

MIDWAY CO-OP  
P.O. BOX 40  
Osborne, KS 67473  
(785) 346-5451 – PHONE  
(785) 346-2927 – FAX



www.midwaycoop.com

## ENTITY CREDIT APPLICATION

### ENTITY LEGAL INFORMATION

Entity Name:		Date:
Email*:	Corporate Address:	
City:	State:	ZIP Code:
Incorporated Date:	TIN:	Phone:

### STOCKHOLDER/MEMBER INFORMATION

Full Legal Name:		
Residence Address:		
City:	State:	ZIP Code:
Date of Birth:	SSN:	Phone:

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Residence Address:		
City:	State:	ZIP Code:
Date of Birth:	SSN:	Phone:

### REFERENCES:

PLEASE LIST ONE BANK AND ONE NON-BANK REFERENCE (NO RELATIVES)

Name	Account no.	Address	Phone

Amount of Monthly Credit Requested:		
Number of Fuel Cards Requested:		

\*All applicants that provide an email address will be enrolled in paperless documents unless otherwise requested.

\*\*Lost card(s) should be reported immediately to the Midway Co-op Service Station in Osborne.

Address: 707 N 1st St, Osborne, KS 67473  
Phone: 785-346-5812

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Applicant hereby authorizes Cooperative to contact credit-reporting agencies and the above-named references regarding Applicant's credit and financial responsibility for the purpose of obtaining credit and for review for the purpose of maintaining the credit relationship. Applicant directs the References to provide relevant information to the Company. Applicant agrees that as a condition of extension of credit, the Company may now or may hereafter require Applicant to submit verifiable financial statement(s) to the Company, and Company may further require Security Interests, Letters of Credit, Input Liens, or acceptable Guaranties, or such other instruments the Company deems necessary in its sole discretion. The Credit Patron also authorizes the Cooperative to exchange credit information concerning their account with (and answer questions and requests from) others, such as merchants and credit reporting agencies.

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.

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Patron Signature

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Co-Patron Signature

**\*\* Applications will not be considered complete without an accompanying Credit Agreement (See Page 3). \*\***

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## Credit Agreement

**CREDIT WILL NOT BE EXTENDED UNTIL THIS CREDIT AGREEMENT IS SIGNED BY CREDIT PATRON AND APPROVED BY THE COOPERATIVE.**

THIS AGREEMENT is made and entered into on the above stated date by the Credit **Patron** and Midway Co-op Association ("**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 association agrees, if this agreement is approved by the association, that it shall allow the Credit **Patron** to purchase goods and services on credit and Credit **Patron** agrees to regularly patronize the Cooperative and pay for any goods and services in accordance with this agreement.

### CREDIT AGREEMENT

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. Any balance not paid before the billing date, the last day of the month following the month of purchases, shall 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 of the last day of the billing cycle carried over from the prior month, and the minimum amount of such charge shall be \$1.00 per month.

### TERMINATION OF CREDIT

ALL ACCOUNTS subject to FINANCE CHARGE are considered past due and the Credit Patron will be on a CASH-ONLY basis. The Cooperative reserves the right to terminate credit sales to Credit Patron at any time without prior notification, and in addition thereto, no additional credit purchases will be allowed to any account that is past due.

### CHANGE OF 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 limitation of applicable law. This agreement may be changed by the Cooperative after (30) days notice before the effective date of the change.

### SECURITY FOR ACCOUNT

Any purchase (s) made pursuant to this agreement shall be secured by a security interest and lien in any investment the Credit Patron may have in the Cooperative. Investment means any certificates of indebtedness, note, stock or stock credits, or revolving fund credit or patronage ledger credit. The Credit Patron does not have the right to demand setoff of such investment on his account. Such an setoff may be made only at the discretion of the Board of Directors of the Cooperative. Any purchase(s) made pursuant to this agreement may also be secured by a separate security interest and lien on any goods sold. The Cooperative also retains the right to request a current financial statement or credit report at any time that it is deemed necessary to justify further extension of credit and the right to request a secured interest in the productions (crops, livestock, etc.) or property being enhanced by the extension of credit.

### COLLECTION ATTORNEY FEES

Credit 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, the 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 Credit Patron, the Cooperative may assume that the Credit Patron's spouse, children over the age of sixteen years, and employees, if any, are authorized to purchase goods or services and charge them to the Credit Patron's account.

\_\_\_\_\_  
Patron Signature

\_\_\_\_\_  
Co-Patron Signature

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.

Please advise the Cooperative if you wish any credit information regarding this account to be reported in the names of Credit Patron and Co-Patron.

Approved By:

Date: