

CRYSTAL VALLEY COOPERATIVE

1911 Excel Drive, Mankato, MN 56001

(507) 726-6455

Fax: (507)726-6901

APPLICATION FOR OPEN ACCOUNT PURCHASES

Partnerships, Corporations, and Other Business Purposes

Date _____ Crystal Valley Employee Taking Application _____
Name of Business _____
Billing Address _____ City _____ State _____ Zip Code _____
Delivery Address _____ City _____ State _____ Zip Code _____
Phone No. _____ Fax _____ Cellular _____
Credit amount requested \$ _____ E-Mail Address _____

OWNERSHIP INFORMATION

Type of Organization: Corporation() Sole Proprietor() Partnership() LLC() LLP()

Non-Profit() Tax Exempt() Trust() Estate() Other() Specify _____

Federal Tax ID# _____

Please list the OWNERS/OFFICERS/MEMBERS/PARTNERS/TRUSTEES names. Include Social Security Number and Date of Birth for all Sole Proprietors, Partnerships, LLC's, and LLP's.

Name _____ Soc. Sec. # _____ Date of Birth _____

Name _____ Soc. Sec. # _____ Date of Birth _____

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PRODUCTS AND SERVICES NEEDED

Check products interested in purchasing:

Petroleum() LP Gas() Agronomy() Feed() Lube Oils() Grain Sales() Other() (Specify)

Gas Cards() How Many? _____ Limit Per Fill _____

Type of Fuel (Check one or more): Gasoline () #1 Diesel Fuel () #2 Diesel Fuel () All Fuels ()

REFERENCES

Bank _____ City and State _____

Lender _____ City and State _____

Other References (such as a utility company or previous supplier, if applicable) or personal references

Name	Address	City	State	Phone
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"Applicant" is the organization identified above. The above information is for the purpose of obtaining credit and is warranted to be true and correct. Applicant agrees to pay the entire account balance on account statements or invoices by the respective payment due date or as otherwise expressly agreed in writing. Failure to make any payment to Crystal Valley Cooperative ("CV") when due shall constitute a default enabling CV to accelerate payment of all amounts owed to CV and to refuse to extend additional credit to Applicant. Applicant hereby authorizes CV to investigate the references herein listed and references from any other person pertaining to Applicant's credit, employment and financial responsibility now and for as long as Applicant has an open account or balance. Applicant authorizes CV to provide credit ratings to other credit grantors or credit reporting agencies about Applicant's experience with CV. Applicant has applied for and, if approved, will obtain an open credit account, subject to the terms and conditions contained herein and CV's credit policy, which is incorporated by reference. If Applicant is granted an account, such account must be paid in full each month. CV may, and is authorized to contact governmental agencies and non-governmental organizations to verify financial information, yield data, farm program details, including information about crop insurance that is relevant to approving or maintaining and open credit account with CV. Applicant authorizes FSA to provide CV with information requested by CV to approve or maintain an open credit account with CV. CV may condition approval of a credit account on, among other things and without limitation, a personal guarantee from Applicant's owners and/or officers. Unless otherwise agreed to in writing by the parties, Applicant consents and agrees to report income that CV reports to Applicant on a 1099-PATR.

Finance charge will be computed by applying a periodic rate of 1.50% per month which is equivalent to an ANNUAL PERCENTAGE RATE of 18%. A minimum finance charge of \$0.50 per month will be charged. Finance Charges will be applied in the event any account balance from purchases made during a calendar month are not paid in full before the end of the following calendar month.

CV, pursuant to its Articles of Incorporation and By-Laws, which are incorporated by reference, has a security interest of a first lien on the capital stock or equities of CV held by Applicant for any debt due by Applicant that is deemed otherwise uncollectible by the Board of Directors. Applicant shall be liable for all collection costs, including without limitation attorney fees incurred by CV to collect amounts owed by Applicant and such amount owed may be deducted from Applicant's equity in CV.

CV SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF THE GOODS PURCHASED BY APPLICANT. THE MAXIMUM LIABILITY OF CV SHALL BE LIMITED TO THE PURCHASE PRICE OF THE GOODS PURCHASED.

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 Blue Earth only, and the undersigned hereby consents to the jurisdiction of the Courts of the State of Minnesota, County of Blue Earth, and the U.S. District Court for the District of Minnesota.

APPLICANT'S SIGNATURE & TITLE

JOINT APPLICANT'S SIGNATURE & TITLE

Form ST3, Certificate of Exemption

Purchaser: Complete this certificate and **give it to the seller.**

Seller: If this certificate is not completed, you must charge sales tax. Keep this certificate as part of your records.

This is a blanket certificate, unless one of the boxes below is checked. This certificate remains in force as long as the purchaser continues making purchases or until otherwise cancelled by the purchaser.

Check if this certificate is for a single purchase and enter the related invoice/purchase order # _____.

If you are a contractor and have a purchasing agent agreement with an exempt organization, check the box to make purchases for a specific job. Enter the exempt entity name and specific project:

Exempt entity name _____ Project description _____

Name of Purchaser _____

Business Address _____ City _____ State _____ ZIP code _____

Purchaser's Tax ID Number _____ State of Issue _____

If no tax ID number, Enter one of the following:	FEIN	Driver's license number/State issued ID number
		State of Issue Number

Name of seller from whom you are purchasing, leasing, or renting _____

Seller's Address _____ City _____ State _____ ZIP code _____

Type of Business

- | | |
|--|--|
| <input type="checkbox"/> 01 Accommodation and food services | <input type="checkbox"/> 11 Transportation and warehousing |
| <input type="checkbox"/> 02 Agricultural, forestry, fishing, hunting | <input type="checkbox"/> 12 Utilities |
| <input type="checkbox"/> 03 Construction | <input type="checkbox"/> 13 Wholesale trade |
| <input type="checkbox"/> 04 Finance and insurance | <input type="checkbox"/> 14 Business services |
| <input type="checkbox"/> 05 Information, publishing and communications | <input type="checkbox"/> 15 Professional services |
| <input type="checkbox"/> 06 Manufacturing | <input type="checkbox"/> 16 Education and health-care services |
| <input type="checkbox"/> 07 Mining | <input type="checkbox"/> 17 Nonprofit organization |
| <input type="checkbox"/> 08 Real estate | <input type="checkbox"/> 18 Government |
| <input type="checkbox"/> 09 Rental and leasing | <input type="checkbox"/> 19 Not a business (explain) _____ |
| <input type="checkbox"/> 10 Retail trade | <input type="checkbox"/> 20 Other (explain) _____ |

Reason for Exemption (See Instructions)

- | | |
|---|--|
| <input type="checkbox"/> A Federal government (department) _____ | <input type="checkbox"/> J Agricultural production |
| <input type="checkbox"/> B Specific government exemption _____ | <input type="checkbox"/> K Industrial production/manufacturing |
| <input type="checkbox"/> C Tribal government (name) _____ | <input type="checkbox"/> L Direct pay authorization |
| <input type="checkbox"/> D Foreign diplomat # _____ | <input type="checkbox"/> M Multiple points of use (services, digital goods, or computer software delivered electronically) |
| <input type="checkbox"/> E Charitable organization # _____ | <input type="checkbox"/> N Direct mail |
| <input type="checkbox"/> F Educational organization # _____ | <input type="checkbox"/> O Other (enter number from instructions) _____ |
| <input type="checkbox"/> G Religious organization # _____ | <input type="checkbox"/> P Percentage exemption |
| <input type="checkbox"/> H Resale | <input type="checkbox"/> Advertising (enter percentage) _____% |
| <input type="checkbox"/> I Qualifying capital equipment (see instructions when equipment claimed is part of a construction project) | <input type="checkbox"/> Utilities (enter percentage) _____% |
| | <input type="checkbox"/> Electricity (enter percentage) _____% |

I declare that the information on this certificate is correct and complete to the best of my knowledge and belief. (PENALTY: If you try to evade paying sales tax by using an exemption certificate for items or services that will be used for purposes other than those being claimed, you may be fined \$100 under Minnesota law for each transaction for which the certificate is used.)

Signature of Authorized Purchaser _____ Print Name Here _____ Title _____ Date _____

This document is to be completed by a purchaser when claiming exemption from sales/use/excise tax. Certificates are valid for up to three years.

Purchaser legal name: _____

Seller legal name: _____

Doing business as: _____

Doing business as: _____

Address: _____

Address: _____

City: _____ State: _____ ZIP: _____

City: _____ State: _____ ZIP: _____

General nature of business: _____

Phone number: _____

Purchaser is doing business as:

Retailer

Sales/Use/Excise Tax Permit Number (if required): _____

Retailer car dealer

Enter your DOT number: _____

Governmental agency (including public schools)

Wholesaler

Farmer

Lessor

Manufacturer

Nonprofit hospital

Private nonprofit educational institution

Qualifying residential care facility

Nonprofit museum

Commercial enterprise

Other

Purchaser is claiming exemption for the following reason:

Resale Leasing Processing

Qualifying farm machinery/equipment

Qualifying farm replacement parts

Qualifying manufacturing machinery/equipment

Research and development equipment

Pollution control equipment

Recycling equipment

Qualifying computer or computer peripheral

Qualifying replacement parts/supplies (Manufacturing, Research & Development, pollution control, recycling, computer)

Qualifying computer software, specified digital products and digital services

Grain bins

Other _____

Direct Pay Permit number required:

Permit: _____

Description of purchase (Include additional information if necessary):

I, the undersigned, declare under penalties of perjury or false certificate, that I have examined this certificate, and, to the best of my knowledge and belief, it is true, correct, and complete.

Signature of purchaser: _____

Title: _____ Date: _____

Seller: Keep this certificate in your files.

Purchaser: Keep a copy of this certificate for your records.

Do not send to the Iowa Department of Revenue



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 owed to Crystal Valley Cooperative. This guarantee is open and continuous and is given to induce Crystal Valley Cooperative to extend credit to the applicant. This personal guarantee shall remain effective until revoked by the undersigned by notice in writing to Crystal Valley Cooperative. 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 Crystal Valley Cooperative. Such notice must be given by certified mail to Crystal Valley Cooperative. At any time, Crystal Valley Cooperative may, without notice, 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, 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. Crystal Valley Cooperative may bring a separate action against any and without pursuing any other remedy, in any proceeding to interpret or enforce this personal guarantee, Crystal Valley Cooperative shall be entitled to recover all its costs and expenses, including attorney fees incurred by Crystal Valley to collect amounts owed by the guarantor. All notices regarding his personal guarantee must be sent to Crystal Valley Cooperative at 1911 Excel Drive, Mankato, MN 56001., or any other address requested by Crystal Valley Cooperative. This guaranty shall be governed by and construed in accordance with the laws of the State of Minnesota. Each guarantor hereby consents to the jurisdiction of Blue Earth District Court, and the U.S. District Court for the District of Minnesota. This guaranty shall be binding upon the undersigned and upon the undersigned's representative, successors and assigns, and shall inure to the benefit of Crystal Valley Cooperative and its heirs, representatives and assigns. Any invalidity or unenforceability of any provision of this guaranty shall not affect other lawful provisions of it, and to this end the provisions of this guaranty are declared to be severable. The provisions of this guaranty may not be modified, amended, terminated, or waived except in a writing signed by the guarantor(s) and Crystal Valley Cooperative.

<p>1. _____</p> <p>Guarantor Name and Title (Print)</p> <p>_____</p> <p>Guarantors Social Security Number</p> <p>_____</p> <p>Guarantor Signature Date</p>	<p>2. _____</p> <p>Guarantor Name and Title (Print)</p> <p>_____</p> <p>Guarantors Social Security Number</p> <p>_____</p> <p>Guarantor Signature Date</p>
<p>3. _____</p> <p>Guarantor Name and Title (Print)</p> <p>_____</p> <p>Guarantors Social Security Number</p> <p>_____</p> <p>Guarantor Signature Date</p>	<p>4. _____</p> <p>Guarantor Name and Title (Print)</p> <p>_____</p> <p>Guarantors Social Security Number</p> <p>_____</p> <p>Guarantor Signature Date</p>

Required Regulation Z Disclosures

When finance charge accrual starts?	A Crystal Valley customer has 30 days from the closing date to pay the new balance before FINANCE CHARGES will accrue on the account.
Is there a time period during which credit may be repaid without incurring a finance charge?	Yes. FINANCE CHARGES will be imposed on any new purchases only if they are not paid in full by the end of the month following the closing date.
What is the finance charge rate?	A periodic rate of 1.5% per month is charge on all balances still owing on the 1 st day of the second month following the month in which credit was extended. The ANNUAL PERCENTAGE RATE is 18%.
Method used to figure the balance on which the finance charge will be computed?	Credits and payments are deducted from the previous past due balance to arrive at the new past due balance on which the FINANCE CHARGE for the following month is computed.
How will the finance charge be determined?	FINANCE CHARGES are computed on the average outstanding balance for the period.
Are there other charges in addition to the finance charge?	Yes, A \$30 charge is assessed for checks that are returned for non-sufficient funds. Crystal Valley is also permitted to recover its attorneys' fees and other costs associated with collecting amounts owed to Crystal Valley.
Does Crystal Valley take a security interest?	Usually not, but there are cases when Crystal Valley will request a perfected security 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 Crystal Valley have a first lien on your equity in Crystal Valley and the right to offset against it?	Yes. Part of the Crystal Valley'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. Crystal Valley's Articles of Organization give Crystal Valley a first lien on any equities you earn from Crystal Valley. Crystal Valley routinely offset those equities against account that it considers uncollectible. Crystal Valley reserves the right to discount your equities if it exercises its right of offset.
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 25 days after the closing date, and if the account is not paid, you may be required to pay cash for purchases thereafter. In addition, Crystal Valley reserves the right to place any account holder on immediate COD anytime Crystal Valley has reasonable belief that repayment will not be made in accordance with the credit policy, or if Crystal Valley does not want to extend credit for any reason that is not otherwise unlawful. However, special credit arrangement can be made with credit manager's approval.
Is there a minimum amount due?	Yes. Crystal Valley is not in the business of providing financing to its customers. Crystal Valley provides convenience credit, and the credit policy requires payment of the account in full by the end of the month following the closing date. Crystal Valley may, but is not obligated to continue extending credit to those who do not pay their account in accordance with Crystal Valley's credit policy. Send payments to Crystal Valley Cooperative, 1911 Excel Drive, Mankato, MN 56001

Your Billing Rights 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 may 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 item you are not sure about.

2. Your 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 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 this 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 report 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.

Consent to Declaration of Patronage Refunds

Applicant hereby consents to include in Applicant's gross income, as now or hereafter provided in any and all tax laws, the stated dollar amount of each written notice of allocation which Applicant receives from Cooperative, with respect to 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.

Indemnification of Crystal Valley for Inquiring with Employment/Trade/Credit References

The applicant shall indemnify and hold the Cooperative harmless from any claims, damages, etc., brought by anyone including applicant, including the cost of legal defense, for making inquiry into and with any references furnished by the applicant. The applicant also hereby grants permission to any reference above named to answer any questions posed to it by Crystal Valley, and the applicant shall indemnify and hold that reference harmless to the same extent as the applicant indemnifies and hold Crystal Valley harmless. Crystal Valley shall also be held harmless from the receipt and use of credit reports about the applicant or the applicant's guarantor.