

ACCOUNT APPLICATION and AGREEMENT



ALLIED COOPERATIVE EMPLOYEE SUBMITTING OR HANDLING THIS APPLICATION FOR CUSTOMER?

Employee Name

Dept#/Allied Cooperative Location

WELCOME TO ALLIED COOPERATIVE®, WE LOOK FORWARD TO SERVING YOU!

APPLICATION INSTRUCTIONS:

All qualifying cash and credit customers are required to have an *Account Application and Agreement* on file with Allied Cooperative. Please complete and sign the application and *Individual Consent and Certification of Taxpayer I.D. Number card* (for individual accounts) or *W-9 form* (for business accounts). All forms must be completed and signed for Cash Accounts and/or Credit/Charge Accounts. By completing this application, and making purchases, you become a member of Allied Cooperative.

What is a CASH ACCOUNT?

Payment is due prior to delivery, or in most situations at time of order.

What is a CREDIT/CHARGE ACCOUNT?

ALLIED COOPERATIVES CREDIT POLICY IS BALANCE DUE NET-30 DAYS. The cooperative's credit policy cannot be used for financing crop inputs, feed, fuel, LP gas, etc. for long or short term. All customers needing credit terms beyond 30 days must show proof of financing from their bank, or apply for financing from one of the cooperative's loan programs available to qualifying applicants.

"THE CUSTOMER IS THE COMPANY"

One of the many benefits of doing business with your local cooperative is the return of patronage dividends to our customers. Patronage (your share of the yearly profits) is based on your yearly purchases and Allied Cooperative yearly profits.

Allied Cooperative's credit policy and application guidelines are set by the Cooperative's Board and enforced by management. Credit terms offered by Allied Cooperative are intended as convenience credit to co-op customers, and is not a right of being a member or for doing business. Allied Cooperative reserves the right to deny and to refuse to offer credit to any applicant.

If you have questions, please contact the Director of Credit, Ron DeMars at (608) 339-3394 ext. 2258, fax (608) 339-7068, or email rдемars@allied.coop

Original signatures are required for all applications. Because of this, we ask you to return the application in person at one of our Allied Cooperative office locations or mail to the address below.

UNSIGNED, INCOMPLETE, OR ILLEGIBLE APPLICATIONS WILL NOT BE CONSIDERED FOR AN ACCOUNT, AND WILL BE DENIED AND RETURNED TO YOU!

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 • Fax: (608) 339-7068

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OFFICE USE ONLY

Customer # _____
 Credit Limit \$ _____
 Approval _____
 Date _____

PLEASE PRINT LEGIBLY and SIGN WHEN COMPLETE

PURPOSE OF ACCOUNT (Select all that apply)

New Account
 Update Existing Account
 Cash Account
 Credit/Charge Account

APPLICANT INFORMATION

Individual Account
 Business Account (select applicable)
 Sole Proprietorship: DBA _____
 Limited Liability Company
 Partnership
 Corporation: Date of incorporation _____

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.

PRIMARY APPLICANT INFORMATION (individual/guarantor)

Full Legal Name: _____

Title (if applicable): _____

Date of Birth: / / SSN: - -

Address: _____ P.O. Box: _____

City: _____ State: _____ Zip: _____

County: _____

Phone: _____ Cell: _____

Email: _____ Fax: _____

CO-APPLICANT / PARTNER INFORMATION (if applicable)

Full Legal Name: _____

Title (if applicable): _____

Date of Birth: / / SSN: - -

Address: _____ P.O. Box: _____

City: _____ State: _____ Zip: _____

Relationship to Primary Applicant: _____

Phone: _____ Cell: _____

Email: _____ Fax: _____

BUSINESS INFORMATION (if applicable)

Business Name: _____

Federal Tax ID Number: _____

Tax Exempt Number: _____

Address: _____ P.O. Box: _____

City: _____ State: _____ Zip: _____

County: _____

Phone: _____ Cell: _____

Email: _____ Fax: _____

Bank Name: _____ Bank City/St: _____

Checking Operating Line of Credit Acct Number: _____

Bank Phone: _____ Bank Fax: _____

FARM / RETAIL APPLICANTS INFORMATION

Agromony **Auto Parts / Tires**
 Feed / Grain **Hardware**
 Farm Fuel (diesel/Gas/LP) **Convenience Store**

Estimate of Annual Purchases: \$ _____

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

LP Tank size: 125 Gallon 250 Gallon 320 Gallon
 500 Gallon 1,000 Gallon 100# Cylinder

Current delivery address: _____ County: _____

City: _____ State: _____ Zip: _____

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: _____

Previous delivery address: _____ County: _____

City: _____ State: _____ Zip: _____

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 POLICY



THE CREDIT POLICY IS APPLICABLE TO THOSE PATRONS FOR WHOM CREDIT HAS BEEN APPROVED, UPON COMPLETION OF THE APPROPRIATE CREDIT APPLICATION AND ANY OTHER PAPERWORK REQUIRED FOR SERVICES REQUESTED.

1. THE CLOSING DATE OF THE BILLING CYCLE WILL BE THE LAST DAY OF THE MONTH. ALL ACCOUNT BALANCES ARE DUE IN FULL BY THE 20TH DAY AFTER THE CLOSING DATE.
2. THESE CREDIT TERMS SHALL BE APPLICABLE TO PURCHASES OF GOODS AND SERVICES MADE BY PATRONS FROM TIME TO TIME FROM THE COOPERATIVE.
3. PATRONS WILL BE FURNISHED WITH A MONTHLY STATEMENT FOR ALL PURCHASES CHARGED TO THEIR ACCOUNTS. IF THE AMOUNT FOR WHICH CREDIT IS EXTENDED IS RECEIVED BY THE 20TH AFTER THE CLOSING DATE, A FINANCE CHARGE WILL NOT BE ASSESSED. IF THE AMOUNT FOR WHICH CREDIT IS EXTENDED IS NOT RECEIVED BY THE 20TH DAY AFTER CLOSING DATE, A FINANCE CHARGE ON THE PAST DUE BALANCE WILL BE ASSESSED. THE PAST DUE BALANCE IS COMPUTED BY DEDUCTING ALL CURRENT PAYMENTS AND CREDITS FROM THE PREVIOUS BALANCE. THE FINANCE CHARGE WILL BE COMPUTED BY APPLYING A PERIODIC RATE OF 1.5% PER MONTH AGAINST THE ENTIRE PAST DUE BALANCE (ANNUAL PERCENTAGE RATE OF 18%). PAYMENTS SHALL FIRST BE APPLIED TO UNPAID FINANCE CHARGES, THEN TO THE REMAINING OUTSTANDING BALANCE.
4. ALL AGRONOMY INPUT ORDERS FOR DELIVERY OR PICK-UP BY CUSTOMERS WITH A NEGATIVE CREDIT HISTORY WITH ALLIED COOPERATIVE (CONSIDERED A CASH ACCOUNT PER PARA. 5) MUST BE PREPAID OR BE PAID IN CASH AT THE TIME OF THE ORDER OR PICK-UP. CREDIT LIMITS WILL BE RESTRICTED TO THE PREPAID AMOUNT OR THE AMOUNT OF A CUSTOMER APPROVED LOAN. ADDITIONAL PREPAYMENT MUST BE MADE IN ORDER TO SECURE ADDITIONAL AGRONOMY PRODUCTS IN THE SAME SEASON.
5. 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 DIRECTOR OF CREDIT. IN THE EVENT THAT COLLECTIONS PROCEEDINGS MUST BE IMPLEMENTED TO COLLECT ANY BALANCE PAST DUE, THE CUSTOMER MAY 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.
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. ACCOUNTS ESTABLISHED BEFORE MARCH 1ST 2002, WILL BE GRANDFATHERED IN AS TO REQUIRING PERSONAL GUARANTEE. IF CREDIT MANAGEMENT DETERMINES THAT THE CREDIT RISK WARRANTS A PERSONAL GUARANTEE, THEY MAY REQUIRE ONE AT THAT TIME.
7. MANAGEMENT MAY REQUIRE CERTIFIED PAYMENTS AND/OR FURTHER LIMIT OR DISCONTINUE CREDIT TO ANY ACCOUNT AT ANY TIME. SPECIAL EMERGENCY EXTENSION OF CREDIT WILL BE CONSIDERED, BUT ARRANGEMENTS MUST BE MADE WITH MANAGEMENT.
8. ANY CHECK RETURNED FOR ANY REASON WILL BE CHARGED A \$35.00 FEE.
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: | Co-Applicant Signature: | Business Signature: | Guarantor Signature (required if applicable): |
| Date: | Date: | Date: | Date: |

ALLIED COOPERATIVE / CREDIT DEPARTMENT
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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: _____

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INDIVIDUAL CONSENT AND CERTIFICATION OF TAXPAYER I.D. NUMBER



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

| | | | | |
|--------------------------|-------|-----|--------------------------------|------|
| _____ | | | _____ | |
| Name as shown on account | | | Taxpayer ID Number, SSN or EIN | |
| _____ | | | _____ | |
| Mailing Address | | | Phone | Cell |
| _____ | | | _____ | |
| City | State | Zip | 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.

| | |
|-----------|-------|
| _____ | _____ |
| Signature | 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.

RETAIN THIS NOTICE FOR FUTURE USE.