

APPLICATION COVER SHEET AND INSTRUCTIONS

Central Farm Service thanks you for your interest in applying for credit with our cooperative organization. The following pages will need to be **completed in full, signed & dated**, and returned to us via mail, or e-mail scan to begin the process. In addition, if you qualify to **claim exemption from sales tax** on qualifying purchases, Central Farm Service must have a Form ST3 on file. Should you have any questions throughout the process, please call Sue Meyer at (507) 789-1157, or Mark Karlsrud at (507) 621-0614. You may also contact the credit team via e-mail at <u>credit@cfscoop.com</u>.

Below is some additional information regarding Central Farm Service:

- Central Farm Service was established on March 1, 2016, following the merger between Central Valley Co-op (headquartered in Owatonna, MN) and Watonwan Farm Service (WFS), headquartered in Truman, MN.
- We are a producer owned cooperative that is governed by a board of member directors and operated for the benefit of the patrons that we serve.
- Members in the cooperative earn equity in Central Farm Service and may receive annual dividends based on the type and amount of products purchased.
- Products offered through Central Farm Service include the following:
 - o Agronomy
 - o Refined Fuels
 - o Home heating oil and propane
 - o Cardtrol cards for our gas stations
 - o Grain sales and contracting services
 - o Feed

All information provided to Central Farm Service through the application process is kept in the strictest confidence. In addition, all social security numbers are encrypted in our computer system, and we are in full compliance with the Red Flag Rule to further protect your personal information. If you would prefer to not include your social security, or any identification number, you can call us, and we will enter it in our computer system.

Points of interest for filling out the application

- Application is only accepted via **scan email or by mail**. Photos of the completed application are not accepted.
- Please complete the application legibly and with as much information as possible.
- The name(s) on the application, consent form, and the ST3 **must be the same**.
- Signatures are required following each section of the application.
 - o If an individual account, sign as normal.
 - o If a **business** account, sign with your title (John Doe as President).
- Individuals require a **social security number (SSN) and date of birth** to be eligible for patronage.
- Businesses require a tax identification number (TIN) and date of origin to be eligible for patronage.
- Request for cash account or grain accounts are processed **without** pulling a credit bureau report (CBR) or any references.
- Cash accounts, or cash on delivery (COD), are determined by:
 - o Requested by applicant
 - o Type of business (temporary, out of state)
 - o CBR score
 - o History with CFS
- Credit accounts must be approved per guidelines:
 - o If not approved, your account will be entered as COD.
 - o Use Fair Trade designation since May 2020
 - o Will use references in absence of, or in addition to, CBR information.
- This application is used for membership, for credit, or for both.

Mail Completed Credit Application to: 44125 Hwy 56 Blvd Kenyon, MN 55946 Phone: (507) 789-1157 www.cfscoop.com



Office Use Only
Account No. _____
Date Approved_____
By Whom _____

CREDIT/MEMBERSHIP APPLICATION AND PAYMENT AGREEMENT

Check services being applied for:

Agronomy: 🗌 # o		_						
Feed: Type of L		- <u> </u>						
Home Heat: Fuel C								
Petroleum: Diesel			# of Cardtrol Ca	ırds:				
Grain: Contracting	Drying Oth							
			NFORMATION					
Sole Proprietor	🗌 General Partn	iership 🗌 Corpo	oration 🗌 LLC 🛛] Non-Profit 🗌] Limited Pa	artnership 🗌	Other:	
			te of Origin:					
Business Originat	ed (MM/DD/YYYY)		Federal TIN/S	SS#:		Birth Da	ate (MM/DD/YYY	Y):
Last Name:			First Name:				Middle Initi	al:
Business Name:		С	urrent Address:			City:		
State:	Zip:	County:			Years at	t Address:	Rent 🗌	Own 🗌
Previous Address	s (If less than 1 yea	ar):			City:			State:
Zip:	,, ,, ,, ,, ,, ,, ,, ,, ,, ,, ,, ,, ,, ,, ,, ,,	, County:			/	Yrs at Previo	us Address:	
Phone: ()		Cell Phon	vo: ()		Email:			
		Centrion		Desition	Linan.			
Present Employe	1.		# of Yrs <u>:</u>	Position:			Mo. Income:	
<u>0</u>	wners and Spou	use/Co-Applica	nt, Officers, G	uarantors, Me	embers or	<u>Partners (</u> P	LEASE LIST)	
	Name		Ti	itle	Social	Security	Date	e of Birth
Drimon Contact D	orcon			(Contact Nu	mbor (
Primary Contact P			Trede (Credi			mber (<u>)</u>		
-			Trade/Credi	t References				
		Name		ContactPerso	on	PhoneNum	per Fax	Number
Primary								
Other								
Other								
Authorization and Certific authority to bind the App days of such change. I une information it may requir	licant, for the purpose of derstand that CFS will ret	securing services from ain this application whe	CFS. applicant agrees to other or not it is approv	o notify CFS of any ma red. CFS is hereby auth	terial change in norized to: (a) ir	the information gi nvestigate your crea	iven on this Application dit worthiness, including	within ten (10) g obtaining any
credit reporting agency, a authorize release of all cr	and (b) obtain applicant's							
Payment Agreement: If C together with applicable I stated time period, CFS w including all of CFS' attor Applicant's credit limit or Agreement containing sig Applicant agrees that CFS to Applicant, and such ter	FINANCE CHARGES, and a ill be entitled to recover f ney fees. These credit te payment terms. I certify natures, or CFS's receipt ' then current Credit Terri	bide by all obligations in rom Applicant, in additi rms are subject to CFS that I am duly authoriz of an email acknowled ms and Conditions (curr	mposed by this Agreen on to its charges, comp ' continued or annual ed to sign this Agreem gement assenting to th rent copy as of the date	nent and all terms of C ound interest at the h review / approval. CFS ent and to thereby bin is Agreement, shall be	FS's credit plan ighest legal rate 5 may in its sol id the person(s e deemed origin	and policy. If Appli e not to exceed 1.55 e discretion, chang) on whose behalf I nal signatures for a	icant fails to pay any inv %per month, plus all cos ge credit terms and esta I am signing. A facsimile II purposes related to tl	oice within the sts of collection ablish or revise or scan of this his Agreement.
Agricultural Pro	ducer 🗌 Yes		D					

To: CFS, Chairman of the Board of Directors

Please accept this request for membership in Central Farm Service. I/We meet the requirements of membership as stated in Article III, Sec. 3.2, Qualifications of Membership of the Articles of Organization of Central Farm Service. I/We further consent that the amount of any patronage refunds with respect to business with CFS, which are made in written notices of allocation (as defined in 25 U.S.C. 1388) and which are received from the cooperative, will be considered at their stated dollar amounts in the manner provided in 26 U.S.C. 1385 in the taxable year received. I have read and agree to the CFS Credit Terms and Conditions.

Applicant's Signature	Date	Co-Applicant's Signature	
		Page 1 of 2	

				/ /
Name as shown on Federal Tax Return	(Taxpayer ID No	o., SSN or EIN)		Birth Date
Mailing Address	City	County	State	Zip Code

Exemption from FATCA reporting code (if any)

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 Central Farm Service, with respect to my patronage occurring during the current and all subsequent taxable years of their cooperative. This consent shall be revocable by me at any time if in writing.

<u>Certification</u> – Under penalties of perjury, I certify that: (1) The number shown on the form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); (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; (3) I am a U.S. citizen or other **U.S.** person; and (4) the FATCA code entered on this form (if any) indicating that the taxpayer identified above is exempt from FATCA reporting is correct. You are considered a U.S. person if you are: (1) An individual who is a U.S. citizen or U.S. resident alien; (2) A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States; (3) An estate (other than a foreign estate); or (4) A domestic trust (as defined in Regulations section 301.7701-7).

<u>Certification Instructions</u> – You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting 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 your consent to any provision of this document other than the certification required to avoid backup withholding.

Signature

Date

Phone Number

PLEASE COMPLETE THE PERSONAL GUARANTY AGREEMENT IF ENTITY APPLICANT

PERSONAL GUA	ARANTY AGREEMENT
(if transacting business	other than a sole proprietor)
l, (name(s)) (collectively, " <u>Gu</u>	arantor") residing at (address)
for and in consideration	on of your extending credit to
Credit/Membership Application and Payment Agreement or otherwise, and (to CFS by the Company, whenever the Company shall fail to pay the same. Gu and irrevocable personal guaranty of payment and indemnity for all indebte payment and notice hereof and consent to any modification or renewal of th	hereby unconditionally: (a) individua to of any and all obligation of the Company to CFS of any nature, whether under th b) agree to pay to CFS on written demand, any and all sums which may become di uarantor agrees that this Personal Guaranty Agreement (" <u>PGA</u> ") shall be a continui edness of the Company to CFS. Guarantor hereby waives: (c) notice of default, no he credit agreement / arrangement hereby guaranteed; (d) any defense based on obligations; and (d) presentment, demand for payment by the Company or anyon
GUARANTOR AGREES TO BE PERSONALLY AND INDIVIDUALLY RESPONSIBLE F CFS. THIS IS AN UNQUALIFIED GUARANTY OF PAYMENT AND NOT MERELY PER pay reasonable attorney's fees and all other costs and expenses incurred by this PGA. This PGA: (i) is delivered in and made in and shall in all respects be c	OR PAYMENT OF ALL OBLIGATIONS INCURRED AND UNPAID BY SUCH COMPANY TREORMANCE. In addition to the amounts guaranteed hereunder, Guarantor agrees CFS in enforcing this PGA or in any action or proceeding arising out of, or relating to onstrued pursuant to the laws of the State of Minnesota; and (ii) and each and even ministrators, representatives, successors and assigns and shall inure to the benefit
Explanation of Personal Obligation	
	future as a result of charges made by the Company on its charge account with CFS. redit obligation even though you may not be entitled to any of the goods, services
(c) You may be sued in court for the payment of the amount due und working or have funds to pay the amount due.	er this consumer credit transaction even though the Company named above may
(d) This explanation is not the agreement under which you are obligate terms of your obligations.	d, and the guaranty or agreement you have executed must be consulted for the exa
(e) You are entitled now, or at any time, to one free copy of any docur	nent you sign evidencing this transaction.
Guarantor Signature and Title Date	Guarantor Signature and Title Date

CENTRAL FARM SERVICE – CREDIT TERMS & CONDITIONS

The following terms and conditions constitute the legally binding contracts between Central Farm Service ("<u>CFS</u>") and the Patron. Review this information carefully. The following is also a listing of credit services and options that we offer. In all cases, a credit application must be approved by CFS. CFS may change its credit terms relating to open-end accounts at any time in its sole discretion.

I. Open Account

- A. Purchases will be billed monthly. The billing cycle closing date is the end of each month, when an itemized statement will be sent.
- B. Minimum periodic payment is payment in full of the balance appearing on the current statement of account, on or before the 20th day of the month of receipt of your statement. Each payment shall be applied first to any unpaid finance charge, then to merchandise and services purchased.
- C. A finance charge of 1.5 % per month (annual rate of eighteen percent (18%) per year) will be applied to that part of any previous balance that on the statement due date was unpaid. Patron agrees to pay for all collection costs, court costs, and attorney's fees to pursue payment of Patron's debt in the event that payment is not received when due.
- D. CFS, pursuant to its Articles of Incorporation and Bylaws, has a security interest on the capital stock and/or equities of CFS held by any Patron for any debt due by that Patron that is deemed uncollectable by CFS.

II. Cardtrol Cards

- A. Local cards may be used only at CFS pump locations. Card can be used only for gas and fuel at the pump island, 24 hours daily. Patron shall be provided a card with instructions upon approval of Patron's application, at the sole discretion of CFS.
- B. Credit terms are net 20 days. Cardtrol cards will be locked out on past due accounts or when credit limits are exceeded.
- C. Patron agrees to notify CFS immediately if any Cardtrol card issued on your account is lost, stolen, or otherwise used in a manner not authorized by Patron. Patron may be liable for the unauthorized use of Patron's card(s). Patron will not be liable for unauthorized use that occurs after notification of the loss, theft, or possible unauthorized use by calling the Owatonna office at (507) 451-1230 or the Truman office at (507) 776-2831.

III. Pre-payment Plan. Patron's regular charge accounts must be current to take advantage of this plan. All purchases are applied to Patron's credit balance. Cash discounts that apply will be given. Patron cannot advance, pay more than their total annual purchases.

IV. Accounts Past Due 20 Days. Payments for purchases made are due twenty (20) days after purchases are billed by CFS to a Patron. For example, all charges in November will be billed on 11/30 and are due 12/20. If not received by 12/20, account is past due.

- A. Patrons who are past due and placed on a cash on delivery ("<u>COD</u>") basis and will receive a reminder by email, letter, phone or conversation. If no response is received, Patron will receive a "Final Notice of Payment Due."
- B. If at this point no payment or communication has taken place, legal action will be taken. To prevent this, please communicate with us we want to work with you. The Owatonna office number is (507) 451- 1230 or the Truman office number is (507) 776-2831.
- C. If a Patron's account is COD, closed, over 90 days old or in collection, CFS may choose to no longer deliver to that Patron unless Patron has paid for the product ordered at the main office at least 24 hours prior to delivery. Credit may be re-established only with a new credit application and evidence of responsible credit history.
- D. Patron agrees that failure to pay any invoice in full, without prior approval of CFS, may result in cancellation of credit. Failure to pay any invoice in full within payment terms of an invoice may result in all outstanding amounts due becoming due regardless of terms.

V. Financial Information/Security Interests

- A. Patrons requesting a credit limit of \$25,000 or more, CFS may request a current financial statement at time of application and may request updates from time to time during the term. Failure to comply could result in loss of credit with CFS. Relationships with entities other than sole proprietorships will require a personal guarantee on behalf of all individuals with an ownership interest in the entity greater than 10%.
- B. CFS reserves the right to file a UCC-1 Agricultural Supplier Input Lien covering farm products associated with the indebtedness of the Patron and to file a CNS-1 Effective Financing Statement and/or give Buyers notice of CFS security interest should one arise. Patron agrees to execute any and all CNS-1 Effective Financing Statements requested by CFS.

VI. Warranty Disclaimer. Except as specifically set forth in a writing signed by the President of CFS, CFS makes no express or implied warranties in connection with its goods or services, and CFS SPECIFICALLY DISCLAIMS ALL WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE.

VII. Limitations. THE MAXIMUM LIABILITY OF CFS TO PATRON SHALL BE LIMITED TO THE PURCHASE PRICE OF THE SERVICES OR GOODS PURCHASED. PATRON AGREES THAT IN NO EVENT SHALL CFS HAVE ANY LIABILITY FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF THE GOODS OR SERVICES PURCHASED BY PATRON. Unless prohibited by applicable law, all claims against CFS for a potential or actual loss must be made in writing and received by CFS within ninety (90) days of the event giving rise to claim, and the failure to give CFS timely notice shall be a complete defense to any suit or action commenced by Patron. CFS shall only be liable for its negligent acts, which are the direct and proximate cause of any injury to Patron, including loss or damage to Patron's goods, and CFS shall in no event be liable for the acts of third parties.

VIII. General. These terms and conditions may only be modified or amended in writing signed by Patron and CFS; any attempt to unilaterally modify or amend same shall be null and void. If any paragraph(s) or portion(s) hereof is found to be invalid or unenforceable, then the remainder hereof shall remain in full force and effect. CFS' decision to waive any provision herein, by conduct or otherwise, shall not be deemed to be a further or continuing waiver of such provision or to otherwise waive or invalidate any other provision. These terms and conditions shall be construed according to the laws of the State of Minnesota without giving consideration to principals of conflict of law. Patron (a) irrevocably consent to the jurisdiction of the United States District Court and the State courts of Minnesota; (b) agrees that any action relating to the products sold or services performed by CFS shall only be brought in said courts; (c) consent to the exercise of in person jurisdiction by said courts over it, and (d) agrees that any action to enforce a judgment may be instituted in any jurisdiction.

MINNESOTA REVENUE

Certificate of Exemption

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.

This is a blanket certificate, unless one of the boxes below is checked, and remains in force as long as the purchaser continues making purchases, or until otherwise cancelled by the purchaser.

	Exempt entity name		Project description
N	ame of purchaser		
B	usiness address	City	State Zip code
P	urchaser's tax ID number	State	of issue
lf	no tax ID number, FEIN	Driver's license nu	umber/State issued ID number
e	nter one of the following:	state of issue	number
N	ame of seller from whom you are purchasing, leasing or renting		
S	eller's address	City	State Zip code
	ype of business.		
	 01 Accommodation and food services 02 Agricultural, forestry, fishing, hunting 3 Construction 4 Finance and insurance 5 Information, publishing and communications 6 Manufacturing 7 Mining 8 Real estate 9 Rental and leasing 10 Retail trade 		11 Transportation and warehousing 12 Utilities 13 Wholesale trade 14 Business services 15 Professional services 16 Education and health-care services 17 Nonprofit organization 18 Government 19 Not a business (explain) 20 Other (explain)
	Reason for exemption. A Federal government (department)) 	J Agricultural production K Industrial production/manufacturing L Direct pay authorization M Multiple points of use (services, digital goods, or comput software delivered electronically) N Direct mail O Other (enter number from back page) P Percentage exemption Advertising (enter percentage) Utilities (enter percentage) Electricity (enter percentage)

Sig

Signature of authorized purchaser Print name here Title Date

Rev. 10/15

Forms and fact sheets are available on our website at www.revenue.state.mn.us