

HEARTLAND COUNTRY CO-OP

BUSINESS MEMBER CONVENIENCE CREDIT APPLICATION

ACCOUNT NUMBER (office use)	BUSINESS NAME	DATE EST.
LAST NAME	FIRST NAME & MIDDLE INITIAL	SSN OR EIN
HOME ADDRESS	BUSINESS ADDRESS	CITY
E-MAIL ADDRESS	HOME/BUSINESS PHONE	CELL PHONE
YEARS AT PRESENT ADDRESS	(CHECK ONE) <input type="checkbox"/> OWN <input type="checkbox"/> RENT <input type="checkbox"/> LEASE	TAX EXEMPT -- IF YES THEN MUST COMPLETE A SALES & USE TAX EXEMPTION CERTIFICATE
TYPE OF BUSINESS: (CHECK ONE) <input type="checkbox"/> SOLE PROPRIETOR <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION <input type="checkbox"/> LLC(LIMITED LIABILITY COMPANY) <input type="checkbox"/> LLP (LIMITED LIABILITY PARTNERSHIP)		
TYPE OF BUSINESS: (CHECK ONE) <input type="checkbox"/> FARMING IN PRODUCTION AG <input type="checkbox"/> RETAIL <input type="checkbox"/> WHOLESALE OPERATION <input type="checkbox"/> SCHOOL <input type="checkbox"/> SERVICE PROVIDER <input type="checkbox"/> GOVERNMENT <input type="checkbox"/> OTHER		
To better help us determine your credit limit please indicate (x) below the types of products/services that you will be purchasing: <input type="checkbox"/> Hardware <input type="checkbox"/> HVAC <input type="checkbox"/> Automotive Repair <input type="checkbox"/> Feed <input type="checkbox"/> Agronomy <input type="checkbox"/> Bulk Propane Gas		
\$ _____ Your estimated monthly spending to help determine credit limit.		
Are there any unsatisfied judgments against you? <input type="checkbox"/> No <input type="checkbox"/> Yes		
Have you declared bankruptcy in the last 10 years? <input type="checkbox"/> No <input type="checkbox"/> Yes		

CREDIT REFERENCES(Bank and Suppliers)

NAME OF CREDIT REFERENCE	CONTACT NAME	Fax & Phone Number
		Fax Phone
		Fax Phone
		Fax Phone

Heartland Country Co-op Business Member Credit Terms and Agreement

The Board of Directors and management of Heartland Country Co-op has approved this business member credit policy.

1. **Payments:** Applicant jointly and severally promises to make payments as necessary to keep Applicant's account balance with Heartland Country Co-op within credit limits and terms. Nothing will excuse Applicant from paying all sums lawfully due by Applicant to Heartland Country Co-op notwithstanding that such sums advanced or credit extended exceeds or differs from the credit terms extended by Heartland Country Co-op.
2. **Finance Charge:** Payments not made by Applicant within terms will incur a finance charge after the date due calculated at a rate equal to the lesser of 18% per annum, or the highest rate allowed by applicable law. To the extent permitted by applicable law, Applicant agrees that the finance charge is subject to change by Heartland Country Co-op upon written notice given in advance of the effective date of the change. Should collection action or litigation ever become necessary to collect delinquent sums due to Heartland Country Co-op; Applicant further agrees to pay to Heartland Country Co-op collection cost and attorney's fee(s) providing such obligation is lawful.
3. **Credit History:** Applicant authorizes all of the applicant's creditors and references, including, but not limited to, those listed herein, to release to Heartland Country Co-op whatever information may be contained in their files pertaining to personal and financial dealings with Applicant, and grants Heartland Country Co-op permission to complete any credit investigation of Applicant, including, but not limited to, reports by a credit reporting agency or entity.
4. **Credit Report:** Heartland Country Co-op has the right to run a credit report to determine the status of your account. Past credit history with us and/or credit report must meet our standards to be eligible.
5. **Change in Business Form:** Applicant agrees that should credit be extended to Applicant or to any business entity in which Applicant has a proprietary interest, pursuant to this Agreement, and Applicant or the business entity in which Applicant has a proprietary interest commences doing business under another name, different ownership, or legal form, Applicant and the Guarantor(s) guarantee and shall be personally, jointly and severally responsible for payment of all monies due and owing to Heartland Country Co-op from both the original and the new business entity or form until Applicant notifies Heartland Country

Office Copy-Applicant Please Complete Both Sides

Co-op in writing of such change in business status, such written notification is received by Heartland Country Co-op credit department, and the prior entity or form has paid any balance due Heartland Country Co-op.

6. **Accuracy of Applicant Data:** Applicant certifies that any financial information provided by Applicant to Heartland Country Co-op pursuant to this Agreement was given as inducement for the extension of credit from Heartland Country Co-op. Applicant further certifies that any such information is accurate, true, complete and correct as of the time it was provided. Applicant certifies that the name shown on line 1 of this agreement occupies the address shown on line 3 of this agreement and is engaged in business as a retailer, wholesale operations, service provider, farms, government, schools and the like.
7. **Sales Tax:** Applicant must have on file a signed Wisconsin Sales and Use Tax Exemption Certificate. If Applicant is from another state the Wisconsin a State appropriate Sales and Use Tax Exemption Certificate must be on file.
8. **Change in Credit Terms:** Applicant agrees that should Heartland Country Co-op grant credit availability, all credit extended shall be at the sole discretion of Heartland Country Co-op. Heartland Country Co-op may increase, decrease, or terminate any credit availability at any time at Heartland Country Co-op's sole discretion. Heartland Country Co-op may request the Applicant to provide an updated credit agreement and guaranty at any time, including whenever Applicant requests additional terms or a change in terms. Applicant's failure to comply may cause Heartland Country Co-op to terminate any credit availability, solely at Heartland Country Co-op's discretion.
9. **Payment of Invoices:** Applicant agrees to pay all invoices, including sales tax, where applicable within the terms stated on each invoice and affirms that the terms of all present and future invoices from Heartland Country Co-op are incorporated herein by reference. Applicant agrees to pay all invoices by the net due date described therein. In the event that payment is not received by Applicant at the address listed on the invoice by the end of business on the net due date, the invoice will be delinquent.
10. **Discounts:** Discounts may be offered on certain purchases. To be eligible for discount the open account of Applicant with Heartland Country Co-op must be current and the payment received on or before the cash discount due date.
11. **Right to Offset:** In the event of delinquency or other default on the part of the Applicant, Applicant agrees that Heartland Country Co-op may offset any amounts owed to Applicant by Heartland Country Co-op against Applicant obligations to Heartland Country Co-op. The Applicant hereby acknowledges and confirms Applicant's obligations to Heartland Country Co-op arising from past or future purchases of product under the credit policies of Heartland Country Co-op as they may now exist and as amended from time to time.
12. **Prepayment:** Heartland Country Co-op will accept prepayment of goods and services only with a current account balance.
13. **Selling Grain:** If Applicant has grain on storage with Heartland Country Co-op and agrees to sell grain to Heartland Country Co-op or to another person/entity all monies will be applied to Applicant obligations with Heartland Country Co-op and the balance sent to Applicant.
14. **Policy for Spring Crop Inputs:** Heartland Country Co-op as adopted by the Board of Directors and applied by management and staff. (January 2003) All products and services for spring crop inputs including but not limited to seed, fertilizer, crop protection products and custom application are subject to the following policy.
 - **Credit** will be issued when the co-op has in hand a bank letter of credit or bank approved credit line for sufficient amount to cover ordered products and services for Applicant.
 - **Prepayment:** Payment must be made before products or services are picked up, delivered or applied; prepayment programs and incentives are offered. Early prepay programs and incentives may vary with the date and are subject to change without prior notice.
15. **Binding Agreement:** Applicant agrees that the terms and conditions of this agreement constitute a binding agreement.
16. **Miscellaneous:** This Agreement shall insure to the benefit of all successors and assigns of Heartland Country Co-op. Applicant is not a partner, agent, nor joint venturer with Heartland Country Co-op. This Agreement supersedes any prior understanding or written or oral agreement between Heartland Country Co-op and Applicant regarding the subject matter hereof. This Agreement may not be altered except by written agreement signed by the party to be bound. All rights and remedies herein granted to Heartland Country Co-op and any rights and remedies which Heartland Country Co-op may have at law, are cumulative, not alternative, and the exercise of one such right or remedy by Heartland Country Co-op shall be without prejudice to the enforcement of any other right or remedy authorized by law or this Agreement. If any provision of this Agreement or any part hereof is declared invalid by any court of competent jurisdiction, such action shall not affect the validity of this Agreement, and the remainder of this Agreement shall remain in full force and effect in accordance with the tenor of the remaining provisions or parts of provisions contained in this Agreement.
17. **Authority to Sign:** The person(s) signing below certify that such person(s) possesses the authority to:
 - apply for credit with Heartland Country Co-op on behalf of Applicant
 - authorize any credit investigation Heartland Country Co-op may deem necessary
 - to fully bind the Applicant to these terms and conditions. In the event that person(s) signing below does not possess such authority, the person(s) agrees to guaranty any credit extended by Heartland Country Co-op pursuant to this agreement.

APPLICANT'S SIGNATURE	DATE	OTHER SIGNATURE (WHERE APPLICABLE)	DATE
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For office use only: _____ Accepted _____ Limit _____ Declined - Why? _____