



Please return forms to:  
PO Box 323, 300 E Buffalo  
Girard, KS 66743

**CHARGE ACCOUNT AGREEMENT**

Date: \_\_\_\_\_

Name of Credit Patron: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip County

Name of Credit Co-Patron: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip County

THIS AGREEMENT, is made and entered on the above stated date by the said Credit Patron(s) and *Producers Cooperative Association* (the "Company") and, to the extent applicable, pursuant to the Consumer Credit Protection Act (Federal Truth in Lending Act, 15 U.S.C. § 1601 et seq. as amended) and the Kansas Uniform Consumer Credit Code (K.S.A. 16a 1-101 et seq. as amended). The Company agrees, if this agreement is approved by the Company, that it shall allow the credit patron(s) to purchase goods and services on credit and the credit patron(s) agrees to pay for any goods and services in accordance with this agreement.

- DUE DATE:** All purchases made on credit during the month that are reflected on the periodic billing statement for such month are due and payable upon receipt of the billing statement.
- CONVENIENCE CREDIT:** If all purchases are paid in full before the last day of the month following the month of purchase, the account shall not be subject to any FINANCE CHARGE.
- FINANCE CHARGE:** Any balance not paid before the second billing date, the last day of the month following the month of purchase, shall be subject to a FINANCE CHARGE of 1.5% per month, which is an ANNUAL PERCENTAGE RATE of 18%. Said FINANCE CHARGE to apply to the unpaid balance on the account on the last day of the billing cycle carried over from the prior month, and the minimum amount of such charge shall be \$.50 per month.
- TERMINATION OF CREDIT:** The Company reserves the right to terminate credit sales to patron at any time without prior notification, and in addition thereto, no additional credit purchases will be allowed to any account that is over 30 days past due.
- CHANGE IN TERMS:** This agreement may be changed by the Company to increase the FINANCE CHARGE, change the due date, change the billing cycle, change the method of calculating the FINANCE CHARGE, or change matters of a similar nature within the limitations of applicable law. Notice of any such change shall be given to the patron 30 days prior to the effective date of charge.
- SECURITY FOR ACCOUNT:** Any purchase(s) made pursuant to this agreement may be secured by a separate security interest and lien on any goods sold. Additionally, the Company shall have a lien upon all non-stock capital accounts or credits the Company holds on behalf of a member or participating patron, which lien may be exercised only at the discretion and direction of the Board of Directors. Credit patron(s) hereby authorizes Company to execute and file on behalf of the credit patron(s) any such UCC financing and continuation statements as Company deems necessary to perfect its security interest in the Collateral.
- COLLECTION/ATTORNEY FEES:** Credit patron agrees to pay the reasonable costs of collection, including, but not limited to attorney and collection agency fees (but not both), and court costs, but such fees may not exceed 15% of the unpaid debt after default, in accordance with KSA 16a-2-507 (to the extent applicable), or as hereafter amended.
- SHARE TENANCIES:** If you are a landlord in a share tenancy, until the Company is notified in writing by you to the contrary, you hereby authorize your tenant(s) to charge goods and services to your account as your authorized agent(s). You agree that the Company has the right to rely upon the representations of the tenant(s) in making charges to your account. If you are a tenant in a share tenancy, you agree that you remain jointly and severally liable for any goods or services ordered by you even if a portion is charged by you to your landlord's account. You agree and understand that the Company is not a party to your tenancy agreement between landlord and tenant and any disputes between landlord and tenant shall not affect the right of the Company to collect upon charges for goods and services as set forth herein.

**Please see second page for signature lines**

Turn →

Until notified in writing to the contrary by the patron, the Company may assume that the patron's spouse, children over the age of sixteen years, and employees, if any, are authorized to purchase goods or services and charge them to the patron's account.

**SIGN HERE IF CREDIT PATRON(S) IS AN INDIVIDUAL:**

\_\_\_\_\_  
Credit Patron

\_\_\_\_\_  
Credit Co-Patron

**SIGN HERE IF CREDIT PATRON IS A BUSINESS ENTITY:**

The person executing this agreement has authority to bind the credit patron and is authorized by the credit patron to enter into the terms and conditions set forth in this Charge Account Agreement.

Name of Applicant: \_\_\_\_\_

By \_\_\_\_\_ Title \_\_\_\_\_  
Print Name and Position

By \_\_\_\_\_ Title \_\_\_\_\_  
Print Name and Position

**Total Credit Limit Desired:** \$ \_\_\_\_\_

*Credit amount desired should encompass 2 months of purchases.*

**Net Assets:** \_\_\_\_\_

**Net Liabilities:** \_\_\_\_\_

# CREDIT APPLICATION

## SECTION 1 (TO BE COMPLETED ONLY IF THE APPLICANT(S) IS AN INDIVIDUAL)

Patron Name		SS#	
Driver's License Number			
Address		City	
State		Zip	Phone
Directions to your address			
Employer Name:			
Employer Address			
Employer Phone#		Length of Employment	

Co-Patron Name		SS#	
Driver's License Number			
Address		City	
State		Zip	Phone
Directions to your address			
Co-Patron Employer Name			
Name/Address			
Phone#		Length of Employment	

Patron Bank		Phone#	
Address		FAX#	<i>(preferred)</i>
Name on account			
Type of account		Account#	
Point of Contact			
Items you wish to purchase			
Co-Patron Bank:		Phone#	
Address		FAX#	
Name on account			
Type of account		Account#	
Point of Contact			
Items you wish to purchase			

I hereby authorize bank named above to release information requested for the purpose of obtaining and/or reviewing credit.

Signature of Applicant \_\_\_\_\_ Date \_\_\_\_\_

Signature of Co-Applicant \_\_\_\_\_ Date \_\_\_\_\_

**SECTION 2 (TO BE COMPLETED ONLY IF THE APPLICANT IS A BUSINESS ENTITY)**

**A. APPLICANT**

Legal Business Name				TIN#	
Other Business Names					
(List all Trade Names, DBA's and specify any Divisions or Subsidiaries)					
Street Address					
City		State		Zip	
Mailing Address					
City		State		Zip	
Phone		FAX#		Email	
Ship-to Address					

**B. BUSINESS INFORMATION**

(Mark and fill in the appropriate row below. Applicant must provide the names of all partners, members, principals or trustees. Additional space is provided at the bottom of this section; please provide an additional attachment as needed.)

Partnership    Partner \_\_\_\_\_ Partner \_\_\_\_\_  
    Partner \_\_\_\_\_ Partner \_\_\_\_\_

Corporation    President \_\_\_\_\_ Secretary \_\_\_\_\_

LLC                Manager / Member (circle one) \_\_\_\_\_  
    Member \_\_\_\_\_ Member \_\_\_\_\_

Other: LP / LLP / Joint Venture / Trust (circle one)  
    Principal / Partner / Trustee (circle one) \_\_\_\_\_  
    Principal / Partner / Trustee (circle one) \_\_\_\_\_

Additional Principal / Partner / Trustee / Member (circle one) \_\_\_\_\_

Additional Principal / Partner / Trustee / Member (circle one) \_\_\_\_\_

**C. BANKING INFORMATION**

Bank Name			Phone#	
Address			FAX#	<i>(preferred)</i>
Name on account				
Type of account		Account#		

I hereby authorize bank named above to release information requested for the purpose of obtaining and/or reviewing credit.

Signature \_\_\_\_\_ Date \_\_\_\_\_

**D. TRADE REFERENCES** (Please provide three references)

	<u>Name</u>	<u>Contact</u>	<u>Address</u>	<u>Phone</u>
1.	_____			
2.	_____			
3.	_____			

### SECTION 3 (TO BE COMPLETED BY ALL APPLICANTS)

*Producers Cooperative Association, Girard, Kansas, offers convenience credit only.*

Applicant hereby authorizes Company to contact credit-reporting agencies and the above named references regarding Applicant's credit and financial responsibility for the purpose of obtaining credit and for review for the purpose of maintaining the credit relationship. Applicant directs the References to provide relevant information to the Company. Applicant agrees that as a condition of extension of credit, the Company may now or may hereafter require Applicant to submit verifiable financial statement(s) to the Company, and Company may further require Security Interests, Letters of Credit, Input Liens, or acceptable Guaranties, or such other instruments the Company deems necessary in its sole discretion.

The undersigned submits that he/she has actual authority to hereunto subscribe, is authorized by the Applicant to enter into this agreement, and that the information provided above is true and correct.

Name of Applicant: \_\_\_\_\_

By \_\_\_\_\_ Title \_\_\_\_\_

Name of Co-Applicant: \_\_\_\_\_

By \_\_\_\_\_ Title \_\_\_\_\_

#### Checklist for Individual Application

- Front filled out (Page 1)
- Signed appropriated section (Page 2)
  - Credit Desired
- Section 1 filled out entirely (Page 3)
- Section 3 signed (Page 5)

#### Additional Paperwork:

Ag Exemption (if exempt from Sales Tax)

#### Checklist for Business Application

- Front filled out (Page 1)
- Signed appropriated section (Page 2)
  - Credit Desired
- Section 2 filled out entirely (Page 4)
- Section 3 signed (Page 5)

#### Additional Paperwork:

Exemption (if exempt from Sales Tax)

Absolute Guaranty of Payment (LLC only)

*NOTE: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that the applicant has the capacity to enter into a binding contract); because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with the law concerning this creditor is Federal Trade Commission, Equal Credit Opportunity, Washington D.C. 20580.*

Office Use Only

Approved by \_\_\_\_\_

Opening Limit \_\_\_\_\_