

## Membership Application & Credit Agreement\*

- Application must be fully completed
- W-9 form must be completed by all account types
- Sales tax exemption form must be completed if applicable to you

OFFICE USE ONLY				Primary Applicant & DBA Name	
Approved: Yes	No Credit Limit: Rec'd by:		Individual Name:		
Producer: Yes	No Acct #:	Date:			
Sales person:				Mailing Address:	
		nformation:		City, State Zip:	
Credit Status:	Charge	Cash			
Type of account ap					
		Sole Proprietorship		Mobile Phone:	
		Corporation			
		Refined Fuel Heating Oil		Fax Number:	
		Monthly Credit		Email Address:	
Cardtrol Cards:	How many?	Limit Requested	\$		
	Business/Farm	n Information		Marital Status:	
Business Name:				Employer:	
				Phone:	
City, State Zip:				Position:	
Delivery Address:				Income/Month: (take home)	
City, State Zip:				(take nome)	
				How long:	
Main Dhanay				<u>Name &amp; Addr</u>	ress of nearest relative not living with you:
Mobile Phone:				Name:	
Fax Number:				A.1.1	
Email Address:					Phone:
	Type of O				Secondary Applicant
Hogs: Beef:		Iltry: Cash Crop:	Other:	Individual Name:	
		Cash crop			
Do you have crop insurance?				Mailing Address:	
If yes, name of insurance company:				City, State Zip:	
How many animals?				Social Security #:	
Acreage total:				Home Phone:	
Total acres owned:				Mobile Phone:	
Total acres rented:				Fax Number:	
Mortgage and Lender Information				Email Address:	
Mortgage Holder(s)/	Landlord Contac	ct Person(s) Pl	none Number(s)	Date of Birth:	
				Marital Status:	
				Employer:	
L				Phone:	
	heck here if you w nts and invoices b	ould like to receive y	our	Position:	
	na anu mvoices D	y ə-man.		Income/Month:	
I hereby authorize the bank(s)/mortgage holder(s)/lender(s) named herein				(take home)	
to release information required for the purpose of obtaining and/or reviewing my personal/farm/company credit from time-to-time.				How long:	
Signature			Date		

Credit/Business/Trade Reference 1		Credit/Business/Trade Reference 2	
Company Name:		Company Name:	
Mailing Address:		Mailing Address:	
City, State Zip:		City, State Zip:	
Phone Number:		Phone Number:	
Fax Number:		Fax Number:	
Email Address:		Email Address:	
Type of Account:		Type of Account:	
Credit/Business/Trade Reference 3		Cree	dit/Business/Trade Reference 4
Company Name:		Company Name:	
Company Name: Mailing Address:		Company Name:	
		-	
Mailing Address:		Mailing Address:	
Mailing Address: City, State Zip:		Mailing Address: City, State Zip:	
Mailing Address: City, State Zip: Phone Number:		Mailing Address: City, State Zip: Phone Number:	
Mailing Address: City, State Zip: Phone Number: Fax Number:		Mailing Address: City, State Zip: Phone Number: Fax Number:	
Mailing Address: City, State Zip: Phone Number: Fax Number: Email Address:	Agree	Mailing Address: City, State Zip: Phone Number: Fax Number: Email Address:	

- All purchases made one month must be paid in full by the last day of the following month. Payments can be paid at any United Cooperative location. Cash/C.O.D. restrictions may be placed on any past due account. Applicant agrees to pay the account promptly within terms stated. A FINANCE CHARGE OF ONE AND A HALF PERCENT (1.5%) PER MONTH, OR EIGHTEEN PERCENT (18%) PER ANNUM OR THE HIGHEST LEGAL RATE, MAY BE ASSESSED ON DELINQUENT ACCOUNTS. Any payment or credit will be applied to the oldest amount owed.
- 2. Applicant understands that they must notify United Cooperative in writing, and by certified mail of any change in ownership, the name or the farm/business structure under which credit is established.
- Applicant agrees to examine immediately upon receipt, all goods delivered by United Cooperative, and to advise United Cooperative
  of any disputed goods or transactions within seven (7) working days of receipt, together with a written statement specifying the reason
  for such dispute. Failure to notify United Cooperative of any dispute with respect to defective goods shall constitute a waiver of all such
  disputes.
- 4. Applicant agrees to examine immediately upon receipt each of United Cooperative's invoices, and to advise United Cooperative of any disputed invoices within sixty (60) days of receipt, together with a written statement specifying the reason for such dispute. Failure to notify United Cooperative of any dispute with respect to billing shall constitute a waiver of all such disputes.
- 5. Applicant further expressly agrees that it shall be liable and pay all attorneys' fees, collection costs and court fees, and any other expenses, whether or not incurred in connection with litigation, including but not limited to attorneys' fees and costs associated with the enforcement of any of the terms of this Application and attorneys' fees and costs resulting from a default under this Application.
- 6. Applicant agrees this Agreement and all questions relating to its interpretation, performance, enforcement, and the rights and remedies of the parties hereto shall be construed and determined in accordance with the laws of and in the courts of the State of Wisconsin.
- 7. Applicant agrees that any and all issues, claims, questions, or disputes regarding the interpretation, performance, and enforceability of this Agreement, the rights and remedies of the parties hereunder, and all related actions or counterclaims shall be initiated and prosecuted solely in state or federal court in Wisconsin. Applicant (1) submits to the jurisdiction of such court, (2) waives the defense of an inconvenient forum, (3) agrees that valid consent to service may be made by mailing or delivery of such service to the Secretary of State or other appropriate agency or to the Applicant at the Applicant's last known address, if personal service delivery cannot be easily effected, and (4) authorizes and directs the agent to accept such service in the event that personal service delivery cannot easily be effected.
- 8. United Cooperative reserves its right, at its sole discretion and without notice, to cancel all available credit and refuse to make future advances. Said cancellation shall not affect my obligation to pay an existing balance.
- 9. By submitting this application, Applicant authorizes United Cooperative to make inquiries into the banking and credit/business/trade references that Applicant has supplied.
- 10. United Cooperative shall have the right to set-off any outstanding account balance (whether or not in default) with proceeds from the sale of grain or other products brought by Applicant to United Cooperative for sale or storage.
- 11. Any provision of this Agreement that shall be prohibited or unenforceable shall be deemed ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement.
- 12. The person(s) executing this agreement has authority to bind the Applicant and is authorized by the Applicant to enter into the credit application terms and conditions.
- 13. Each person executing this Application represents and warrants that the information stated in this Application is correct to each person's knowledge.

<ol> <li>A faxed copy of this Application and faxed signatures shall be deemed to have the same effect as and be considered the same as an original signature. This Application may be executed in one or more counterparts all of which when taken together constitute one and the same instruments. A signed counterpart is as binding as an original.</li> <li>This Agreement shall not be modified, amended or supplemented and no provision of this Agreement shall be waived, except by an agreement in writing signed by the parties hereto. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. This Agreement shall not be assignable by Applicant without the prior written consent of United Cooperative.</li> <li>By signing below, the Applicant agrees and consents to United Cooperative or their respective designees obtaining credit reports on Applicant from credit reporting agencies or requesting current updated financial statements in connection with this Application, continuation of the credit provided herein, or pursuant to a subsequent application or request, reviewing Applicant's account, and assisting in taking collection activity, and otherwise investigate the credit of Applicant, and hereby instructs all credit reporting agencies to provide United Cooperative or their respective designees with such reports upon request. Applicant further agrees to execute such other documents as may be deemed necessary by any credit reporting agency to effectuate the foregoing.</li> <li>APPLICANT AND EACH SIGNATORY AGREES TO AND EXPRESSLY ACKNOWLEDGES THAT APPLICANT AND EACH SIGNATORY HAS READ AND FULL UNDERSTANDS THE TERMS AND CONDITIONS CONTAINED IN THIS CREDIT APPLICATION.</li> </ol>						
Applica	nt Signature(s)					
Signature:	Signature:					
Print Name:	Print Name:					
Title:	Title:					
Date:	Date:					
Required of all corporations, LLCs or LPs in business, and all general partnerships and sole proprietorships. Guarantor must be owner/sole proprietor, general partner, limited partner, member of LLC, shareholder of corporation, or corporate officer and acts as Guarantor in his/her individual capacity.  If an account is opened in response to the foregoing application, in consideration of United Cooperative granting to Applicant the account, the undersigned guarantor ("Guarantor") hereby unconditionally, absolutely and irrevocably guarantees the prompt and full payment and performance of all of Applicant's obligations under the agreement establishing the account (the "Agreement"), and further agrees, in the event of any default under the Agreement, to pay the total balance due on the account under demand, without requiring United Cooperative to make demand and/or proceed first to enforce the Agreement against Applicant. Guarantor ravies presentment, demand, protest and notice of any kind, including but not limited to, notice of any modifications, amendments, or extensions of the Agreement, and of Applicant's nonperformance or breach of the Agreement. The payment obligations of Guarantor are the direct, primary, and continuing obligations of Guarantor and Guarantor heirs, successors and assigns, and not merely a guaranty of collection. If there is more than one Guarantor, their obligations are joint and several.  By signing below, the Guarantor also agrees and consents, individually and not on behalf of Applicant, that United Cooperative or their respective designees may obtain credit reports on Guarantor from credit reporting agencies in connection with the application, continuation of the credit provided herein, or pursuant to a subsequent application or request, reviewing Applicant's account, and assisting in taking collection activity, and otherwise investigate the credit of Guarantor, and hereby instructs all credit reporting agencies to provide United Cooperative with such reports upon request. Guarantor fur						
Signature:	Signature:					
Print Name:	Print Name:					
Date:	Date:					
FAMILY PURPOSE STATEMENT (For Married Wisconsin Resident): The credit being applied for, if granted, will be incurred in the interest of my marriage and family. I understand that the creditor may be required by law to give notice of this credit transaction to my spouse.						
Signature:	Signature:					
Print Name:	Print Name:					
Date:	Date:					

Agreement (Cont.)