



2327 W. VETERANS PKWY • P.O. BOX 988
MARSHFIELD, WI 54449
800-236-1041 • FAX 715-687-4126

APPLICATION FOR OPEN ACCOUNT CREDIT & AGREEMENT

(ALSO FOR USE IN REINSTATEMENT OF CREDIT PRIVILEGES OR INCREASES IN CREDIT LINE)

ACCOUNT TYPE:

- Agricultural
- Governmental
- Consumer
- Commercial
- Other _____

ORGANIZATION TYPE:

- Sole Proprietorship
- Corporation
- Partnership
- Non-Profit
- Limit Liability Company
- Limit Liability Partnership
- Governmental
- Other _____

Amount of Credit Anticipated to be Needed \$ _____

PUMP 24 GAS CHARGE CARDS

of cards requested _____

- Auburndale
- Colby
- Chili
- Pittsville
- Stratford

Please check the departments you plan to purchase from:

- Agronomy
- Propane (L.P. gas)
- Petroleum/Heating Oil
- Feed
- Service Station
- Convenience Store
- Lawn Care Service
- Other _____

CONSUMER/SOLE PROPRIETORSHIP

LAST NAME (LEGAL)				FIRST NAME	INITIAL	EMAIL	SOCIAL SECURITY NO.	PHONE	DATE OF BIRTH (USED FOR EQUITY REVOLVEMENT)
STREET ADDRESS				CITY	STATE	ZIP	YEARS AT PRESENT ADDRESS <input type="checkbox"/> OWN <input type="checkbox"/> RENT		
PREVIOUS ADDRESS (IF LESS THAN 2 YEARS)				CITY	STATE	ZIP	# YEARS	# OF DEPENDENTS (INCLUDE YOURSELF)	
EMPLOYER	YEARS THERE	POSITION (IF SELF EMPLOYED-NATURE OF BUSINESS)				MONTHLY GROSS INCOME (EXCLUDE SPOUSE)			

CO-APPLICANT

COMPLETE THIS PART ONLY IF: (1) Another person will use the account. Such person must also sign the application and will be jointly obligated on the account. OR (2) You are relying on income derived from a spouse or former spouse including child support, alimony or maintenance payments for repayment of the account.

LAST NAME	FIRST NAME	INITIAL	SOCIAL SECURITY NUMBER	DATE OF BIRTH	RELATIONSHIP TO APPLICANT
ADDRESS	CITY	STATE	ZIP CODE	YEARS THERE	PHONE NUMBER ()
EMPLOYER	YEARS THERE	POSITION	MONTHLY INCOME \$		

SPOUSE

MARRIED UNMARRIED COMPLETE THIS SECTION IF APPLICANT IS MARRIED.

NAME OF SPOUSE	ADDRESS
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NOTICE TO MARRIED APPLICANTS: No provision of any marital property agreement, unilateral statement under s.766.59, Wis. Stats., or court decree under s.766.70 adversely affects the interest of the creditor unless the creditor, prior to the time the credit is granted or an open-end credit plan is entered into, is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision when the obligation to said creditor is incurred.

For married Wisconsin resident: If I am married, a Wisconsin resident, and applying for an individual account, I agree that credit extended under this account if granted, will be incurred in the interest of my marriage or family.

BUSINESS

BUSINESS LEGAL NAME	PHONE	CONTACT PERSON/POSITION	
	TIN	DATE OF FORMATION	FORMED UNDER STATE LAW OF
ADDRESS	CITY	STATE	ZIP
IS BUSINESS A SUBSIDIARY OR FRANCHISE? <input type="checkbox"/> Yes <input type="checkbox"/> No	IF YES, NAME OF PARENT OR FRANCHISOR		ITS ADDRESS
LENGTH OF TIME OF PRESENT OWNERSHIP: _____ years _____ months	PREVIOUS CUSTOMER: <input type="checkbox"/> Yes <input type="checkbox"/> No	UNDER WHAT NAME:	
NAME & TITLE	HOME ADDRESS	CITY, STATE, ZIP	SOCIAL SECURITY NUMBER % SHARES OWNED
NAME & TITLE	HOME ADDRESS	CITY, STATE, ZIP	SOCIAL SECURITY NUMBER % SHARES OWNED
NAME & TITLE	HOME ADDRESS	CITY, STATE, ZIP	SOCIAL SECURITY NUMBER % SHARES OWNED

(Please attach additional sheets as needed for other officers, shareholders, partners or proprietors)

TRADE/CREDIT REFERENCES (See indemnification provision on the reverse side here of.)

LANDLORD / MORTGAGE HOLDER / BANK	ADDRESS	TELEPHONE #
SUPPLIER	ADDRESS	TELEPHONE #
SUPPLIER	ADDRESS	TELEPHONE #

BUSINESS/FARM OPERATION INFORMATION

# of Acres Owned _____	Live Stock Raised	# of Hd.
# of Acres Rented _____	<input type="checkbox"/> Dairy (Milking)	_____
Crops Grown _____	<input type="checkbox"/> Hogs	_____
	<input type="checkbox"/> Steers	_____
	<input type="checkbox"/> Other _____	_____
TOTAL FARM/BUSINESS ASSETS \$ _____	TOTAL FARM/BUSINESS LIABILITIES \$ _____	GROSS SALES _____

EVERYTHING THAT I HAVE STATED IN THIS APPLICATION IS CORRECT TO THE BEST OF MY KNOWLEDGE. THE UNDERSIGNED CONSENTS PROVISION PARTNERS COOPERATIVE OBTAINING A CONSUMER CREDIT REPORT ON THE GUARANTOR OF THIS ACCOUNT APPLICATIONS CREDIT WORTHINESS OF THE ABOVE MENTION BUSINESS, IN CONNECTIONS WITH THIS APPLICATION. I UNDERSTAND THAT YOU WILL RETAIN THIS APPLICATION WHETHER OR NOT IT IS APPROVED. THE APPLICANT GRANTS PERMISSION TO CO-OP AND ANY REFERENCE ABOVE NAMED TO ANSWER ANY CO-OP INQUIRY, AND THE APPLICANT SHALL INDEMNIFY AND HOLD THE CO-OP OR ANY REFERENCE HARMLESS FROM LITIGATION, CLAIMS, DAMAGES, OR JUDGMENTS BROUGHT BY APPLICANT OR BENEFICIARY FOR MAKING INQUIRIES WITH REFERENCES, ANSWERS FURNISHED BY REFERENCES, OR CO-OP'S DECISION NOT TO EXTEND CREDIT BASED ON THOSE ANSWERS. THE APPLICANT SHALL HOLD THE CO-OP HARMLESS FROM THE RECEIPT AND USE OF CREDIT REPORTS ABOUT THE APPLICANT OR THE APPLICANT'S GUARANTOR. I HAVE READ AND UNDERSTAND THIS AGREEMENT, INCLUDING THE REVERSE SIDE. FACSIMILE SIGNATURES OR AN ELECTRONIC REPLY TO AN E-MAIL FROM THE COOPERATIVE SHALL BE DEEMED ORIGINAL SIGNATURES FOR ALL PURPOSES RELATED TO THIS AGREEMENT. **IMPORTANT:** PLEASE REVIEW THE REVERSE SIDE OF THIS PAGE AND ATTACHED DOCUMENTS IF ANY BEFORE SIGNING THIS AGREEMENT.

I CERTIFY THAT I AM DULY AUTHORIZED TO SIGN THIS AGREEMENT AND TO THEREBY BIND THE PERSON(S) ON WHOSE BEHALF I AM SIGNING.

SIGN HERE X _____ Title _____ Date _____
Applicant's Signature (required)

X _____ Print name _____ Date _____
Primary Owner Signature Individually - Required for Corporation & Partnerships in addition to the Applicant's signature above

X _____ Title _____ Date _____
Co-Applicant's Signature

Wisconsin Consumer Act

All parties agree that this account is governed by the provisions of the Wisconsin Consumer Act, as amended unless exempted by §421.202, and the Co-op may amend the terms of this account with fifteen (15) days notice to the customer, except that notice of ninety (90) days is required for changes which are adverse to the customer with respect to outstanding balances, or which alters a permitted additional charge.

The Agreement

If the Co-op extends credit to the applicant, the applicant agrees to abide by all the terms of the Co-op's credit plan and policy as they are contained herein (including the reverse side and the attached pages) including those made by illustration under any disclosure contained herein. I/We will pay the price (including taxes) of goods and services charged to this account, together with applicable **FINANCE CHARGES**, and abide by other obligations imposed by this agreement. This agreement applies to all unpaid charges incurred prior to the date of this agreement and all future charges.

IF THIS APPLICATION IS FOR CREDIT TO A CORPORATION OR OTHER ORGANIZATION, I GUARANTEE AND AGREE, AS PROVIDED BY LAW, TO BE PERSONALLY RESPONSIBLE FOR PAYMENT OF ALL OBLIGATIONS INCURRED AND UNPAID BY SUCH ORGANIZATION. THIS IS A GUARANTEE OF PAYMENT AND NOT MERELY PERFORMANCE. I WAIVE NOTICE, PRESENTMENT AND/OR DEMAND FOR PAYMENT. THIS IS AN UNQUALIFIED GUARANTEE.

Explanation of Personal Obligation

- (a) You have agreed to pay amounts owing or to be owing in the future as a result of charges made by (name of customer) _____ on his or her charge account with (name of creditor) _____ in an amount not exceeding \$ _____.
- (b) You will be liable and fully responsible for payment of the above amount even though you may not be entitled to any of the goods, services or loan furnished thereunder. If you wish to terminate your guarantee with respect to future transactions, you must notify (name of creditor) _____ in writing.
- (c) You may be sued in court for the payment of the amount due under this consumer credit transaction even though the customer named above may be working or have funds to pay the amount due.
- (d) This explanation is not the agreement under which you are obligated, and the guaranty or agreement you have executed must be consulted for the exact terms of your obligations.
- (e) You are entitled now, or at any time, to one free copy of any document you sign evidencing this transaction.
- (f) The undersigned acknowledges receipt of an exact copy of this notice.

By _____ By _____ By _____

<u>This Agreement Includes the Entire Page</u>	
When finance charge accrual starts?	A co-op patron has 30 days from the closing date 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 owing finance charges first, and, second, 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?	The Co-op charges an NSF charge of \$35 per check. The Co-op may recover its attorneys fees and other costs associated with collecting amounts owed the Co-op as provided more fully below under recovery 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, and the Co-op has a right of offset plus the right to discount your equities in the event that the lien or offset rights are exercised. You cannot require the Co-op to exercise these lien or offset provisions.
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 30 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. Exceptions may be negotiated with the approval of the Co-op's management.
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 end 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 _____.
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 amount owed when due. If a default occurs, the Co-op reserves the right and may stop extending further credit at any time the Co-op is concerned that repayment of further amounts extended on credit are beyond your capacity to repay. In addition, if you do not cure a default within fifteen days after receiving written notice of the default, the Co-op may accelerate all amounts owed and sue for collection of the account plus all allowable costs, all in the discretion of management. The Co-op does not waive a right by failing to enforce a right under this agreement or any law.
L.P. Gas Tank Lease Cross Default	Any default if 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.

Credit Extension Agreement

TAX WITHHOLDING CERTIFICATE: Under penalties of perjury, the account holder certifies that:

(1) The taxpayer identification number shown on this form is the account holder's correct taxpayer identification number and (2) the account holder is not subject to backup withholding either because the account holder has not been notified that the account holder is subject to backup withholding as a result of a failure to report all interest or dividends, or because the Internal Revenue Service has notified the account holder that the account holder is no longer subject to backup withholding.

Failure to provide a taxpayer identification number may subject the account to backup withholding.

CONSENT TO DECLARATION OF PATRONAGE REFUNDS

By signing this agreement, I hereby consent to include in my gross income (or the gross income of the entity that I sign this form on behalf of), as now or hereafter provided in the federal income tax laws, the stated dollar amount of each written notice of allocation which I or it receives from the Pro-Vision Partners, with respect to my or its patronage occurring during the current and all subsequent taxable years of this cooperative. This individual consent shall be revocable by me or it at any time if in writing.

YOUR BILLING RIGHTS UNDER THE FAIR CREDIT BILLING ACT

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

1. 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). Write to us as soon as possible. We must hear from you 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, give us the following information: (1) Your name and account number (2) The dollar amount of the suspected error and (3) Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe item you are not sure about.

2. 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 you 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 didn't 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 to us within ten 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 reported 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 can't collect the first \$50 of the questioned amount, even if your bill was correct.

RECOVERY OF ATTORNEYS FEES AND COLLECTION COSTS: In the event the Co-op initiates collection proceedings to collect amounts due on open account for agricultural or commercial purchases, all costs of collection and reasonable attorney's fees incurred or paid by the Co-op in order to collect the amount due shall be added to the amount due and paid by Customer and unless prohibited by law. This agreement applies to all unpaid charges incurred prior to the date of this agreement and all future charges.

IDEMNIFICATION OF CO-OP FOR INQUIRING WITH EMLPOYMENT/TRADE/CREDIT REFERENCES: The applicant grants permission to Co-op and any reference above named to answer any Co-op inquiry, and the applicant shall indemnify and hold the Co-op or any references harmless from litigation, claims, damages, or judgements brought by applicant or beneficiary for making inquiries with references, answers furnished by references, or Co-op's decision not to extend credit based on those answers. The Applicant shall hold the Co-op harmless from the receipt and use of credit reports about the applicant or the applicant's guarantor.

YOUR FAILURE TO INFORM CO-OP OF ADDRESS CHANGES OR KEEP ADDRESS CURRENT: If you fail to keep your address current or inform the Co-op of changes in your address, you agree that the Co-op may deem any equity the Co-op previously allocated to you, that was not or is not called for payment or then payable, to be contributed from your account to the Co-op's unallocated surplus.

GRANT OF SECURITY AGREEMENT: If credit is approved and extended, the applicants grants a continuing security interest to Central Wisconsin Cooperative in all assets, including but not limited to all equipment, fixtures, livestock and inventories now owned or hereafter acquired, all offspring, all crops growing, to be grown and/or harvested; and for all the above the proceeds and accessions in value. The applicant authorizes the Cooperative to perfect its security interest by filing financing statements, notifying prospective buyers, and taking other necessary actions to perfect the Cooperative's security interest in all applicant's assets.

DISCLAIMER OF ALL WARRANTIES
THE CO-OP MAKES NO WARRANTY OF ITS PRODUCT, EXPRESS OR IMPLIED,
INCLUDING MERCHATABILITY AND FITNESS FOR A SPECIFIC PURPOSE,
EXCEPT AS OTHERWISE REQUIRED OR PROVIDED BY LAW