

BUSINESS ACCOUNT CREDIT APPLICATION AND AGREEMENT



8 -10th St NW, PO Box 965 Watertown SD, 57201

AR@siouxvalleycoop.com 605-886-5829

Application for: C-store - # of Fuel Cards _____ Amount Credit Requested per month \$ _____
Bulk Delivery - Propane _____ Fuel/Gasoline _____ DEF-Lubes _____

APPLICANT INFORMATION EMAIL _____

Legal Business Name _____ Phone Number _____
(include all trade names, DBA's, divisions or subsidiaries) Cell Number _____
Street Address _____ City _____ State _____ Zip _____
Mailing Address _____ City _____ State _____ Zip _____

BUSINESS INFORMATION

- Sole Proprietorship Owner _____ SSN _____
- Partnership Partner _____ SSN _____
 Partner _____ SSN _____
- Corporation / LLC President / Member _____ SSN _____
 Treasurer / Member _____ SSN _____

Federal Tax No. (if applicable) _____ Sales Tax Exemption Certificate Yes / No (provide if available)

Estimated Annual Sales: _____ Person to contact about Account: _____

Amount of Credit Requested: \$ _____ Type of Business: _____ How long in business: _____

BANKING INFORMATION for ACH WITHDRAWAL (ATTACH VOIDED CHECK)

Bank Name _____ Bank Branch _____ Bank Officer _____

Bank Address _____ City _____ State _____ Zip _____

Bank Phone # _____ Account Type _____

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

Trade References

Name & Contact	Complete Address	Phone Number
1 .		
2 .		
3 .		

Has applicant filed bankruptcy within the past seven years? No / Yes If yes, provide date of filing and location of filing.

You agree that the following terms will govern any purchases made which are charged to any charge account that I may have with Sioux Valley Coop.

1. In this agreement "you" and "you're" is the applicant(s), and "we" or "our" is Sioux Valley Coop.
2. You will pay the entire balance showing on your account statement by the Payment Due Date and you understand that if any portion of the balance remains unpaid beyond that date, your credit privileges may be suspended or revoked.
3. You agree that an *interest or finance charge of 1.67%, which is and annual percentage rate of 20%, 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. *The minimum charge is \$1.00 per month.* Interest may be compounded at our discretion.
4. 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.
5. Payments shall be applied first to the unpaid finance or interest charge, then to the remaining outstanding balance.
6. 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.
7. The terms and conditions of this document may be amended in writing by the agreement of all parties. Such amendments shall not affect your charges or other debt incurred prior to the amendment.
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. 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 the time. Any agreement for a lesser amount than what is owed must be expressly agreed to by Sioux Valley Coop in a written agreement signed by the Sioux Valley Coop's CEO/CFO.
11. 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 below for important notice information regarding your right to dispute billing errors.

I certify that everything I have stated in this application is true and correct. I understand that Sioux Valley Coop 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, 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 ATTESTS FINANCIAL RESPONSIBILITY

BUSINESS NAME: _____

NAME: _____ TITLE: _____ DATE: _____

NAME: _____ TITLE: _____ 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.

FOR OFFICE USE

Credit Approved _____ Date _____ Credit Refused _____ Date _____ By _____

Tax Rate _____



Bulk Propane and Fuel Requested Information

Tank Size(s) Propane _____

Tank Size(s) Fuel/Gas _____

Keep full / Will Call / Budget/ACH

Do you need a delivery now?

Is the Delivery Address different from the address listed on the credit application? If so, what is it?

FOR OFFICE USE

Information should be passed along to appropriate staff to be entered into DC&H account set up and dispatch (P3, Digital Dispatch, Otodata)

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PERSONAL GUARANTEE
(to be completed by all applicants)

Each of the undersigned hereby guarantees full payment of all present and future indebtedness of the applicant. This guarantee is open and continuous and is given to induce Sioux Valley Coop to extend credit to the applicant. This personal guarantee shall remain effective until revoked by the undersigned by notice in writing to Sioux Valley Coop. However, such a revocation shall be effective only as to amounts due which arise out of new contracts or transaction entered into more than 30 days after receipt of notice by Sioux Valley Cooperative. Such notice must be given by certified mail to Sioux Valley Cooperative. At any time Sioux Valley Coop may, without novice, extend credit to applicant 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 and other guarantors in any manner deemed fit, without waiving the effectiveness; of this personal guaranty. Each guarantor waives presentment, demand, protest, and novice of any kind. If there is more than one guarantor, the obligations are joint and several. Sioux Valley Coop may bring a separate action against any guarantor without first proceeding against the applicant, or any other person or security, and without pursuing any other remedy. In any proceeding to interpret or enforce this personal guarantee, Sioux Valley Coop shall be entitled all its costs and attorney fees from any personal guarantor. All notices regarding this personal guarantee must be sent to Sioux Valley Coop at 8-10th St NW, PO Box 965, or any other address requested by Sioux Valley Coop. Each guarantor hereby consents to the Courts of the State of South Dakota, Codington County.

_____		_____	
Guarantor Name and Title (print)		Guarantor Name and Title (print)	
_____		_____	
Guarantor SSN		Guarantor SSN	
_____		_____	
Guarantor Signature	Date	Guarantor Signature	Date

The Federal Equal Opportunity Act prohibits creditors from discrimination against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has, in good faith, exercise any right under the Consumer Credit Protection Act. The federal agency that administers compliance with law concerning this credit is the Federal Trade Commission, Division of Credit Practices, 6th and Pennsylvania Avenue, NW, Washington, D.C. 20580