

# Commercial/Corporate Farm

## CREDIT APPLICATION



Central Plains

### IDENTIFICATION

Applicant Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Co-Applicant Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Trade Name/Business Name (if different from above): \_\_\_\_\_ Member Number: \_\_\_\_\_

Email: \_\_\_\_\_ Address (if P.O. street address as well): \_\_\_\_\_

Town: \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

### BUSINESS INFORMATION

Nature of Business: \_\_\_\_\_ Business No.: \_\_\_\_\_ PST No.: \_\_\_\_\_

Check One Box:  Corporation  Partnership  Sole Proprietorship  Other

Specify (if other): \_\_\_\_\_

Years In Business: \_\_\_\_\_ Incorporation/Effective Date (mm/dd/yy): \_\_\_\_\_

Number of Employees: \_\_\_\_\_ Accounts Payable Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

If subsidiary, branch or division, please state parent corporation

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Address (if P.O. street address as well): \_\_\_\_\_

Town: \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Financial statements prepared for the year of \_\_\_\_\_ Copy Attached

Financial information provided will be held in the strictest confidence and used for credit purposes only.

Officer, Partner or Owner's and Name Title	Home Address (Partner's or Owner's)	Birth Date (mm/dd/yy)

### REFERENCES

Financial Institution: \_\_\_\_\_ Account Manager: \_\_\_\_\_

Address (if P.O. street address as well): \_\_\_\_\_

Account Number: \_\_\_\_\_ Phone Number: \_\_\_\_\_

REFERENCES CONTINUED

Current Trade Supplier's Name \_\_\_\_\_

Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_ Account Number: \_\_\_\_\_

Current Fuel Supplier's Name \_\_\_\_\_

Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_ Account Number: \_\_\_\_\_

Are there any legal actions pending against you?  Yes  No

Have you or your partner(s) been discharged from bankruptcy in the last six years?  Yes  No

COMPLETE THIS PORTION FOR CORPORATE FARM USE

Legal Description of Land: Section(s) Meridian \_\_\_\_\_ Township \_\_\_\_\_ Range \_\_\_\_\_ West Of \_\_\_\_\_

Land:  Rented  Owned Landlord (if rented): \_\_\_\_\_

Years Farmed: \_\_\_\_\_ Acres Farmed: \_\_\_\_\_ Location of Livestock: \_\_\_\_\_

Is Livestock Financed by Third Party?:  No  Yes If so my whom?: \_\_\_\_\_

Number and Type of Livestock: \_\_\_\_\_

Processor: \_\_\_\_\_ Hatchery: \_\_\_\_\_ Quota: \_\_\_\_\_

Name of Insurance Company and Agent: \_\_\_\_\_

Other Current or Previous Accounts: \_\_\_\_\_

ACCOUNT INFORMATION

EST. MONTHLY CO-OP PURCHASES: \$ \_\_\_\_\_ CREDIT LIMIT REQUESTED: \$ \_\_\_\_\_

Please read, date and sign.

I/we certify that the information provided on this form (the "Credit Application") is true. I/we certify that I am/we are entering into this Agreement (as later defined) primarily for commercial purposes (that is, not personal, family or household purposes), or for corporate farming purposes. I am/we are at least 18 years of age. I/we understand that Central Plains Co-operative Ltd. may accept or reject this Credit Application. If this Credit Application is accepted, I am/we are the corporation/the partnership/other business entity is bound by Central Plains Co-operative Ltd's Credit Agreement and Statement of Disclosure (the "Credit Agreement") and Central Plains Co-operative Ltd's Credit Policy (the "Credit Policy") and any amendments or replacements which the Co-op sends me. I/we have retained a copy of the Credit Agreement and Credit Policy. Where a co-applicant signs this Credit Application with me, we acknowledge that the terms of this Credit Application and all consents given in it bind both of us. We agree to be jointly and individually liable, which means we are liable both individually and together for all amounts charged to the account. We are also liable both individually and together for any interest that accrues due to payment dates not being met. If this Credit Application is made by a corporation, partnership, or other business entity, each of the above statements is considered to be made by an authorized person on behalf of the corporation, partnership, or other business entity, as the case may be with all necessary modifications and the corporation, partnership or other business entity certifies that it is duly incorporated, registered, or organized, as applicable, and is in good standing.

I/we/the corporation/the partnership/other business entity consent(s) to the exchange of account and credit information and personal information by Central Plains Co-op and to the exchange of credit information with any credit grantor, credit bureau and credit reporting agency.

Date (mm/dd/yy): \_\_\_\_\_

I/we consent to the collection, use and disclosure of the above information in accordance with the Central Plains Co-operative Ltd.'s Privacy Policy available at www.centralplainsco-op.crs

\_\_\_\_\_  
Individual Applicant Signature

\_\_\_\_\_  
Position or Title

\_\_\_\_\_  
Co-Applicant Signature

\_\_\_\_\_  
Position or Title

## CREDIT AGREEMENT AND STATEMENT OF DISCLOSURE

Please retain for your records. In consideration of the Co-op accepting your Credit Application, (which, together with this Credit Agreement and the Credit Policy, constitutes the "Agreement"), and opening an account in your name, you agree to the credit terms set out below.

### 1. Types of Credit Accounts/Use of the Account

- a. Under a charge account, credit is extended for new purchases (i.e. a purchase not shown on a previous statement) until the due date shown on the statement (the "Due Date"). No interest is charged on new purchases when the Co-op receives payment in full by the Due Date. Under a dating account, credit is extended for new purchases beyond 30 days to the Due Date shown on the statement. No interest is charged on the purchases recorded in a dating account. When due, the purchases in the dating account are transferred to the charge account and interest is charged at the interest rate on the charge account if the amount transferred is not paid on or before the Due Date.
- b. Upon cancellation of your membership, you will pay your accounts in full despite the cancellation or expiry of any rights and privileges under this Agreement.
- c. You may make enquiries about your accounts during the Co-op's ordinary business hours by phoning the Administration office at 306.882.2601.

### 2. Credit

- a. The Co-op will advise you of your credit limit (the "Limit") by letter or in your first statement after acceptance of your credit application. The Limit may be increased or decreased at any time by the Co-op. The change will be disclosed in the next statement following the change. You hereby request any increase to the Limit at any time for which you may qualify. The Limit may be decreased by the Co-op without notice if the account becomes past due.
- b. In the event that the balance on your card does exceed your Limit, the terms set out in this agreement apply to the balance in full, including the portion in excess of your Limit.
- c. Any credit balance in your account will be refunded within 30 business days from the Co-op's receipt of your written request. Otherwise, the Co-op will refund to you any credit balance remaining in your account after six months.
- d. You consent to the Co-op reporting your performance under this agreement to credit reporting agencies and others who request a credit reference from the Co-op.

### 3. Billing

- a. The Co-op will send you a statement every month for purchases that have been made under your accounts during the previous month, and for any unpaid balance. Co-applicants will not receive statements.
- b. Where anyone authorized by you gives your account number to make a purchase, you will be liable to pay as if the sales receipt was signed by you.
- c. If you do not notify the Co-op in writing of an error or omission in your statement of account within 30 days of the statement date, you agree that the statement is considered conclusively to be correct.
- d. Any adjustment made by means of a credit voucher will be credited to you, but until the time the credit voucher is granted and recorded, you are responsible to pay the amount in which it relates to the Co-op in accordance with this Agreement.

### 4. Interest and Payment

- a. You agree to perform promptly all your obligations under this Agreement.
- b. You agree to pay the amount due in full on or before the Due Date appearing on each statement sent by the Co-op to you.
- c. You have the right to prepay the entire balance in full or in part without charge.
- d. You agree to pay interest to the Co-op on all past due amounts at the annual rate of 24%, both before and after demand, default and judgment. This is the annual percentage rate on the charge account. This interest is added to the charge account and forms part of the amount due. This interest compounds monthly and will bear interest on your next monthly statement if the amount due on the statement is not paid in full on or before the Due date.
- e. Payments will be applied by the Co-op in the following order: previously billed interest and purchases, interest and purchases shown on current statement, interest and purchases to be billed.
- f. You agree you are liable for the entire outstanding balance of your accounts despite any variation of interest terms by the Co-op.
- g. In addition to the amounts otherwise payable under this Agreement, you agree to pay the Co-op its charge for each cheque received by the Co-op from you that is subsequently dishonoured.
- h. Payments must be made only by cash, cheque, debit card or money order, or by other arrangement authorized by the Co-op.
- i. The Co-op has the right to amend the interest rate in accordance with Section 7 of this Agreement.

### 5. Default

- a. You will be in default if any of the following occurs:
  - i. you do not make a payment when due;
  - ii. a bankruptcy proceeding is filed by or against you, or you are the subject of receivership or insolvency proceedings, or any of your assets are seized;
  - iii. you have made a false or misleading representation on your Credit Application;
  - iv. you die;
  - v. you breach any of your other agreements in this Agreement;
  - vi. if the Co-op has reasonable cause to believe your ability to perform your obligations under this Agreement, including making timely payments, is impaired.
- b. Upon your default, the Co-op may:
  - i. immediately suspend or cancel your privilege to obtain credit;
  - ii. declare that all outstanding balance in your accounts will become due and payable ten days from the date the Co-op's written notice of the default or other event is sent to you;

- iii. realize upon its security interest as described in Section 10(a) of this Agreement, including exercising its right to seize the property in which it has an interest; and you die;
  - iv. exercise its right to any other remedies available in this Agreement and at law.
- c. You agree to pay all reasonable expenses, costs and disbursements, including fees as between a solicitor and his or her own client, which may be incurred by the Co-op in the enforcement of its rights under this Agreement.
  - d. You agree that taking of a judgment against you will not operate as a merger of your promise to pay, or affect the right of the Co-op to collect interest at the rates set by the Co-op from time to time on any amounts owing to the Co-op under this Agreement or on the judgment.

**6. Cancellation.** You may cancel this Agreement at any time by written notice. The Co-op has the right to cancel your credit accounts and the service account (the "Account") Card at any time, including, without limitation, upon your death or if you become bankrupt or insolvent.

**7. Amendments.** The Co-op may amend the provisions of this Agreement including the interest rate by giving written notice to you of the change. The Co-op will notify you in writing of the amendment, which may be by notice on your statement. The amendment will be effective 30 days, or such greater time period which may be required by applicable laws, after the date notice is given. Unless you cancel your credit accounts within that notice period, the amendment(s) will be binding on you.

### 8. Notices

- a. Any notice required or permitted to be given to you under the terms of this Agreement is sufficiently given if shown on your statement or if sent by priority mail to the latest address contained in the Co-op's files. Unless otherwise provided in this Agreement or by law, any notice so given will be considered to have been received by you on the 7th day after the date on which it was mailed. You agree to notify the Co-op promptly of any change of address. Notice to you or to a co-applicant is considered notice to all.
- b. Any notice required or permitted to be given by you to Co-op under this agreement is to be in writing and sent by priority mail to Box 970, Rosetown Saskatchewan, S0L 2V0. Unless otherwise provided in this agreement or by law, any notice so given will be considered to have been received by the Co-op on the 7th day after the date on which it was mailed."

### 9. Co-applicants

- a. Where a co-applicant signed the Credit Application with you, the terms of this Agreement bind each of you and apply with whatever changes of grammar are necessary.
- b. Where there are co-applicants, you agree that your liability for all amounts payable under the terms of this Agreement is joint and several, which means you are liable both individually and together for all amounts charged to the accounts.

### 10. Miscellaneous

- a. You grant the Co-op a security interest in any and all merchandise purchased from the Co-op (the "Merchandise") and in the proceeds of such merchandise to secure payment to the Co-op for all debts, charges and liabilities, present and future, at any time owing by or in connection with your accounts. If for any reason you do not make payments on time or pay any other amounts due to the Co-op in the manner provided in this Agreement, in addition to any other rights and remedies available at law or in equity, the Merchandise and the proceeds from such Merchandise may be repossessed to the extent permitted by law. Where permitted by law, you waive your right to receive copies of any financing statement, financing change statement or verification statement relating to this Agreement.
- b. If any part of this Agreement is contrary to law or found inoperative by any court, that part is ineffective without invalidating the other parts of this Agreement.
- c. This Agreement will be governed by the laws of the Province in which the Co-op is situated.
- d. You acknowledge receipt of a copy of this Agreement at the time of signing the Commercial/Corporate Farm Credit Application and before the extension of any credit of the use of the accounts.
- e. The Co-op will be confidentially collecting applicants' information in accordance with the Privacy Policy.
- f. Failure by the Co-op to exercise any of its rights, powers or remedies in this agreement or its delay to do so does not constitute a waiver of those rights, powers or remedies.