

# CREDIT/MEMBERSHIP APPLICATION & AGREEMENT

Corporate Office:  
1100 E Main St  
Marshall, MN 56258

Canby  
Ghent  
Hendricks

Ivanhoe  
Marshall  
Minneota

Slayton  
  
**507.532.9686**



● AMOUNT OF CREDIT REQUESTED: \$ \_\_\_\_\_ ● # OF CARDS NEEDED: \_\_\_\_\_ (for use at c-stores)

Type of Operation: ☐ Agriculture ☐ Consumer ☐ Commercial

Interested in Purchasing: ☐ All Products ☐ Agronomy

☐ C-Store ☐ Diesel ☐ Gasoline ☐ Propane ☐ Shop/Service

**OFFICE USE ONLY** Acct #:

Credit Decision: ☐ Approved ☐ Denied

By: \_\_\_\_\_ Date: \_\_\_\_\_

Credit Limit: \$ \_\_\_\_\_

## APPLICANT INFORMATION

Type of Organization: ☐ Individual ☐ LLC ☐ Partnership ☐ Corporation

If Applicable, Entity Name: \_\_\_\_\_ TIN/EIN#: \_\_\_\_\_

**APPLICANT** First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_ MI: \_\_\_\_\_

Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_ Social Security Number: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_ County \_\_\_\_\_ ☐ Own ☐ Rent

Previous Address: \_\_\_\_\_  
If Less Than 5 Years at Present Address City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Cell Phone: (\_\_\_\_) \_\_\_\_\_ E-Mail: \_\_\_\_\_ ☐ Check Box to Opt-In For Paperless Statements

Present Employer: \_\_\_\_\_ # Years: \_\_\_\_ Position: \_\_\_\_\_ Net Income: \_\_\_\_\_  
Annual

## SPOUSE, CO-APPLICANT OR GUARANTOR

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_ MI: \_\_\_\_\_

Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_ Social Security Number: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

## CREDIT & TRADE REFERENCES

List three businesses where credit is now or has been extended

Business Name	Address	Phone	Annual Payment	Current Balance

**For Agronomy Applicants and Corporations Only:** Please provide a current financial statement (Balance Sheet)

The above information is for the purpose of obtaining credit and is warranted to be true. I agree to pay all bills, according to the Credit Terms listed on the back of this application and per the Ag Plus Credit Policy ([agpluscoop.com/credit-policy](http://agpluscoop.com/credit-policy)), upon receipt of the statement or as otherwise expressly agreed.

I hereby authorize Ag Plus Cooperative to investigate the references herein listed and/or obtain my credit history through a credit reporting agency. **I have read and agree to all of the terms and conditions contained on the backside of this Credit/Membership Application & Agreement.**

\_\_\_\_\_  
Applicant Date

\_\_\_\_\_  
Co-Applicant Date

### Consent to Receive Patronage

I hereby consent to include in my gross income, as now or hereafter provided in the federal income tax laws, the stated dollar amount of each written notice of qualified allocation which I receive from Ag Plus Cooperative with respect to my patronage occurring during the current and all subsequent taxable years of this cooperative. This individual consent shall be revocable by me at any time if in writing.

**Certification** - Under penalty of perjury, I certify that (1) The number shown on this form is my correct taxpayer ID or SSN, and (2) I am not subject to backup withholding.

\_\_\_\_\_  
Signature Date

# CREDIT TERMS & REG Z DISCLOSURE

Applicant agrees that the following terms along with the Regulation Z Disclosure, to the extent that Regulation Z applies, and Ag Plus Cooperatives credit policy will govern any purchases made that are charged to any account that Applicant may have with Ag Plus Cooperative.

1. In this agreement "Applicant" and "Applicants" are the person(s) or business identified on the front side of this Credit/Membership Application and Agreement ("Agreement") and "Ag Plus" is Ag Plus Cooperative.
2. Credit is available to the Applicant on a convenience basis only. The billing date for credit purchases is the last day of the month in which the purchase was made. Applicant agrees to pay the entire balance showing on Applicant's account statement or invoice by the Payment Due Date. The Payment Due Date of the account is the 20th of the following month after the date of purchase. If any portion of Applicant's balance remains unpaid beyond the Payment Due Date, credit privileges may be suspended or revoked.
3. Applicant agrees that an interest or finance charge of 1.5% per month, which is an annual percentage rate of 18% 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 Payment Due Date, plus any previous balance, that remains unpaid. The minimum charge is \$1.50 per month.
4. Products and services eligible for discounts must be paid for at the time of delivery or by the 20th of the month following the month of purchase.
5. Legal action may be taken to collect any PAST DUE accounts. Applicant shall be liable for all collection costs, court costs, expenses, and attorney's fees incurred by Ag Plus to collect payment of amounts owed by Applicant.
6. The terms and conditions of this Agreement may be amended in writing by the agreement of all parties. Such amendments shall not affect charges or other debt incurred prior to the amendment.
7. If applying for a Joint Account, all Applicants agree to be bound by the terms of this Agreement and each Applicant agrees to be jointly and severally liable for payment of all purchases or charges made under this Agreement.
8. Applicant has the right to limit or terminate Applicant's charge account, but termination will not affect your obligation to pay any balance existing at the time of termination, plus continuing finance charges. We may, at Ag Plus's sole discretion, declare the entire balance on Applicant's account due and payable at any time.
9. Ag Plus's Bylaws, which are incorporated by reference, give Ag Plus a first lien on any equities Applicant earns from patronizing Ag Plus. Ag Plus may, at Ag Plus's sole discretion, offset Applicant's equities (based on current value) against accounts that it considers uncollectible.
10. Ag Plus Cards may only be used at Ag Plus's Convenience Stores/pump locations. Applicant shall be provided a card with instructions upon approval of Applicant's application. Ag Plus cards may be locked out on past-due accounts or when credit limits are exceeded. You agree to notify Ag Plus immediately if any card issued on your account is lost, stolen, or otherwise used in a manner not authorized by you. Applicant will be liable for the unauthorized use of Applicant's card.
11. Applicant must inform Ag Plus of any change of address. If Ag Plus is unable to reach the Applicant at the address provided by the Applicant, Ag Plus may deem any equity Ag Plus previously allocated to the Applicant and not redeemed as equity contributed from the Applicant's equity account to Ag Plus's unallocated reserve.
12. 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 Lyon only, and the undersigned hereby consents to the jurisdiction of the Courts of the State of Minnesota, County of Lyon, and the U.S. District Court for the District of Minnesota.
13. This Agreement may be executed in counterparts, including counterparts provided by facsimile or email attachment or executed by or electronic or digital signature, each of which shall be deemed an original but together shall constitute but one and the same instrument.
14. The information provided by Applicant in this Agreement is true and correct.

AG PLUS 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 AG PLUS SHALL BE LIMITED TO THE PURCHASE PRICE OF THE GOODS PURCHASED.

What is the annual percentage rate (APR) for account balances not paid within 30 days?	Ag Plus charges an APR of 1.5% per month (18% per annum) on all account balances not paid within 30 days.
Are there other charges in addition to the finance charge?	<b>Yes. A \$30 charge is assessed for checks that are returned for non-sufficient funds.</b> Ag Plus is also permitted to recover its attorney's fees and other costs associated with collecting amounts owed Ag Plus.
Does Ag Plus take a security interest?	Usually not, but there are cases when Ag Plus 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.
Does Ag Plus have a first lien on your equity in Ag Plus and the right to offset against it?	Yes, it does. Part of Ag Plus's earnings are distributed to qualifying patrons in the form of equities, which are eventually revolved according to policies established by Ag Plus's Board of Directors. Ag Plus's bylaws give Ag Plus a first lien on any equities you earn from patronizing Ag Plus. Ag Plus routinely offsets those equities against accounts that it considers uncollectible. Ag Plus reserves the right to discount your equities if it exercises its right of offset. If you do not keep Ag Plus informed of address changes, your allocated equity, if any, will be deemed contributed to Ag Plus's unallocated surplus.
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 90 days after the closing date, and if the account is not paid, you may be required to pay cash for purchases thereafter. In addition, Ag Plus reserves the right to place any account holder on immediate COD anytime Ag Plus has reasonable belief that repayment will not be made in accordance with the credit policy, or if Ag Plus does not want to extend credit for any reason that is not otherwise unlawful.
Is there a minimum amount due?	Yes, Ag Plus is not in the business of providing financing to its customers. Ag Plus provides convenience credit, and the credit policy requires payment of the account in full by the 20th of the month following the closing date. Ag Plus may but is not obligated to, continue extending credit to those who do not pay for their account in accordance with the Ag Plus Coop credit policy. Send payments to Ag Plus, 1100 E. Main Street, Marshall, MN 56258.
L.P. Gas Tank Lease Cross Default	Any default in payment of the credit extended by Ag Plus will trigger an immediate cross-default in Applicant's LP Gas Tank Lease, if any, in existence at the time of the default.

**Request for Taxpayer  
Identification Number and Certification**

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**Give form to the  
requester. Do not  
send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	<b>2</b> Business name/disregarded entity name, if different from above.	
	<b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____  (Applies to accounts maintained outside the United States.)
	<b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . <input type="checkbox"/>	
	<b>5</b> Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code	
	<b>7</b> List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>											
				-				-			
<b>or</b>											
<b>Employer identification number</b>											
					-						

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person	Date
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**What's New**

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



# NEW MEMBER CHECKLIST

All new members must complete the following forms:

- Credit Application
- W-9
  - Required by the IRS for the reporting of Ag Plus qualified patronage allocations
- Certificate of Exemption ("ST3")
  - Required for certification of sales tax exemption if eligible, not required if not eligible for a sales tax exemption
- If purchasing agronomy products, provide a current (within six months) financial statement (balance sheet)

In addition to the above documents, if the member is a Corporation, Partnership, or LLC, the additional Certification of Shareholders and Officers for the Corporation is required.

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Please return the application and all other documentation to one of our offices for review/processing. Any questions, please contact:

## **Angie Hulzebos:**

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## **Angela Meyer:**

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## **OUR MISSION**

To Enhance  
Patron  
Prosperity