



MOUNTAIN WEST CO-OP

APPLICATION FOR CREDIT

CHS Inc.

MISSOULA: 4570 Reserve Street | Missoula, MT 59808 KALISPELL: PO Box 579, Kalispell MT 59903 MISSOULA: (406) 543-8383 | Fax 406-549-5195 KALISPELL: (406) 755-7400 | Fax 406-755-7478

For Office Use Only

Patron # _____

Credit Limit \$ _____

Approval _____

Date _____

Sub location _____

PRODUCTS PLANNING TO PURCHASE:

Feed Petroleum LP Gas Seed Agronomy 4-H Other: _____

CREDIT NEEDED: \$

REQUESTING ACCOUNT TO BE SET UP AS:

Business Primary with Guarantor Individual Primary with Business Secondary Individual only

Cardrol Card Needed: Yes Number: ____

INDIVIDUAL: (As recorded with IRS)

Individual information fields: Last Name, First Name, Middle Initial, Social Security Number, Date of Birth, Address, City, State, Zip Code, Physical Address, Home Phone Number, Cell Phone / Fax Number, Email Address, Previous Address, City, State, Zip Code.

BUSINESS: (As recorded with IRS)

Business information fields: Legal Name, Contact Person, Physical Address / PO Box, City, State, Zip Code, Business Phone, Fax Number, Email Address, Federal Tax ID Number, Tax Exempt Number, Type of Business, Individual Partnership LLC Other, Corporation - Date of Inc, State of Inc.

AUTHORIZED SIGNER:

Authorized signer fields: If you are applying as a business, are you an authorized signer? No Yes, Please Print Name, Title.

BANK REFERENCES:

Bank reference fields: Operating Line, Bank Name, Contact Person, Location, Phone Number, Fax Number, Checking/Saving, Bank Name, Contact Person, Location, Phone Number, Fax Number.

CREDIT / TRADE REFERENCES:

Credit / Trade reference fields: Name, Account Number, Location, Phone Number, Fax Number.

CO-APPLICANT: (If Applicable)

Co-applicant information fields: Last Name, First Name, Middle Initial, Social Security Number, Date of Birth, Address, City, State, Zip Code, Home Phone Number, Cell Phone / Fax Number, Relationship to Applicant, Bank Reference, Bank Name, Contact Person, Location, Phone Number, Fax Number.

GUARANTOR: (For Business Applicants)

Guarantor information fields: Last Name, First Name, Middle Initial, Social Security Number, Date of Birth, Address, City, State, Zip Code, Home Phone Number, Cell Phone / Fax Number, Relationship to Applicant, Bank Reference, Bank Name, Contact Person, Location, Phone Number, Fax Number.

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 CHS TO EXTEND CREDIT TO THE APPLICANT(S). THIS PERSONAL GUARANTEE SHALL REMAIN EFFECTIVE UNTIL REVOKED BY THE UNDERSIGNED BY NOTICE IN WRITING TO CHS. HOWEVER, SUCH A REVOCATION SHALL BE EFFECTIVE ONLY TO AMOUNTS DUE WHICH ARISE OUT OF NEW CONTRACTS OR TRANSACTIONS ENTERED INTO MORE THAN 30 DAYS AFTER RECEIPT OF NOTICE BY CHS. SUCH NOTICE MUST BE GIVEN BY CERTIFIED MAIL TO CHS. AT ANY TIME CHS 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 DEEMED FIT, 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. CHS 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, CHS SHALL BE ENTITLED TO RECOVER ALL OF ITS COSTS AND ATTORNEY FEES FROM ANY PERSONAL GUARANTOR. ALL NOTICES REGARDING THIS PERSONAL GUARANTEE MUST BE SENT TO CHS AT 5500 CENEX DRIVE, ATTN MS 140, INVER GROVE HEIGHTS, MN 55077.

YOU FURTHER ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND ACCEPT THE TERMS OF THIS AGREEMENT INCLUDED ON PAGE TWO OF THIS APPLICATION. YOU AUTHORIZE US TO CONTACT REFERENCES AND OBTAIN FINANCIAL INFORMATION, INCLUDING BUT NOT LIMITED TO A CREDIT REPORT ON APPLICANT, NOW AND IN THE FUTURE AS WE DEEM NECESSARY. YOU UNDERSTAND THAT WE WILL RETAIN THIS APPLICATION WHETHER OR NOT IT IS APPROVED.

IF APPLICANT IS AN ENTITY, APPLICANT REPRESENTS AND WARRANTS THAT THE APPLICANT: (1) IS DULY ORGANIZED, VALIDLY EXISTING AND IN GOOD STANDING UNDER THE LAWS OF THE APPLICABLE JURISDICTION; (2) IS DULY QUALIFIED TO DO BUSINESS IN SAID JURISDICTION; AND (3) HAS THE FULL RIGHT, ORGANIZATIONAL POWER AND AUTHORITY TO MAKE THIS APPLICATION AND PERFORM ITS OBLIGATIONS HEREUNDER. BY SIGNING BELOW, THE UNDERSIGNED ATTESTS THAT HE OR SHE IS DULY AUTHORIZED TO SIGN THIS APPLICATION AND OTHER DOCUMENTS OR INSTRUMENTS IN CONNECTION THEREWITH ON BEHALF OF THE APPLICANT.

Signature and date fields: Individual Signature, Business Signature, Title, Co-Applicant Signature, Guarantor Signature, Date.

FINANCIAL INFORMATION:

**BALANCE SHEET AS OF _____ FOR _____ (NAME OF INDIVIDUAL OR BUSINESS)
OR, PLEASE ATTACH YOUR MOST RECENT BALANCE SHEET. (NOTE: ALL INFORMATION MUST BE COMPLETED TO
RECEIVE CONSIDERATION FOR ANY CREDIT LIMIT REQUESTS GREATER THAN \$10,000)**

ASSETS		DEBT & NET WORTH	
CASH & INVESTMENTS	\$	ACCOUNTS PAYABLE	\$
CROP INVENTORY TOTAL		NOTES DUE WITH BANK	
LIVESTOCK INVENTORY		CURRENT PORTION - TERM DEBT (DUE 1 YR.)	
PRE-PAID EXPENSES - CROPS		LAND RENT PAYABLE	
NOTES / ACCOUNTS RECEIVABLE		CREDIT CARD DEBT	
OTHER CURRENT ASSETS (_____)		OTHER CURRENT DEBT (CONTRACT FOR DEED)	
TOTAL CURRENT ASSETS	\$	TOTAL CURRENT DEBT	\$
MACHINERY & EQUIP. TOTAL		EQUIP. LOANS (NET OF CURRENT ABOVE)	
FARM REAL ESTATE		VEHICLE LOANS	
IRA'S & SECURITIES		REAL ESTATE LOANS (NET OF CURRENT)	
OTHER FIXED ASSETS (_____)			
TOTAL LONG TERM ASSETS	\$	TOTAL LONG TERM DEBT	\$
TOTAL ASSETS	\$	TOTAL LIABILITIES	\$
		NET WORTH	\$

1. IN THE AGREEMENT "YOU" AND "YOUR" IS THE APPLICANT(S), AND "WE", "US" OR "OUR" IS CHS.
2. YOU AGREE TO PAY US FOR CREDIT EXTENDED ON THIS ACCOUNT PURSUANT TO THIS AGREEMENT, TOGETHER WITH ALL APPLICABLE CHARGES. YOU AGREE THAT THIS ACCOUNT SHALL **BE USED ONLY FOR BUSINESS OR AGRICULTURAL PURPOSES** AND NOT PRIMARILY FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.
3. YOU WILL RECEIVE A MONTHLY ACCOUNT STATEMENT SHOWING THE PURCHASES FOR THE PRIOR MONTH. YOU AGREE TO PAY THE ENTIRE BALANCE SHOWING ON YOUR ACCOUNT STATEMENT BY THE PAYMENT DUE DATE, AND YOU UNDERSTAND THAT WE MAY IMPOSE A **FINANCE CHARGE OF 1.5% PER MONTH (WHICH IS AN ANNUAL RATE OF 18%)**, OR AS APPLICABLE ACCORDING TO STATE LAW, IF ANY PORTION OF YOUR BALANCE REMAINS UNPAID BEYOND THAT DATE.
4. WE WILL SET YOUR CREDIT LIMIT AND THIS IS THE MAXIMUM AMOUNT YOU MAY CHARGE ON YOUR ACCOUNT. WE MAY REFUSE TO EXTEND ADDITIONAL CREDIT AT ANY TIME.
5. THE FINANCE CHARGE ON THE ACCOUNT IS COMPUTED BY ADDING THE BALANCE OUTSTANDING EACH DAY IN THE BILLING PERIOD DIVIDED BY THE NUMBER OF DAYS IN THAT PERIOD. THE BALANCE OUTSTANDING EACH DAY IS DETERMINED BY ADDING ANY PURCHASES AND CHARGES AND SUBTRACTING PAYMENTS AND CREDITS FROM THE BALANCE OUTSTANDING. THE MINIMUM CHARGE IS \$.50 PER MONTH. INTEREST MAY BE COMPOUNDED AT OUR DISCRETION IF PERMITTED BY LAW.
6. PAYMENTS SHALL BE APPLIED FIRST TO THE UNPAID **FINANCE CHARGE**, THEN TO THE REMAINING OUTSTANDING BALANCE.
7. IN THE EVENT THAT COLLECTION PROCEEDINGS ARE INSTITUTED TO COLLECT ANY BALANCE DUE, YOU AGREE TO PAY ALL COLLECTION COSTS, INCLUDING ATTORNEYS' FEES, LEGAL EXPENSES AND OTHER COSTS AND EXPENSES TO COLLECT ANY DEBT OR ENFORCE ANY RIGHT UNDER THIS AGREEMENT.
8. IF APPLYING FOR A JOINT ACCOUNT, YOU EACH AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND SHALL BE JOINTLY AND SEVERALLY LIABLE FOR PAYMENT OF ALL PURCHASES MADE UNDER THIS AGREEMENT.
9. IF YOU: (A) FAIL TO MAKE A PAYMENT WHEN DUE; (B) BREACH ANY OBLIGATION UNDER THIS AGREEMENT; (C) MAKE ANY FALSE STATEMENTS TO US; OR (D) FURNISH ANY FALSE OR MISLEADING INFORMATION, WE MAY SUSPEND AT OUR OPTION; LIMIT, SUSPEND OR CANCEL YOUR ACCOUNT; ACCEPT LATE OR PARTIAL PAYMENTS WITHOUT LOSING ANY RIGHTS; REQUIRE THE IMMEDIATE PAYMENT OF THE OUTSTANDING BALANCE, INCLUDING FINANCE CHARGES AND OTHER FEES; OR TAKE ANY OTHER ACTION PERMITTED BY LAW. TERMINATION DOES NOT AFFECT YOUR OBLIGATION TO PAY YOUR EXISTING BALANCE.
10. TO THE EXTENT PERMITTED BY LAW, IF ANY CHECK OR OTHER PAYMENT YOU PRESENT TO US IS RETURNED UNPAID, YOU MAY BE ASSESSED A DISHONORED PAYMENT FEE UNDER THIS AGREEMENT.
11. WE MAY CHANGE THE TERMS OF THIS AGREEMENT AT ANY TIME AND WILL NOTIFY YOU IN ADVANCE OF THE CHANGES IN WRITING. YOUR CONTINUED USE OF THE ACCOUNT WILL INDICATE YOUR ACCEPTANCE OF ANY CHANGE.
12. WE MAY FROM TIME TO TIME REQUEST INFORMATION FOR THE PURPOSE OF CONDUCTING A CREDIT REVIEW FOR INSURING PAYMENT, AND YOU AGREE TO FURNISH INFORMATION REQUESTED BY US WITHIN A REASONABLE PERIOD. FURTHER, YOU AUTHORIZE US TO INVESTIGATE YOUR CREDIT RECORD, AND YOU UNDERSTAND WE MAY OBTAIN A CREDIT REPORT. YOU AUTHORIZE US TO FURNISH INFORMATION ABOUT YOUR ACCOUNT TO CREDIT REPORTING AGENCIES AND OTHERS YOU LAWFULLY MAY RECEIVE IT. FURTHER, WE ARE AUTHORIZED TO CHECK YOUR CREDIT AND EMPLOYMENT HISTORY AND TO ANSWER QUESTIONS ABOUT YOUR CREDIT EXPERIENCE WITH US. YOU ALSO AUTHORIZE YOUR BANK/LENDING INSTITUTION TO PROVIDE A CREDIT REFERENCE AND YOUR CURRENT FINANCIAL STATEMENT TO US. IF REQUIRED, A PHOTOCOPY OF THIS CREDIT APPLICATION IS AUTHORIZATION FOR THE BANK AND TRADE REFERENCES TO PROVIDE NECESSARY CREDIT INFORMATION.
13. WE ARE NOT BOUND BY ANY NOTATION OF "PAID IN FULL" THAT ACCOMPANIES ANY PAYMENT IF THE PAYMENT IS NOT FOR THE TOTAL OUTSTANDING AMOUNT.
14. YOU AGREE TO NOTIFY US IMMEDIATELY OF ANY QUESTIONS ABOUT A STATEMENT OR CHANGE IN ADDRESS.
15. NO DELAY OR OMISSION TO EXERCISE RIGHTS WILL IMPAIR ANY SUCH RIGHTS OR WILL BE A WAIVER OF ANY DEFAULT OR RIGHTS.
16. FACSIMILE OR ELECTRONIC COPIES OF SIGNATURES SHALL BE DEEMED ORIGINAL SIGNATURES FOR ALL PURPOSES RELATED TO THE AGREEMENT.
17. WE ARE AUTHORIZED TO FILE AN AGRICULTURAL LIEN AS ALLOWABLE BY STATE LAW.
18. UNTIL NOTIFIED IN WRITING TO THE CONTRARY BY THE PATRON, CHS MAY ASSUME THAT THE PATRON'S SPOUSE, CHILDREN OVER THE AGE OF SIXTEEN YEARS, AND EMPLOYEE'S IF ANY, ARE AUTHORIZED TO PURCHASE GOODS OR SERVICES AND CHARGE THEM TO THE PATRON'S ACCOUNT.
19. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THIS APPLICATION AND ALL RELATED INSTRUMENTS AND DOCUMENTS SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MINNESOTA (WITHOUT REGARD TO THE CONFLICT OF LAWS PROVISIONS THEREOF). APPLICANT IRREVOCABLY AND UNCONDITIONALLY (1) AGREES THAT IT IS AND SHALL CONTINUE TO BE SUBJECT TO THE JURISDICTION OF THE STATE COURTS OF THE STATE OF MINNESOTA; AND (2) CONSENTS AND SUBMITS TO THE EXCLUSIVE JURISDICTION OF ANY STATE COURT LOCATED IN THE STATE OF MINNESOTA, AND WAIVES ANY OBJECTION RELATED THERETO, FOR ANY ACTION, LITIGATION OR PROCEEDING OF ANY KIND WHATSOEVER IN ANY WAY ARISING FROM OR RELATING TO THIS APPLICATION, APPLICANT'S ACCOUNT OR ANY INSTRUMENTS OR DOCUMENTS RELATED THERETO.