

Harvest Land

COOPERATIVE

MORTON

WABASSO

MORGAN

COMFREY

SPRINGFIELD

"Owned by the farmers it serves!"

711 No. Front St. • P.O. Box 278 • Morgan, MN 56266 – Phone: 507-249-3196 • Fax: 507-641-2179

CREDIT APPLICATION AND CREDIT POLICY

Last name	First	Initial	Social Security number	Home phone	Date of birth
Address			City	State	Zip Code
Previous address			City	State	Zip Code
Present employer			Years there	Address	
Previous employer - address & phone			Years there	Address	
Nearest relative not living with you			Address		Relationship
CO-APPLICANT Complete this part if: (1) Another person will charge to this account in any way. Such person must also sign the application and will be jointly obligated on the account. OR (2) You are replying on income derived from a spouse or former spouse including child support, alimony or maintenance payments for repayment of the account.					
Spouses name		Social Security number		Date of birth	Relationship
Employer name and address			Phone number	Years there	Position
CREDIT REFERENCES: List all obligations with banks, finance companies, private lenders, Contract for Deed, etc.					
CHECKING <input type="checkbox"/> NO <input type="checkbox"/> YES	Name of Bank		Address		Phone
SAVINGS <input type="checkbox"/> NO <input type="checkbox"/> YES	Name of Bank		Address		Phone
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
Contact person-position (Business only) _____ <input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Other form of business					
Formed/Incorporated under state laws of: _____ Date of formation, incorporation or partnership: _____					
Is business a subsidiary or franchise? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, name of parent or franchisor: _____ Its address: _____					
Length of time of present ownership: _____ years _____ months					
Previous customer: <input type="checkbox"/> Yes <input type="checkbox"/> No. Under what name? _____ Location? _____					

I agree that the following terms will govern any purchases made which are charged to any charge account that I may have with:

HARVEST LAND COOPERATIVE - - Morgan, Minnesota.

1. I will pay the entire balance showing on my account statement by the Payment Due Date and I understand that if any portion of my balance remains unpaid beyond that date, my convenience credit privileges may be suspended or revoked. Extended credit terms may be arranged by consulting with management in advance of your credit needs and/or providing current financial statements and using proper security as collateral for your account.
2. Cash discounts are available on purchases at Harvest Land Cooperative, please ask when purchasing.
3. I understand that **A FINANCE CHARGE OF 1.5%**, which is an **ANNUAL PERCENTAGE RATE OF 18% (MINIMUM FINANCE CHARGE IS \$1.00)** 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 remained unpaid
4. Payments shall be applied first to the unpaid **FINANCE CHARGE**, then to the remaining outstanding balance.
5. In the event that collection proceedings must be instituted to collect any balance due, you may be subject to additional court costs and attorney fees.
6. You have the right to amend the terms and conditions of this agreement by advising me of your intention to do as in a manner and to **THE EXTENT REQUIRED BY APPLICABLE LAW.**
7. 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 made under this agreement.
8. You shall have the right to limit or terminate my charge account, but termination shall not affect my obligations to pay an existing balance. You may at your option declare the entire balance due and payable.

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

Everything that I have stated in this application is correct to the best of my knowledge. I understand that you will retain this application 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.

Important: Please review the reverse side of this page before signing this agreement.

I certify that I am authorized to sign this agreement and to thereby bind the person(s) on whose behalf I am signing.

Applicant / Customer

Applicant / Customer

Applicant / Customer

By _____

By _____

By _____

Its _____

Its _____

Its _____

Dated ____ / ____ / ____

Dated ____ / ____ / ____

Dated ____ / ____ / ____

Required Regulation Z Disclosures

Are there other charges in addition to the finance charge?	Yes. A \$25 charge is assessed for checks that are returned for non sufficient funds. The Co-op is also permitted to recover its attorney's fees and other costs associated with collecting amounts owned the Co-op.
Does the Co-op take a security interest.	Usually not, but there are cases when the Co-op will request a perfected interest either in the things you are purchasing and/or in other collateral you have an interest in. If additional security is requested, it will secure previous credit extended plus credit extended in the future as well.
Does the Co-op have a first lien on your equity in the Co-op and the right to offset against it?	Yes. Part of the Co-op's earnings are distributed to qualifying patrons in the form of equities, which are eventually revolved according to policies established by the Board of Directors. The Co-op's Articles of Incorporation give the Co-op a first lien on any equities you earn from patronizing the Co-op. The Co-op routinely offsets those equities against accounts that it considers uncollectible. The Co-op reserves the right to discount your equities if it exercises its right of offset. If you do not keep the Co-op informed of address changes, your allocated equity, if any, will be deemed contributed to the Co-op's unallocated surplus.
Is there a point where your payment terms will be cash on delivery (COD) if your account is not paid	Yes. Accounts must be paid in full within 30 days after the closing date, and if the account is not paid, you may be required to pay cash for purchases thereafter. In addition, the Co-op reserves the right to place any account holder on immediate COD anytime the Co-op has reasonable belief that repayment will not be made in accordance with the credit policy, or if the Co-op does not want to extend credit for any reason that is not otherwise unlawful. However, special credit arrangements can be made with the credit manager's approval.
Is there a minimum amount due?	Yes. The Co-op is not in the business of providing financing to its customers. The Co-op provides convenience credit, and the credit policy requires payment of the account in <u>full</u> by the end of the month following the closing date. The Co-op may, but is not obligated to, continue extending credit to those who do not pay their account in accordance with the Co-op's credit policy. Send payments to Harvest Land Cooperative, 711 No. Front St., P.O. Box 278, Morgan, MN 56261.

YOUR BILLING RIGHT UNDER THE FAIR CREDIT BILLING ACT

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

1. 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. Write to us as soon as possible. We must hear from you 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, give us the following information: (1) Your name and account number (2) The dollar amount of the suspected error, and (3) Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the items you are not sure about.

2. You're 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 you 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 didn't 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 to us within ten days telling us that you still refuse to pay, we must tell anyone we reported you to that you have a question about your bill. And, we must tell you the name of anyone we reported 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 can't collect the first \$50 of the questioned amount, even if your bill was correct.

**DISCLAIMER OF ALL WARRANTIES
THE CO-OP MAKES NO WARRANTY OF ITS PRODUCT, EXPRESS OR IMPLIED, INCLUDING
MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE**

CONSENT TO REPORT PATRONAGE REFUNDS

By signing this agreement, I hereby consent to include in my gross income (or the gross income of the entity that I sign this form on behalf of), as now or hereafter provided in the federal income tax laws, the stated dollar amount of each written notice of allocation which I or it receives from Harvest Land Cooperative, with respect to my or its patronage occurring during the current and all subsequent taxable years of this cooperative. This individual consent shall be revocable by me or it at any time if in writing.

RECOVERY OF ATTORNEY'S FEES & COLLECTION COSTS

In the event the Co-op initiates collection proceedings to collect amounts due on open account for agricultural or commercial purchases, all costs of collection and reasonable attorney's fees incurred or paid by the Co-op in order to collect the amount due shall be added to the amount due and paid by Customer unless prohibited by law. This agreement applies to all unpaid charges incurred prior to the date of this agreement and all future charges.

INDEMNIFICATION OF CO-OP FOR INQUIRING WITH EMPLOYMENT/TRADE/CREDIT REFERENCES

The applicant grants permission to Co-op and any reference above named to answer any Co-op inquiry, and the applicant shall indemnify and hold the Co-op or any reference harmless from litigation, claims, damages or judgments brought by applicant or beneficiary for making inquiries with references, answers furnished by references, or Co-op's decision not to extend credit based on those answers. The Applicant shall hold the Co-op harmless from the receipt and use of credit reports about the applicant or the applicant's guarantor.

YOUR FAILURE TO INFORM CO-OP OF ADDRESS CHANGES OR KEEP ADDRESS CURRENT

If you fail to keep your address current or inform the Co-op of changes in your address, you agree that the Co-op may deem any equity the Co-op previously allocated to you, that was not or is not called for payment or then payable, to be contributed from your account to the Co-op's unallocated surplus.