



Farmers Co-operative of Hanska  
 P.O. Box 6, Hanska, MN 56041-0006  
 Ph. No. 507-439-6244 or 800-382-2667 Fax No. 507-439-6542



### CREDIT APPLICATION AND AGREEMENT

Last Name		First	Middle Initial	Social Security number or Tax ID No.		Home Phone		Date of Birth	
Address			City	State	Zip Code	Years at present address		<input type="checkbox"/> OWN <input type="checkbox"/> RENT	
Present employer		Years there		Bus. phone	Position		Monthly Income (Do not include Spouse income) \$		
CREDIT REFERENCES: List all obligations with banks, finance companies, private lenders, contracts for deed etc.									
CHECKING <input type="checkbox"/> NO <input type="checkbox"/> YES	Name of Bank			Address		Phone		Acct. number	
SAVINGS <input type="checkbox"/> NO <input type="checkbox"/> YES	Name of Bank			Address		Phone		Acct. number	
Lender name and address				Phone		Balance		Payment	
TRADE REFERENCES: List suppliers for fertilizer or chemicals, feed or animal health, petroleum or home heating, farm Supplies or other credit references.									
Name & address of trade reference or credit card acct.				Phone		Balance		Payment	
Has the applicant filed bankruptcy within the past seven years? NO <input type="checkbox"/> YES <input type="checkbox"/> If yes, provide date of filing and location of filing.									
The applicant is a <input type="checkbox"/> Individual <input type="checkbox"/> Sole Proprietor Business <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation									
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 repayments of the account.									
Name			Social Security Number			Date of Birth		Relationship	
Street Address			City	State	Zip	Years There		Phone No.	
Employer Name & Address					Years There		Position		Monthly Income
Nearest Relative Not Living With You							Address		Relationship

You agree that the following terms will govern any purchases made which are charged to any charge account that you may have with Farmers Co-operative of Hanska.

- In this agreement "you" and "your" is the applicant(s), and "we" or "our" is the Farmers Co-operative of Hanska.
- You will pay the entire balance showing on your account statement by the Payment Due Date and you understand that if any portion of your balance remains unpaid beyond that date, your credit privileges may be suspended or revoked.
- 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 10th of the following month plus any previous balance, that remained unpaid. The minimum charge is \$1.00 per month. Interest may be compounded at our discretion.
- If the account is not paid in full by the end of the second month following the month of purchase, the account may be classified as delinquent and no further credit shall be extended until the account is paid in full. We may refuse to extend additional credit at any time.
- Payments shall be applied first to the unpaid finance or interest charge, then to the remaining outstanding balance.
- You shall 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.
- The terms and conditions of this document may be amended in writing by the agreement of all parties. Such amendments

8. If applying for a Joint Account, both of us agree to be bound by the terms of this agreement and each of us agree to be jointly and severally liable for payment of all purchases or charges made under this agreement.
9. You shall have the right to limit or terminate your charge account, but termination shall not affect your obligation to pay any existing balance. We may, at our option, declare the entire balance due and payable at any time.
10. 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 Brown only, and the undersigned hereby consents to the jurisdiction of the Courts of the State of Minnesota, County of Brown, and the U.S. District for the District of Minnesota.
11. 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 Farmers Co-operative of Hanska in a written Agreement signed by Farmers Co-operative of Hanska's General Manager.
12. **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.**

**NOTICE:** See reverse side for important notice information regarding your right to dispute billing errors.

I hereby consent to include in my gross income, as now and hereafter provided in the federal income tax laws, the stated dollar amount of each written notice of allocation which I receive from Farmers Co-operative of Hanska, with respect to my patronage occurring during the current and all subsequent taxable years of their cooperative. This consent shall be revocable by me at any time if in writing. Certification - Under penalties of perjury, I certify that (1) the number shown on this form is my correct 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 a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding. Certificate Instructions - 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). The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Everything that I have stated in this application and Agreement is true and correct. I understand that Farmers Co-operative of Hanska will retain this document whether or not it is approved. You are authorized to check my credit and employment history and to answer questions about your credit experience with me, including obtaining a credit report on the individual applicant(s) and reporting applicant(s) performance under this Agreement to credit reporting agencies.

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Other Applicant Signature (when applicable)

\_\_\_\_\_  
(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(s). This guarantee is open and continuous and is given to induce Farmers Co-operative of Hanska to extend credit to the applicant(s). This personal guarantee shall remain effective until revoked by the undersigned by notice in writing to Farmers Co-operative of Hanska. 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 Farmers Co-operative of Hanska. Such notice must be given by certified mail to Farmers Co-operative of Hanska. At any time Farmers Co-operative of Hanska 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 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 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. Farmers Co-operative of Hanska 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, Farmers Co-operative of Hanska 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 to Farmers Co-operative of Hanska at P.O. Box 6, Hanska, MN 56041-0006, or any other address requested by Farmers Co-operative of Hanska. Each guarantor hereby consents to the jurisdiction of the Courts of the State of Minnesota, County of Brown, and the U.S. District for the District of Minnesota.

\_\_\_\_\_  
Guarantor Name and Title (print)

\_\_\_\_\_  
Guarantor Name and Title (print)

\_\_\_\_\_  
Guarantor Social Security Number

\_\_\_\_\_  
Guarantor Social Security Number

\_\_\_\_\_  
Guarantor Signature

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Guarantor Signature

\_\_\_\_\_  
(Date)

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 at the address listed on the top of this Agreement. 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.
- 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 Agreement but instead a Notice advising you of your right to dispute billing errors.