



NuWay-K&H Cooperative
PO Box Q
Trimont, MN 56176

NuWay-K&H Cooperative
PO Box 188
Wesley, IA 50483

Trimont Office: 800-445-4118
Wesley Office: 800-244-6101
NuWay-KandH.com

CREDIT APPLICATION

Reason for Application (Check all that apply): Farm Account Propane/Refined Fuels Fuel Card(s)

Credit Amount Requesting: \$ _____

\$0 - \$2,500 Application Only

\$2,501 - \$25,000 Application Only

\$25,001 - \$100,000 Complete Application, 2 years of balance sheets and cash flows

Over \$100,001 Complete Application, 2 years of balance sheets and cash flows and tax returns

The applicant is: Individual Sole Proprietor Partnership Corporation LLC _____

Name of Account Manager/Salesman: _____

Entity Name:		Entity TIN:	
First Name:	MI:	Last Name:	
Mailing Address:			
Physical Address:			
City:		State:	Zip Code:
Home Phone:	Work Phone:		Cell Phone:
SSN:			
Date of Birth:		Marital Status: <input type="checkbox"/> Married <input type="checkbox"/> Single	
Present Employer:		Present Employer Address:	
Spouse First Name:	MI:	Last Name:	
SSN:		Date of Birth:	
Closest relative not living with:		Phone:	

Current Banking Institution:

Have you filed for bankruptcy within the past 7 years?
 Yes No If yes, provide date and location of filing? _____

Property: Own Rent Other: _____

If recently purchased property, name of previous owner?

References: (No personal references-list businesses where you currently have or have had charge accounts)

1. _____

2. _____

3. _____

This section for Farm Account applicants only.

Crop	Acres	Proj. Yield	App. Share	Avg. Price	Avg. \$/Acre	Total
Corn			%	\$	\$	\$
Soybeans			%	\$	\$	\$
Other			%	\$	\$	\$
Total Acres:			Total Crop Income:			
Are any crops fed to livestock?			Total Other Income:			
<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, how much? _____			Total Projected Income:			

You agree that the following terms will govern any purchases made, and any charges to any account that you have with NuWay-K&H Cooperative.

1. In this Agreement "you" and "your" is the applicant(s), and "we" or "our" is NuWay-K&H Cooperative.
2. You will pay the entire balance owing on your account statement by the due date. You understand that we may refuse to extend your credit, suspend, or revoke your credit privileges, and require you to pay your account in full, at any time.
3. You agree that an INTEREST OR FINANCE CHARGE OF 1.5%, WHICH IS AN ANNUAL PERCENTAGE RATE OF 18%, PER YEAR will be applied to that part of any balance that resulted from purchases made during a calendar month, but not paid before the 15th of the following month plus any previous balance that remains unpaid. Further terms of the account are specified on the account statements. The minimum charge is \$.50 per month.
4. In addition to any other remedies, if your account is delinquent we may decide not to extend any further credit until your account is paid in full.
5. Your payments shall be applied first to the unpaid finance or interest charge, then to the remaining outstanding balance.
6. In the event that payment is not received when due, you are liable to NuWay-K&H Cooperative for the payment of all our collection costs, court costs, and any attorney's fees to pursue payment of your debt.
7. The terms and conditions of this document may be amended only by the agreement of all parties in writing.
8. If you are applying for a Joint Account, both of you agree to be bound by the terms and conditions of this agreement and each of you agree to be jointly and severally liable for the payment of all purchases or charges made from NuWay-K&H Cooperative.
9. This agreement shall be construed as having been delivered in the State of Minnesota and shall be construed in accordance with the laws of the State of Minnesota. All parties hereto expressly agree that venue shall be in the State of Minnesota, County of Martin only, and the undersigned hereby consents to the jurisdiction of the Courts of the State of Minnesota, County of Martin, and the U.S. District for the District of Minnesota.
10. We are not liable for any consequential or special damages of any kind. ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY WAIVED BY YOU. ALL IMPLIED WARRANTIES ARE EXCLUDED, AND ALL GOODS ARE PURCHASED ON AN AS IS BASIS.
11. You hereby grant NuWay-K&H Cooperative a security interest in your inventory, equipment, livestock and crops, including the products and proceeds thereof, to secure payment of the credit extended by NuWay-K&H Cooperative. Your failure to pay all amounts owed to NuWay-K&H Cooperative when due shall constitute a default.
12. As an applicant for propane gas service, I acknowledge that I have been provided Propane Safety Warning literature AND/OR informed of on-line Propane Safety Warning information at www.iapropane.org.

In consideration of NuWay-K&H Cooperative extending credit to the undersigned, you agree that the above statements, to the best of your knowledge, are true and accurate, and you agree to pay your account within the terms specified on the statements provided to you, including any finance or interest charges that may accrue.

I understand that NuWay-K&H Cooperative will retain this application whether or not it is approved. NuWay-K&H Cooperative is authorized to check your credit and employment history, to answer questions about your credit experience with NuWay-K&H Cooperative, and to obtain a credit report on any applicant(s).

Applicant Name (Print): _____

Applicant Signature: _____ **Date:** _____

Spouse Name (Print): _____

Spouse Signature: _____ **Date:** _____

Personal Guarantee

(To be completed by all applicants except individuals)

Each of the undersigned hereby guarantees full payment of all present and future indebtedness of the applicant. This guarantee is open and continuous and is given to induce NuWay-K&H Cooperative to extend credit to the applicant. This personal guarantee shall remain effective until revoked by the undersigned by notice in writing to NuWay-K&H Cooperative. However, such a revocation shall be effective only as to amounts due which arise out of new contracts or transactions entered into more than 30 days after receipt of notice by NuWay-K&H Cooperative. Such notice must be given by certified mail to NuWay-K&H Cooperative. At any time NuWay-K&H Cooperative may, without notice, extend credit to applicant or modify, renew, extend, or compromise any indebtedness; take, subordinate, or release any security interests; release applicant or any other guarantor from any liability for indebtedness and otherwise deal with applicant and other guarantors in any manner deemed fit, without waiving the effectiveness of this personal guaranty. Each guarantor waives presentment, demand, protests, and notice of any kind. If there is more than one guarantor, the obligations are joint and several. NuWay-K&H Cooperative may bring a separate action against any guarantor without first proceeding against the applicant, or any other person or security, and without pursuing any other remedy. In any proceeding to interpret or enforce this personal guarantee, NuWay-K&H Cooperative shall be entitled to recover all of its costs and attorney fees from any personal guarantor. All notices regarding this personal guarantee must be sent by certified mail to NuWay-K&H Cooperative, 440 Highway 4 South, Trimont, Minnesota 56176-0371. Each guarantor hereby consents to the jurisdiction of the Courts of the State of Minnesota, County of Martin, and the U.S. District for the District of Minnesota.

Guarantor Name and Title (Print): _____

Guarantor SSN: _____

Guarantor Signature: _____ **Date:** _____

Guarantor Name and Title (Print): _____

Guarantor SSN: _____

Guarantor Signature: _____ **Date:** _____



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Credit Policy

As a service to our patrons, NuWay-K&H Cooperative will extend credit to qualified applicants. Customers interested in obtaining an open account must complete a credit application. An open account is only available to customers with approved credit.

Open account customers must keep their account current to take advantage of the programs offered by NuWay-K&H Cooperative including cash discounts and prepayment discounts.

Customers who do not qualify for an open account based upon their credit application may, at NuWay-K&H Cooperative's sole discretion purchase products and services on a cash or prepaid basis. If you do not qualify for an open account, products and services will not be delivered until payment is received and verified.

NuWay-K&H Cooperative's billing cycle ends on the last day of each month. Statements are mailed to patrons on or about the fourth business day after month-end. Any amount shown on your statement is due and payable upon receipt. If payment is not received by the 15th of the month, a finance charge may be assessed on the past due balance at a rate of 1.5% per month.

Accounts that show a balance in the 31-60 day column are past due and may be placed on hold or cancelled. Accounts placed on hold must be paid in full before credit privileges are reinstated. Products and services will not be delivered to accounts on hold. If an account is more than 90 days past due, it may be turned over for collection and all credit privileges will be revoked.

If you have any questions regarding this policy, please contact the Credit Department 800-445-4118.

Effective 01/01/2015

Document Revised: 10/02/2018 9:38 AM



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NuWay-K&H Cooperative New Propane Customer Tank and Delivery Status

After you have read and understand the enclosed information, including:

- NuWay-K&H Cooperative Propane Accounts and Policies
- Credit Policy
- Propane Safety Guide

Please indicate what you would like your delivery status to be if your credit application is approved for an open account (charging privileges) with NuWay-K&H Cooperative.

_____ I wish to be set up with a Will Call delivery status. I watch my tanks percentage and call when I need fuel.

_____ I wish to be set up with a Scheduled delivery status. You deliver to my tank on a schedule using my past usage and current days temperature.

Tank Site Address: _____

Township: _____ **Section:** _____ **Where In Section:** _____

Tank Size: _____ **Tank Serial #:** _____ **Tank Manufacturer:** _____

Year: _____ **Tank %:** _____ **Tank Ownership (Check One):** Rent Own

Please note the tank serial # is a required field. Please make sure to fill it out.

Signature

Date

Print Name

Business Name (If applicable)

If you are a propane or fuel oil user, this form must be returned with your credit application. If it is not returned, your account will be set up as scheduled delivery, with approved charging privilege status.



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Policy Notice to Patrons

NuWay-K&H Cooperative

440 Highway 4 South
PO Box Q
Trimont, MN 56176
(507) 639-2311

NuWay-K&H Cooperative

302 West Main
PO Box 188
Wesley, IA 50483
(515) 679-4213

1. NuWay-K&H Cooperative does not guarantee performance on any products. Only guarantees made by the manufacturer will apply to the product.
2. NuWay-K&H Cooperative must have notice of product/application failure within 30 days on all pre-emergence herbicides and within 15 days on all post-emergence herbicides.
3. NuWay-K&H Cooperative accepts no liability for meter failure on product delivery systems. Please also note that if there is a broken seal on a bulk tank, NuWay-K&H Cooperative must charge for the full amount of the product and will also require a cleaning fee for decontamination.
4. NuWay-K&H Cooperative cannot accept partial returns on any products. If the seal is broken, it cannot be returned. Additionally, partial containers cannot be purchased from NuWay-K&H Cooperative, nor may NuWay-K&H Cooperative sell products in unapproved containers.

The undersigned patron acknowledges receipt of the above policy notices from NuWay-K&H Cooperative.

Date

Name of NuWay-K&H Patron

Signature



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Dear NuWay-K&H Cooperative Patron:

NuWay-K&H Cooperative is excited to announce the arrival of a new and improved online account access called Grower 360. Within Grower 360 you will be able to access all your account history, as well as make payments to your account. To access your Grower 360 account, navigate to our website (www.NuWay-KandH.com) and click on Customer Login from the banner on the top of the page. Then select the Grower 360 button to access the login screen. If you have not been set up with a Grower 360 account, please email Travis Elg at Travis.Elg@NuWay-KandH.com and he will get you set up with an account so you can begin making payments online as well as having complete access to your NuWay-K&H account. In addition to online payments, we also offer Automatic Payments through your bank account, as well as emailed monthly statements. If you are interested in either of these options, please complete the information below and email it to Travis Elg.

Automatic Payment Authorization

I authorize NuWay-K&H Cooperative and the financial institution named below to initiate entries to my checking/savings account on the 10th of each month. This authority will remain in effect until I notify you in writing to cancel it in such time as to afford the financial institution opportunity to act on it.

Name of Financial Institution:			
City:	State:	Zip Code:	
Account No:	Checking: <input type="checkbox"/>		Savings: <input type="checkbox"/>
Financial Institution Routing No:			
Customer Name:			
Address:	City:	State:	Zip:
Signature:			
Date:			

Digital Statement Authorization

Help NuWay-K&H Cooperative save postage and mailing costs by signing up to receive your monthly statement by email. Please complete the information below and return in the enclosed envelope or drop off at our office.

Name:
Address:
Email:
Customer ID No: