



# Centra Sota Cooperative MEMBERSHIP APPLICATION AND AGREEMENT

Location: \_\_\_\_\_

805 Highway 55 East • Buffalo, MN 55313  
Phone: (763) 682-1464 • www.centrasota.com • Fax: (763) 684-0619

Check product(s) interested in purchasing/ Type of Operation:  Agriculture  Consumer  Commercial  
 Or already purchasing:  Agronomy  Feed  Fuel  Fuel Oil  Propane

**ALL APPLICANTS**

NAME (Last)		(First)	(Middle)	DATE OF BIRTH / /	DRIVERS LICENSE NO.
ADDRESS			CITY	STATE	ZIP
<i>(Please check one)</i> <input type="checkbox"/> RENT <input type="checkbox"/> OWN					
YEARS AT PRESENT ADDRESS	PHONE ( )	SSN		EMAIL ADDRESS	
PRESENT EMPLOYER		PHONE # ( )		YEARS THERE:	POSITION

**JOINT APPLICANT:**

NAME (Last)		(First)	(Middle)	DATE OF BIRTH / /	DRIVERS LICENSE NO.
ADDRESS			CITY	STATE	ZIP
PHONE ( )	SSN		EMAIL ADDRESS		
PRESENT EMPLOYER		PHONE # ( )		YEARS THERE:	POSITION

**BUSINESS APPLICANTS ONLY**

BUSINESS NAME			<input type="checkbox"/> Sole Proprietor Business <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation		
MAILING ADDRESS			CITY	STATE	ZIP
DELIVERY ADDRESS			CITY	STATE	ZIP
PERSON TO CONTACT REGARDING FINANCIAL MATTERS			TITLE		PHONE # ( )
			FEDERAL I.D. NO.		DATE BUSINESS STARTED
					IN WHAT STATE

**BANK INFORMATION**

CHECKING <input type="checkbox"/> NO <input type="checkbox"/> YES	NAME OF BANK	SAVINGS <input type="checkbox"/> NO <input type="checkbox"/> YES
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Has the applicant filed bankruptcy within the past seven years?  NO  YES If yes, provide date of filing and location of filing.

**Agreement:** I/We agree to pay all account balances by the due date as indicated on the account statement and understand that CSC may suspend or revoke the extension of further credit at any time at CSC's sole discretion. At the sole discretion of CSC and under terms acceptable to CSC, extended credit terms may be offered. I/We understand that a FINANCE CHARGE EQUAL TO 1.5% PER MONTH (18% PER ANNUM) of any account balance not paid when due will be applied to our account. All payments received shall first be applied to any unpaid finance charge. In addition to the finance charge, I/we agree to pay to CSC all out of pocket cost and attorney fees incurred with the collection of my/our account. I/We may terminate the right to charge with CSC but agree that any such termination shall not affect my/our obligation to pay any and all exiting account balances with CSC.

**Disclosure:** By signing below, I/we certify that the information, together with any additional information provided, is a true, correct and complete statement. I/we consent to any credit and employment investigation (both in the current and future years) necessary to act on or verify the supplied information, including obtaining a credit report on any individual applicant(s) and reporting applicant performance under this agreement to credit reporting agencies.

**AgQuest Loan Application Authorization:** \_\_\_\_\_ (only effective if initialed) I/we acknowledge that we may be eligible for a loan from Centra Sota's financial services affiliate, AgQuest Financial Services, Inc. ("AgQuest") or Northland Capital (NLC). If Centra Sota determines that I/we may meet the underwriting requirements of AgQuest or NLC, I/we consent to the submission of this application to AgQuest or NLC for credit consideration. However, I/we acknowledge that failure to obtain credit from AgQuest or NLC does not impact our obligation to Centra Sota as stated in the agreement section of this application. If submitted to AgQuest or NLC, I/we hereby authorize AgQuest/ NLC/Centra Sota to request any Protected Information and/or Personally Identifiable Information including but not limited to my farming operation, insurance policies acquired from Policy Company, USDA, Comprehensive Information Management System, or any agent that is protected from disclosure by the Privacy Act, section 502(c) of the Federal Crop Insurance Act (Act) or any applicable statute. Upon receipt of the application, applicant(s) shall be notified by a representative of AgQuest/NLC/Centra Sota as to any additional information needed to formalize applicant's loan request.

**IMPORTANT: PLEASE REVIEW THE REVERSE SIDE OF THIS PAGE BEFORE SIGNING THIS AGREEMENT**

FAXED OR ELECTRONIC SIGNATURE IS ACCEPTABLE AND TREATED AS ORIGINAL SIGNATURE.

APPLICANT'S SIGNATURE	DATE
OTHER APPLICANT'S SIGNATURE (When applicable)	DATE

## Required Regulation Z Disclosures

<b>What is the finance charge rate?</b>	A periodic rate of 1.5% per month is charged on all balances still owing on the 1st day of the second month following the month in which credit was extended. The <b>ANNUAL PERCENTAGE RATE</b> is 18%.
<b>Method used to figure the balance on which the finance charge will be computed?</b>	Credits and payments are deducted from the previous past due balance to arrive at the new past due balance on which the <b>FINANCE CHARGE</b> for the following month is computed.
<b>Are there other charges in addition to the finance charge?</b>	<b>Yes. A \$30 charge is assessed for checks that are returned for non-sufficient funds.</b> The Cooperative is also permitted to recover its attorneys fees and other costs associated with collecting amounts owed the Cooperative.
<b>Does the Cooperative take a security interest?</b>	Usually no, but there are cases when the Cooperative 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.
<b>Does the Cooperative have a first lien on your equity in the Cooperative and the right to offset against it?</b>	<b>Yes.</b> Part of the Cooperative'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 Cooperatives Articles of Incorporation give the Cooperative a first lien on any equities you earn from patronizing the Cooperative. The Cooperative routinely offsets those equities against accounts that it considers uncollectible. The Cooperative reserves the right to discount your equities if it exercises its right of offset.
<b>Is there a point where your payment terms will be cash on delivery (COD) if your account is not paid?</b>	<b>Yes.</b> 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 Cooperative reserves the right to place any account holder on immediate COD anytime the Cooperative has reasonable belief that repayment will not be made in accordance with the credit policy, or if the Cooperative 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.
<b>Is there a minimum amount due?</b>	<b>Yes.</b> The Cooperative is not in the business of providing financing to its customers. The Cooperative provides convenience credit, and the credit policy requires payment of the account in <b>full</b> by the end of the month following the closing date. The Cooperative may, but is not obligated to, continue extending credit to those who do not pay their account in accordance with the Cooperative's credit policy. Send payments to Centra Sota Cooperative, 805 Highway 55 E, Buffalo, MN 55313.

### 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 805 Highway 55 E, Buffalo, MN 55313. 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 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 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.

### Disclaimer of All Warranties

**THE COOPERATIVE MAKES NO WARRANTY OF ITS PRODUCT, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE, EXCEPT AS OTHERWISE REQUIRED OR PROVIDED BY LAW.**

### Consent to Declaration of Patronage Refunds

By signing this agreement, I hereby consent to include in my gross income (or the gross income of the equity 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 Centra Sota 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 Attorneys Fees & Collection Costs

In the event the Cooperative initiates collection proceedings to collect amounts due on an open account for agricultural or commercial purchases, all costs of collection and reasonable attorney's fees incurred or paid by the Cooperative 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 the Cooperative for Inquiring with Employment/Trade/Credit References

The applicant shall indemnify and hold the Cooperative harmless for 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 names to answer any questions posed to it by the Cooperative, and the applicant shall indemnify and hold that reference harmless to the same extent as the applicant indemnifies and holds the Cooperative harmless. The Cooperative shall also be held harmless from the receipt and use of credit reports about the applicant or the applicant's guarantor.

### Your Failure to Inform Cooperative of Address Changes or Keep Address Current

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