE USE ONLY

Allied Employee Name:

Dept#/Location:

Customer #:

Credit Limit \$:

Approved by:

Date Approved

#### 1 PURPOSE OF ACCOUNT (select one)

☐ New Account (or) ☐ Update Existing Account

Monthly Credit Required:

#### 2 TYPE OF ACCOUNT (select one)

☐ Cash Account (or) ☐ Credit/Charge Account

#### 3 APPLICANT INFORMATION

☐ Individual Account (or) ☐ Business Account (select applicable):

☐ Sole Proprietorship (DBA):

☐ Corporation

☐ Governmental

☐ Limited Liability Company

☐ Non-Profit

☐ Other:

☐ Partnership

☐ Limited Liability Partnership

ALL APPLICANTS ARE SUBJECT TO CREDIT CHECKS. IF APPLICANT IS APPLYING FOR A BUSINESS ACCOUNT, THE AUTHORIZED PERSON COMPLETING THIS APPLICATION MUST ALSO PROVIDE THEIR NAME AND SOCIAL SECURITY NUMBER. SUCH PERSONS UNDERSTAND THEY ARE ALSO CONSIDERED TO BE AN APPLICANT AND THAT THEY WILL BE REQUIRED TO SIGN PERSONALLY AS A BORROWER. ALL BUSINESS ACCOUNTS MUST ATTACH A LIST OF EACH OWNER, WITH NAMES AND ADDRESSES OF THE OWNERS.

#### 4 PRIMARY APPLICANT BILLING INFORMATION (individual/guarantor)

Full Legal Name:

Title (if applicable):

Date of Birth: / /

SSN: - -

County:

Address:

P.O. Box:

City:

State:

Zip:

Years at present address:

☐ Rent ☐ Own

Phone:

Cell:

Email (for receiving statements):

Employer:

Years there:

Monthly gross income (excluding spouse):

☐ Married ☐ Unmarried

#### 5 CO-APPLICANT / PARTNER/SPOUSE INFORMATION (if applicable)

Full Legal Name:

Title (if applicable):

County:

Date of Birth: / /

SSN: - -

Relationship to Primary Applicant:

Address:

P.O. Box:

City:

State:

Zip:

Years at present address:

Phone:

Cell:

Email:

Employer:

Years there:

Monthly income:

#### 6 BUSINESS INFORMATION

Requires a primary applicant — please attach sheet for additional owners if applicable.

Business Name:

Federal Tax ID Number:

Address:

P.O. Box:

City:

State:

Zip:

Phone:

Cell:

Email:

Bank Name:

Bank City/State:

☐ Checking ☐ Operating Line of Credit

Acct Number:

Bank Phone:

#### 7 APPLICATION TYPE

Please indicate if anyone other than applicant has an ownership interest in the farm/business assets or livestock.

☐ Agronomy

☐ Feed

☐ Grain

☐ Retail/C-Store # of Cards

☐ Auto Parts

☐ Tires

☐ Hardware

☐ Fuel (complete section 8)

Farm/Business Operation Information: # of Acres Owned: # of Acres Rented: Crops Grown:

Livestock Type/# of Hd: Total Farm/Business Assets: Total Farm/Business Liabilities: Gross Sales:

#### 8 LP / FUEL APPLICANTS INFORMATION

☐ LP Gas ☐ Fuel Oil

LP Tank is:

☐ Owned by property owner

☐ Leased from Allied Cooperative

☐ Requesting new set from Allied Cooperative

Address:

City:

State:

Zip:

County:

Property is: ☐ Owned ☐ Rented If rented, name of Landlord:

Are you switching from a previous fuel or LP provider?

☐ Yes

☐ No

If yes, previous provider:

IN CONSIDERATION OF YOUR EXTENDING CREDIT AT MY REQUEST, I, THE UNDERSIGNED, HEREBY PERSONALLY GUARANTEE TO YOU THE PAYMENT AT 540 S. MAIN STREET, P.O. BOX 729, ADAMS, WISCONSIN OF ANY OBLIGATION OF THE COMPANY AND I HEREBY AGREE TO BIND MYSELF TO PAY YOU ON DEMAND ANY SUM WHICH MAY BECOME DUE TO YOU BY THE COMPANY WHENEVER THE COMPANY SHALL FAIL TO PAY THE SAME. IT IS UNDERSTOOD THAT THIS GUARANTY SHALL BE A CONTINUING AND IRREVOCABLE GUARANTY AND INDEMNITY FOR SUCH INDEBTEDNESS OF THE COMPANY. I DO HEREBY WAIVE NOTICE OF DEFAULT, NON-PAYMENT AND NOTICE THEREOF AND CONSENT TO ANY MODIFICATION OR RENEWAL OF THE CREDIT AGREEMENT HEREBY GUARANTEED. IN THE EVENT THAT COLLECTION BECOMES NECESSARY, I AGREE TO PAY ALL THE COOPERATIVE'S COSTS OF COLLECTION INCLUDING, BUT NOT LIMITED TO, ITS ACTUAL ATTORNEY'S FEES. I/WE STATE THAT THE INFORMATION ON THIS APPLICATION IS TRUE AND CORRECT TO THE BEST OF MY/OUR KNOWLEDGE. I/WE AUTHORIZE ALLIED COOPERATIVE TO INVESTIGATE OUR CREDIT WORTHINESS, CREDIT HISTORY AND FINANCIAL RESPONSIBILITIES THROUGH ANY CREDIT BUREAU OR BY DIRECT CONTACT WITH PAST OR PRESENT CREDITORS. I/WE HEREBY AUTHORIZE BANKS AND FINANCIAL INSTITUTIONS TO GIVE CREDIT INFORMATION TO ALLIED COOPERATIVE. IF THIS APPLICATION IS APPROVED FOR ACCOUNT CREDIT, I/WE AGREE TO PAY ACCORDING TO ALLIED COOPERATIVE'S CREDIT POLICY. IF APPLICANT IS A BUSINESS, BY SIGNING BELOW, YOU ATTEST AND ACKNOWLEDGE THAT THE APPLICANT IS A VALID BUSINESS ENTITY AND YOU ARE AUTHORIZED TO MAKE THIS APPLICATION ON BEHALF OF THE APPLICANT AND THAT ALL INFORMATION SUBMITTED IS COMPLETE AND ACCURATE.

**APPLICANT'S SIGNATURE(S) and DATE:** (required on all applications)

Applicant's Signature:

Date:

Co-Applicant or Partner's Signature:

Date:

# CREDIT TERMS AND CONDITIONS



The credit policy is applicable to all Allied Cooperative patrons.

1. All charges accrued in the billing month are due by the end of the following month.
2. Patrons will be furnished with a monthly statement for all purchases charged to their accounts. Any charges not paid by the end of the month will accrue an 18% APR finance charge (1.5% per month.)
3. Accounts having any portion of the outstanding balance exceeding 60 days will be placed on a cash only basis. Prompt action will be taken to collect any balance over 60 days old. Credit will not be reinstated until arrangements have been made with the credit manager. In the event that collections proceedings must be implemented to collect any balance past due, the customer will be subject to additional court costs and/or actual attorney fees where not prohibited by law. This agreement applies to all unpaid charges incurred prior to the date of this agreement and all future charges.
4. All patron accounts with a negative credit history with Allied Cooperative will be considered a cash only account. Therefore, all purchases or orders must be prepaid or paid for at the time of order.
6. All new accounts that are business, corporations, partnerships and LLC's will be required to give the cooperative personal guarantees. Both the credit application and personal guarantees must be signed before credit is granted.
7. Credit and debit cards accepted for prepay or received on account will be charged a convenience fee.
8. Any check or ACH returned for any reason will be charged a \$35.00 fee and immediately put on a cash only basis.
9. Allied Cooperative has the right to amend the terms and conditions of this credit policy and will do so in a manner to the extent required by applicable law.
10. As required by the Wisconsin Marital Property Reform Act: I/We are hereby notified that neither a marital property agreement (a unilateral statement under sec 766.59 Wis. stats.), nor a court decree (under sec. 766.70, Wis. stats.) will adversely affect Allied Cooperative, unless before the time-credit is granted, Allied Cooperative is furnished with a copy of such agreement or has actual knowledge of the adverse provision to the credit application. I agree that this account will be used in the best interest of my marriage/family and/or business.

I/we have read and understand this credit policy.

**APPLICANT'S SIGNATURE(S) and DATE:** (Required on all applications – all business applicant's must sign)

|                               |             |   |             |
|-------------------------------|-------------|---|-------------|
| Individual Signature: _____   | Date: _____ | Business Signature: _____                           | Date: _____ |
| Co-Applicant Signature: _____ | Date: _____ | Guarantor Signature (required if applicable): _____ | Date: _____ |

## ALLIED COOPERATIVE / CREDIT DEPARTMENT

P.O. Box 729 • 540 S Main Street • Adams, WI 53910

Phone: 608-339-3394 • Toll Free 800-247-5679

# PERSONAL GUARANTY



## FOR BUSINESS ACCOUNTS ONLY

All business applications must have a signed and dated personal guaranty attached.

Date: \_\_\_\_\_

I, \_\_\_\_\_, residing at \_\_\_\_\_, for and in consideration  
Owner or Principal Partner Home Address  
of your extending credit at my request to \_\_\_\_\_ (hereinafter referred to as the "Company"), of which I am  
Name of Company  
\_\_\_\_\_, hereby personally guarantee to you the payment at 540 S. Main St., PO Box 729, Adams, Wisconsin of any obligation of  
Title  
the Company and I hereby agree to bind myself to pay you on demand any sum which may become due to you by the Company whenever the Company shall fail to pay the same. It is understood that this guaranty shall be a continuing and irrevocable guaranty and indemnity for such indebtedness of the Company. I do hereby waive notice of default, non-payment and notice thereof and consent to any modification or renewal of the credit agreement hereby guaranteed. In the event that collection becomes necessary, I agree to pay all of the Co-op's costs of collection including, but not limited to, its actual Attorney's fees."

Signature: \_\_\_\_\_  
Owner/Primary/Officer

Print Name: \_\_\_\_\_

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

## ALLIED COOPERATIVE / CREDIT DEPARTMENT

P.O. Box 729 • 540 S Main Street • Adams, WI 53910  
Phone: 608-339-3394 • Toll Free 800-247-5679

# INDIVIDUAL CONSENT AND CERTIFICATION OF TAXPAYER I.D. NUMBER

**Allied Cooperative** P.O. Box 729 • 540 S Main Street • Adams, WI 53910  
Phone: 608-339-3394 Fax: 608-339-7068



|                                   |  |              |   |  |
|-----------------------------------|--|--------------|---|--|
| _____<br>Name as shown on account |  |              | _____<br>Taxpayer ID Number, SSN or EIN |  |
| _____<br>Mailing Address          |  |              | _____<br>Phone                          |  |
| _____<br>City                     |  |              | _____<br>Cell                           |  |
| _____<br>State                    |  | _____<br>Zip |   |  |
| _____<br>Birth Date               |  |              |   |  |

I hereby consent to include in my gross income, as now or hereafter provided in the federal income tax laws, the stated dollar amount of each written notice of allocation which I receive from Allied Cooperative with respect to my patronage occurring during the current and all subsequent taxable years of this cooperative. This consent shall be revocable by me at any time if in writing.

Certification - Under penalty of perjury, I certify that (1) the number shown on this form is my correct taxpayer identification number (or I am waiting for the 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 interests or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

Certification instructions: You must cross out items (2) above if you have been notified by the IRS that you are currently subject to backup withholding because of under reporting interest or dividends on your tax return. However, if after being notified by the IRS that you were subject to backup withholding, you received another notification from the IRS that you are 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 certification required to avoid backup withholding.

|                    |               |
|--------------------|---------------|
| _____<br>Signature | _____<br>Date |
|--------------------|---------------|



# Wisconsin Sales and Use Tax Exemption Certificate

Do not send this certificate to the Department of Revenue

Form  
S-211

**Purchaser:** Complete this certificate and give it to the seller.

**Seller:** If this certificate is not fully completed, you must charge sales tax. Keep this certificate as part of your records.

Check One ☒ Single Purchase

☐ Single Purchase

☐ Continuous

| Purchaser Information                            |      |  |                |
|--|------|--|----------------|
| Business Name                                    |      | Type of Business                               |                |
| Business Address                                 | City | State  | ZIP Code       |
| Purchaser's Tax ID Number                        |      |  | State of Issue |
| If no Tax ID Number, enter one of the following: | FEIN | Driver's License Number/State Issued ID Number | State of Issue |
| Seller Information                               |      |  |                |
| Name   |      |  |                |
| Address  | City | State  | ZIP Code       |

## Reason for Exemption

☐ **Resale** (Enter purchaser's seller's permit or use tax certificate number) \_\_\_\_\_

## Manufacturing and Biotechnology

- ☐ Tangible personal property (TPP) or item under s.77.52(1)(b) that is used exclusively and directly by a manufacturer in manufacturing an article of TPP or items or property under s.77.52(1)(b) or (c) that is destined for sale and that becomes an ingredient or component part of the article of TPP or items or property under s.77.52(1)(b) or (c) destined for sale or is consumed or destroyed or loses its identity in manufacturing the article of TPP or items or property under s.77.52(1)(b) or (c) destined for sale.
- ☐ Machines and specific processing equipment and repair parts or replacements thereof, exclusively and directly used by a manufacturer in manufacturing tangible personal property or items or property under s.77.52(1)(b) or (c) and safety attachments for those machines and equipment.
- ☐ The repair, service, alteration, fitting, cleaning, painting, coating, towing, inspection, and maintenance of machines and specific processing equipment, that the above purchaser would be authorized to purchase without sales or use tax, at the time the service is performed. Tools used to repair exempt machines are not exempt.
- ☐ Fuel and electricity consumed in manufacturing tangible personal property or items or property under s.77.52(1)(b) or (c) in this state.  
Percent of fuel exempt: \_\_\_\_\_ %      Percent of electricity exempt: \_\_\_\_\_ %
- ☐ Portion of the amount of fuel converted to steam for purposes of resale. Percent of fuel exempt: \_\_\_\_\_ %
- ☐ Property used exclusively and directly in qualified research, by persons engaged in manufacturing at a building assessed under s. 70.995, by persons engaged primarily in biotechnology in Wisconsin, or a combined group member conducting qualified research for another combined group member that meets these requirements.

## Farming

(To qualify for this exemption, the purchaser must use item(s) exclusively and directly in the business of farming, including dairy farming, agriculture, horticulture, floriculture, silviculture, beekeeping or custom farming services.)

- ☐ Tractors (except lawn and garden tractors), all-terrain vehicles (ATV) and farm machines, including accessories, attachments, and parts, lubricants, nonpowered equipment, and other tangible personal property or items or property under s.77.52(1)(b) or (c) that are used exclusively and directly, or are consumed or lose their identities in the business of farming. This includes services to the property and items above.
- ☐ Feed, seeds for planting, plants, fertilizer, soil conditioners, sprays, pesticides, and fungicides.
- ☐ Breeding and other livestock, poultry, farm work stock, bees, beehives and bee combs.
- ☐ Containers for fruits, vegetables, bee products, grain, hay, and silage (including containers used to transfer merchandise to customers), and plastic bags, sleeves, and sheeting used to store or cover hay and silage. Baling twine and baling wire.
- ☐ Animal waste containers or component parts thereof (may only mark certificate as "Single Purchase").
- ☐ Animal bedding, drugs for farm livestock or bees, and milk house supplies.



**Governmental Units and Other Exempt Entities**

Enter CES No., if applicable

- ☐ The United States and its unincorporated agencies and instrumentalities.
- ☐ Any federally recognized American Indian tribe or band in this state.
- ☐ Wisconsin state and local governmental units, including the State of Wisconsin or any agency thereof, Wisconsin counties, cities, villages, or towns, and Wisconsin public schools, school districts, universities, or technical college districts.
- ☐ Organizations meeting the requirements of section 501(c)(3) of the Internal Revenue Code. Wisconsin organizations must enter a CES number above.

**Other**

- ☐ Containers and other packaging, packing, and shipping materials, used to transfer merchandise to customers of the purchaser.
- ☐ Trailers and accessories, attachments, parts, supplies, materials, and service for motor trucks, tractors, and trailers which are used exclusively in common or contract carriage under LC, IC, or MC No. (if applicable) \_\_\_\_\_.
- ☐ Machines and specific processing equipment used exclusively and directly in a fertilizer blending, feed milling, or grain drying operation, including repair parts, replacements, and safety attachments.
- ☐ Building materials acquired solely for and used solely in the construction or repair of holding structures used for weighing and dropping feed or fertilizer ingredients into a mixer or for storage of such grain, if such structures are used in a fertilizer blending, feed milling, or grain drying operation.
- ☐ Tangible personal property purchased by a person who is licensed to operate a commercial radio or television station in Wisconsin, if the property is used exclusively and directly in the origination or integration of various sources of program material for commercial radio or television transmissions that are generally available to the public free of charge without a subscription or service agreement.
- ☐ Fuel and electricity consumed in the origination or integration of various sources of program material for commercial radio or television transmissions that are generally available to the public free of charge without a subscription or service agreement.  
Percent of fuel exempt: \_\_\_\_\_ %      Percent of electricity exempt: \_\_\_\_\_ %
- ☐ Tangible personal property and items, property and goods under s.77.52(1)(b), (c), and (d) to be resold by \_\_\_\_\_ on my behalf where \_\_\_\_\_ is registered to collect and remit sales tax to the Department of Revenue on such sales.
- ☐ Tangible personal property, property, items and goods under s.77.52(1)(b), (c), and (d), or services purchased by a Native American with enrollment # \_\_\_\_\_, who is enrolled with and resides on the \_\_\_\_\_ Reservation, where buyer will take possession of such property, items, goods, or services.
- ☐ Tangible personal property and items and property under s.77.52(1)(b) and (c) becoming a component of an industrial or municipal waste treatment facility, including replacement parts, chemicals, and supplies used or consumed in operating the facility. Caution: Do not check the "continuous" box at the top of page 1.
- ☐ Portion of the amount of electricity or natural gas used or consumed in an industrial waste treatment facility.  
(Percent of electricity or natural gas exempt \_\_\_\_\_ %)
- ☐ Electricity, natural gas, fuel oil, propane, coal, steam, corn, and wood (including wood pellets which are 100% wood) used for fuel for **residential or farm use**.
- |  | % of Electricity<br>Exempt | % of Natural Gas<br>Exempt | % of Fuel<br>Exempt |
|--|----------------------------|----------------------------|---------------------|
| <input type="checkbox"/> Residential ..... | _____ %                    | _____ %                    | _____ %             |
| <input type="checkbox"/> Farm .....        | _____ %                    | _____ %                    | _____ %             |
- Address Delivered: \_\_\_\_\_
- ☐ Percent of printed advertising material solely for out-of-state use. \_\_\_\_\_ %
- ☐ Catalogs, and the envelopes in which the catalogs are mailed, that are designed to advertise and promote the sale of merchandise or to advertise the services of individual business firms.
- ☐ Computers and servers used primarily to store copies of the product that are sent to a digital printer, a plate-making machine, or a printing press or are used primarily in prepress or postpress activities, by persons whose NAICS code is 323111, 323117, or 323120.
- ☐ Purchases from out-of-state sellers of tangible personal property that are temporarily stored, remain idle, and not used in this state and that are then delivered and used solely outside this state, by persons whose NAICS code is 323111, 323117, or 323120.
- ☐ Other purchases exempted by law. (State items and exemption). \_\_\_\_\_

*I declare that the information provided is complete and accurate to the best of my knowledge, and that the product(s) purchased will be used in the exempt manner indicated. If a product is not used in an exempt manner, I will remit use tax on the purchase price at the time of first taxable use. I understand that failure to remit the use tax may result in a future liability, including tax, interest, and penalty.*

CAUTION: Using this certificate to avoid paying sales tax may result in a fine of \$250 for each transaction for which the certificate is used

|                        |                    |       |      |
|------------------------|--------------------|-------|------|
| Signature of Purchaser | Print or Type Name | Title | Date |
|------------------------|--------------------|-------|------|



# YOUR RIGHTS TO DISPUTE BILLING ERRORS



This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

## **NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR BILL**

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 (at the address listed on your bill). In order to protect your rights, we must receive your letter no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, provide us with the following information:

- Your name and your 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 are unsure about.

## **YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE**

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question or report you as delinquent. We can continue to bill you for the amount in question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we did not make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write us within 10 days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we report you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we cannot collect the first \$50 of the questioned amount even if your bill was correct.

## **IMPORTANT NOTICE TO OUR AGRONOMY CUSTOMERS:**

Herbicide and pesticide pre-application and post-application information is available online at [www.allied.coop](http://www.allied.coop). Click on the AGRONOMY tab, then the link in the Crop Protection section.

If web access is not available and you would like a hard copy, call 608-339-3698, ext 2229 or toll free 800-331-3073, ext 2229.

**RETAIN THIS NOTICE FOR FUTURE USE.**

