## RIVER COUNTRY COOPERATIVE



# MEMBER AND CREDIT APPLICATION AND AGREEMENT 9072 Cahill Avenue Inver Grove Heights, MN 55076

### I. ACCOUNT INFORMATION

Last Name First			Social Security Number or Tax ID No.		Home Phone Cell Phone		Date of Birth		
					Cell Fil	ione			
Address	City	State	Zip Code				] OWN ] RENT		
Present employer	Years there	Business	s Phone I	Position	n		Monthly \$	nthly Income (Do not include Spouse income)	
CREDIT REFERENCES: List all obligations with banks, finance companies, private lenders, contracts for deed etc.									
CHECKING  ☐ NO ☐ YES	Name of Bank		Address		Phone		Acct. number		
SAVINGS  ☐ NO ☐ YES	Name of Bank		Address			Phone		Acct. number	
Lender name and address			Phone Balance Due			ice Due	Monthly Payment		
TRADE REFERENCES: List suppliers for fertilizer, chemicals, feed, animal health, petroleum or home heating, farm supplies, and/or other credit references.								er credit references.	
Name & address of trade reference or credit card acct.			Phone Balance		ice	Payment			
Has the applicant filed bankruptcy within the past seven years? NO 🗌 YES 🔲 If yes, provide date of filing and location of filing.									
The applicant is a(n): Individual Sole Proprietor Business Partnership Corporation Limited Liability Company  CO-APPLICANT - Complete this part only if: (1) another person will use this account; such persons must also sign this 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.									
Name		Social Secu	ırity Number			Date of Birtl	h	1	Relationship to Applicant
Street Address		City	State	;	Zip		Y	ears There	Phone No.
Employer Name & Address				Year	s There	Positi	ion		Monthly Income
Nearest Relative Not Living With You Address Relationship									
·	·								·

### II. ACCOUNT TERMS

You agree that the following terms will govern any purchases made which are charged to any charge account that you may have with River Country Cooperative:

- 1. In this Member and Credit Application and Agreement "you" and "your" is the applicant(s), and "we" or "our" or "us" is River Country Cooperative.
- 2. You will pay the entire balance showing on your account statement by the payment due date.
- 3. All purchases made on credit during the month are due and payable by the 20th of the following month. ANY REMAINING BALANCE DUE AND UNPAID BY THE 20th OF THE MONTH FOLLOWING THE MONTH OF PURCHASE SHALL BE SUBJECT TO A FINANCE CHARGE COMPUTED AT THE PERIODIC RATE OF ONE AND ONE-HALF PERCENT (1.5%) PER MONTH, WHICH IS AN ANNUAL PERCENTAGE RATE OF EIGHTEEN PERCENT (18%). A minimum finance charge of one dollar (\$1.00) will be assessed on past due accounts.
- 4. The closing date of the billing cycle shall be the end of the month. All periodic statements will be mailed as soon as possible following the closing date of the billing cycle.
- 5. If the account is not paid by the 20th of the month following the month of purchase, the account shall be classified as delinquent and the account

- will be placed on a cash only basis. Credit may not be extended to any account which has a past due balance.
- 6. Payments will be applied first to the unpaid finance or interest charge, then to the remaining outstanding balance.
- 7. Any account you pay with a credit card may result in the loss of a discount and/or have an added surcharge of three percent (3%) of the dollars paid to cover processing expenses.
- 8. You will be liable for the payment of all our collection costs, court costs, and attorney's fees to pursue payment of your debt in the event that payment is not received when due.
- 9. The terms and conditions of this document may be amended in writing by the agreement of all parties. We also have the right to amend the terms of this Member and Credit Application and Agreement prospectively by advising you in writing. Your use of the account after notification indicates your agreement to our amendment(s).
- 10. If applying for a Joint Account, each of you agrees to be bound by the terms of this Member and Credit Application and Agreement, and each of you agrees to be jointly and severally liable for payment of all purchases or charges made under this Member and Credit Application and Agreement.
- 11. You shall have the right to limit or terminate your charge account, but termination will not affect your obligation to pay any existing balance. We may, at our option, declare the entire balance due and payable at any time.
- 12. This Member and Credit Application and 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 only, and the undersigned hereby consents to the jurisdiction of the Courts of the State of Minnesota for the resolution of any disputes.
- 13. We are not bound by any notation of "paid in full" or otherwise that accompanies any payment if the payment is not for the total amount owed at that time. Any agreement for a lesser amount than what is owed must be expressly agreed to by our General Manager.
- 14. WE ARE NOT LIABLE FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND, AND THE IMPLIED WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE ARE WAIVED BY YOU.
- 15. To secure payment of the amounts we are owed, you hereby grant us a security interest in your inventory, equipment, goods, livestock, and investment property. Upon your failure to pay all amounts owed to River Country Cooperative when due, we may exercise our rights in the secured property, including a replevin action. It is also understood and agreed that we have a first lien on any of your equity in River Country Cooperative.
- 16. Our management reserves the right to deny or limit the extension of credit or to terminate your account. Termination shall not affect your obligation to pay any existing balance.

Everything I have stated in this Member and Credit Application and Agreement is true and correct. I understand that River Country Cooperative will retain this document whether or not it is approved. River Country Cooperative is authorized to check my credit and employment history and to answer questions about River Country Cooperative's credit experience with me, including obtaining a credit report on the individual applicant(s) and reporting applicant's(s') performance under the terms of this agreement to credit reporting agencies.

Applicant's Signature	(date)	Applicant's Signature	(date)				
Applicant's printed name		Applicant's printed name					
III	I. PAYMENT	AUTHORIZATION					
authorize River Country Cooperative to initiate elec-	ctronic debits from r	ny: (check only one) checking savings					
Bank Name:	B	ank Address:					
Routing / Transit Number:		Account Number:					
authorize River Country Cooperative to initiate chat the use of credit cards will result in the loss of d	•	ard. Write the card number below or call it in at 651-451-11 surcharge.	51. Please note				
Card Number:	E	xpiration Date:					
Signature:							

This authorization is effective until I provide River Country Cooperative with written notification to end this agreement. I also authorize the financial institutions named above to receive information (including confidential information) necessary to successfully process electronic payments.

#### IV. 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(s). This guarantee is open and continuous and is given to induce River Country Cooperative to extend credit to the applicant(s). This personal guarantee shall remain effective until revoked by the undersigned by notice in writing to River Country 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 River Country Cooperative. Such notice must be given by certified mail, return receipt requested, to River Country Cooperative. At any time River Country Cooperative may, without notice, extend credit to applicant(s) or modify, renew, extend, or compromise any indebtedness; take, subordinate, or release any security interests; release applicant(s) or any other guarantor from any liability for indebtedness and otherwise deal with applicant(s) and other guarantors in any manner deemed fit, without waiving the effectiveness of this Personal Guarantee. Each guarantor waives presentment, demand, protests, and notice of any kind. If there is more than one guarantor, the obligations are joint and several. River Country Cooperative may bring a separate action against any guarantor without first proceeding against the applicant(s), or any other person or security, and without pursuing any other remedy. In any proceeding to interpret or enforce this Personal Guarantee, River Country Cooperative shall be entitled to recover all of its costs and attorneys' fees from any personal guarantor. All notices regarding this Personal Guarantee must be sent to River Country Cooperative, 9072 Cahill Avenue, Inver Grove Heights, Minnesota 55076, or any other address requested by River Country Cooperative. Each guarantor hereby consents to the jurisdiction of the Courts of the State of Minnesota to resolve any disputes. Guarantor Name and Title (print) Guarantor Name and Title (print) Guarantor Social Security Number Guarantor Social Security Number

#### V. BILLING NOTICE

(date)

Guarantor Signature

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 of paper addressed to River Country Cooperative, 9072 Cahill Avenue, Inver Grove Heights, Minnesota 55076. Write to us as soon as possible. We must hear from you no later than 60 days after we send you the first bill on which the error or problem appears. In your letter, give us the following information:

• Your name and account number;

Guarantor Signature

- 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're not sure about.

We will acknowledge your letter within 30 days, unless we have corrected the error by then. Billing errors do not include complaints about the quality of any goods or services. Within 90 days, we will either correct the error or explain why we believe the bill was correct. This Notice is not part of the Member and Credit Application and Agreement, but is instead a Notice advising you of your right to dispute billing errors.

### VI. MEMBERSHIP / PATRONAGE

To comply with the federal rules on reporting 1099 patronage dividends, we must report the taxpayer ID number (Social Security Number or Federal ID Number) of all patrons receiving dividends. We are also required to certify that your taxpayer ID number is correct and that you are not subject to backup withholding. If we do not comply with these rules, we are both subject to a \$50 penalty.

We are also asking you to consent to include your patronage dividends in your income as provided in the tax laws. If you deduct your cooperative purchases as a business expense, you are required to include your patronage dividends in income. If some of your purchases are not deductible expenses, you may subtract that portion of your patronage dividend from taxable income. You are encouraged to consult with your accountant on these issues.

If you consent to patronage refunds please sign, date, and return the following so we can comply with these rules.

(date)

I hereby consent to include in my gross income, as now or hereafter provided in the federal income tax laws, that stated dollar amount of each written notice of allocation which I receive from **River Country Cooperative**, **Inver Grove Heights**, **Minnesota**, 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.

Under penalties of perjury, I certify that (1) the number shown on this form is my correct Social Security Number or taxpayer identification number (or I am waiting for a 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 failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting 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).

(2).	
The Internal Revenue Service does not require your consent to ar avoid backup withholding.	ny provision of this document other than the certifications required to
Signature	Date