LEGACY COOPERATIVE
P. O. BOX 8
BISBEE, NORTH DAKOTA 58317-0008
(701) 656-3263 • 1-800-450-3263 • FAX (701) 656-3371

For Administrative Use Only	
Date:	/ /
Approved / Declined:	(circle one)
By:	
Account Number:	#
Credit Limit:	$

APPLICATION FOR OPEN ACCOUNT CREDIT
(BUSINESS/AGRICULTURAL)

$_____Please Indicate Amount of Credit Request.

_____Please Indicate Number of Cardtrol Gas Cards Requested (If Any).

BUSINESS INFORMATION – Please Print

Legal Name		**Date of Birth**	
DBA-Doing Business As		**Federal Tax ID (Required)**	
Billing Address			
Delivery Address		**Primary Contact Person**	
Office Phone	**Cell Phone**	**E-Mail Address**	
In Business Since	**Business Type: ☐ Sole Proprietorship ☐ Partnership ☐ Limited Liability Company ☐ Corporation ☐ Non-Profit Organization ☐ Government Entity ☐ Other_____**		
TOTAL ASSET $_____TOTAL LIABILITIES $_____NET WORTH $_____			
You May Be Required To Verify Financial Information At Time Of Application Or Anytime Thereafter.			

GUARANTORS (i.e. OWNERS, OFFICERS, MEMBERS OR PARTNERS) – Please List

Name	Title	Social Security Number	Date of Birth

PERSONS AUTHORIZED TO CHARGE TO THIS ACCOUNT

1.	**3.**
2.	**4.**

CREDIT/TRADE REFERENCES

Source	Name of Creditor	Telephone	Fax-or-Email
Landlord/Mortgage Holder			

PLEASE CONTINUE TO THE NEXT PAGE

BANKING REFERENCES

Type of Account	Name of Financial Institution	Telephone	Fax-or-Email

AGRICULTURAL INFORMATION – If Applicable

Crops: Number of Acres Farmed_____ **Livestock: Number of Head (Animal Units)_____**
This Information Is Required In Establishing Credit Limit.

PRODUCTS AND SERVICES NEEDED

_____Seed	**_____Fuels (Diesel, Gasoline)**	**_____Grain (Delayed Price, Storage)**
_____Fertilizer	**_____Oil**	**_____Grain Drying**
_____Chemical	**_____Propane**	**_____Trucking**
_____Crop Production Services	**_____Animal/Livestock Feed & Supplies**	**_____Farm/Ranch & Home**

CREDIT AGREEMENT

It is agreed that the following terms will govern any account established by the business applying for credit (referred to herein as the "Company") with Legacy Cooperative. References to "you" and "your" in this agreement mean collectively the Company and any individual who signs this agreement. References to "we," "us" and "LC" mean Legacy Cooperative.

1. **AGREEMENT TO PAY.** You agree to pay the cash price (including taxes) of goods and services charged to this account, together with applicable interest charges. Payment for purchases is due before the 15th day of the month following the date of purchase (the "Due Date"). The amount due and the Due Date will be shown on your monthly statement of account. Failure to pay the amount due by the Due Date shall constitute a default under this Agreement.

2. **INTEREST CHARGES.** Interest at the periodic rate of 1.50% per month, which is an Annual Percentage Rate (APR) of 18.00%, will be charged to any account which is not paid in full by the Due Date. We figure the interest charge on your account by applying the periodic rate to the "adjusted balance" of your account. We get the "adjusted balance" by taking the balance you owed at the end of the previous billing cycle and subtracting any payments and credits received during the present billing cycle. The closing date of the billing cycle is the last day of the month. Payment of interest charges is due by the Due Date as indicated on your monthly statement of account. The minimum monthly interest charge is $1.00. Payments will be applied first to interest charges, then to goods and services in the order purchased, oldest first, unless otherwise stipulated.

3. **CREDIT LIMIT.** You will be notified as to the credit limit assigned for your account. It is your responsibility to make sure that charges to your account do not exceed the assigned credit limit. In the event charges are made to your account in excess of your credit limit, you will be responsible for the full amount charged to your account, together with interest.

4. **FINANCIAL INFORMATION AND CREDIT REPORTS.** The undersigned authorize LC to request consumer credit reports about you (Applicant or Owner/Principal/Guarantor of Applicant) for evaluating this Application and in the future for reviewing Account credit limits, for Account renewal, for servicing and collection purposes and for other legitimate purposes associated with your Account. Upon request, we will inform you if a consumer report was requested and, if it was, provide you with the name and address of the consumer reporting agency that furnished the report. The undersigned authorize their lenders and creditors to provide credit information to LC, including copies of financial statements and supporting schedules.

5. **PERSONAL GUARANTY.** Each person who signs this agreement personally guarantees payment of all purchases charged to any account which is opened pursuant to this Application for Open Account Credit and Credit Agreement, and all interest charges and costs of collection. Each person who signs this agreement agrees that he or she shall be jointly and severally liable with the Company for payment of all obligations of the Company incurred pursuant to this agreement.

6. **RETURNED PAYMENT FEE.** A returned payment charge of up to $30.00 will be assessed for each check that is not honored or is returned because it cannot be processed, and for each EFT or automatic debit which is returned unpaid.

7. **SECURITY INTEREST.**

   A) Pursuant to Section 6.10 of the 'Restated Articles of Association And Bylaws' of LC- "The Cooperative shall have a first lien on any patronage equity credit for all indebtedness of the holder thereof to this Cooperative."
   B) LC reserves the right in its sole discretion to obtain Agricultural Supplier's Lien(s) on you as security for the repayment of all qualifying purchases on this account to the extent permitted by Chapter 35-31 of the North Dakota Century Code. Lien(s) may be obtained at the time of this application and/or from time to time while this Credit Agreement remains in effect.

8. **COLLECTION COSTS.** In the event LC initiates collection proceedings to collect a past due open account, all costs of collection including reasonable attorney's fees incurred by LC will be added to the amount due and payable by you unless prohibited by law. Such costs may be deducted from your patron equity at the discretion of LC and to the extent permitted by law. This agreement applies to all unpaid charges incurred prior to the date of this agreement and all future charges.

9. **UNAUTHORIZED USERS.** You agree not to allow access to LC gas cards or personal identification (PIN) numbers by anyone not authorized to make charges to your account. If you allow access to your LC gas card(s) or PIN number(s), you will be liable for any charges made by that person. You will be responsible for all transactions made with your LC gas cards by you or anyone you have authorized by (a) asking LC to issue a LC gas card to grant account access to another person; (b) lending your LC gas card(s) to or allowing account access by another person; or (c) any other way in which you would be legally considered to have allowed another person to use your LC gas card or to be legally prevented from denying that you did so. You may cancel one or more of your LC gas cards by contacting LC's Credit Department.

PLEASE CONTINUE TO THE NEXT PAGE

10. **LOST OR STOLEN CARD OR PIN NUMBER.** If any of your LC gas cards or PIN number(s) is lost or stolen or there is possible unauthorized use of your LC gas card(s), call LC at (701) 656-3263 and ask to be connected to our Credit Department.

11. **CHANGES TO YOUR ACCOUNT.** The terms of the account set forth in this agreement are not guaranteed for any period of time. We may change the terms of your account and this agreement, including the rate of the interest charge and fees, in accordance with applicable law. We will give you written notice of any changes in the manner required by law. We may cancel your account or suspend your ability to charge purchases to your account without notice if you are in default. Even if you are not in default, we may cancel your account by providing notice to you.

12. **PATRONAGE.** You hereby consent, in regard to your patronage with LC, whether occurring in the year in which you execute this consent or in subsequent fiscal years; to including in your gross income, as defined by the Internal Revenue Code, in the tax year in which you receive it, the full stated dollar amount of any patronage dividend that is paid to you by LC or its successors, in the form of money, qualified written notices of allocation or qualified written per-unit retain allocation certificates, or other property, unless any such patronage dividends are attributable to personal, living, or family items, or is properly taken into account as an adjustment to basis of property. You acknowledge that any above mentioned qualified allocation paid to you, whether by written notice, or per-unit retain certificate, is accompanied by cash in the amount of at least 20% of the full stated value of such allocation. You acknowledge that this consent shall be revocable by you at any time, in writing, as allowed under the Internal Revenue Code.

13. **DISCLAIMER.** LC MAKES NO WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGE ARISING OUT OF THE USE OF THE GOODS AND SERVICES PURCHASED BY THE UNDERSIGNED. THE MAXIMUM LIABILTY OF LC SHALL BE LIMITED TO THE PURCHASE PRICE OF THE GOODS AND SERVICES PURCHASED.

14. **ADDITIONAL DISCLOSURES.**

A) This Application for Open Account Credit is governed by Federal Law and the laws of the State of North Dakota.

B) LC reserves the right in its absolute discretion to grant, refuse or discontinue any extensions of credit, reduce or suspend any credit limit at any time, or terminate an existing account any time based upon breach of this agreement; credit unworthiness of you; or for any other reason not prohibited by State or Federal law.

C) The federal **Equal Credit Opportunity Act** prohibits creditors from discriminating against credit applications on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, 600 Pennsylvania Ave., NW, Washington, D.C. 20580 or your regional Federal Trade Commission office address may be used and can be located at: http://www.ftc.gov/ro/index.shtml.

D) **Billing Rights**: Information on your rights to dispute transactions and how to exercise those rights (should your Application for Open Account Credit be approved) is provided in a notice entitled **"Your Billing Rights"** which will be provided to you prior to or when your account is opened.

SUBSTITUTE W-9 TAXPAYER ID CERTIFICATION: (OFFICIAL IRS W-9 INSTRUCTIONS ARE AVAILABLE ONLINE AT WWW.IRS.GOV USING THE W-9 FORM LINK, OR ASK A LC CREDIT DEPARTMENT REPRESENTATIVE.) YOU DECLARE UNDER PENALTY OF PERJURY THAT (A) YOU ARE U.S. PERSON (INCLUDING RESIDENT ALIEN); (B) THE TAXPAYER ID NUMBER PROVIDED ON THIS APPLICATION IS CORRECT; AND (C) EITHER (1) YOU HAVE NEVER BEEN NOTIFIED BY THE IRS THAT YOU ARE SUBJECT TO BACKUP WITHHOLDING DUE TO FAILURE TO REPORT DIVIDENDS OR INTEREST OR (2) YOU HAVE BEEN NOTIFIED BY THE IRS THAT YOU ARE NO LONGER SUBJECT TO BACKUP WITHHOLDING. THE IRS DOES NOT REQUIRE YOUR CONSENT TO ANY TERM OF ANY AGREEMENT WITH US OTHER THAN THE CERTIFICATIONS REQUIRED TO AVOID BACKUP WITHHOLDING.

_____INITIAL HERE IF YOU HAVE BEEN NOTIFIED BY THE I.R.S THAT YOU ARE SUBJECT TO BACKUP WITHHOLDING.

I certify that I am authorized on behalf of the Company to bind the Company to the terms of this Credit Agreement.
I am at least 18 years of age.
I certify that the information provided in the Application for Open Account Credit is true and correct.
I agree that I personally am jointly and severally liable with the Company for payment of all balances on any account opened pursuant to this application.
I have read and agree to the terms of the Credit Agreement set forth above.
I have received a copy of this Credit Agreement and Summary of Account Terms.

Guarantor's Signature	**Date**	**Print Name**
Guarantor's Signature	**Date**	**Print Name**
Guarantor's Signature	**Date**	**Print Name**
Guarantor's Signature	**Date**	**Print Name**

(01/01/2019)

STOP HERE

PLEASE SIGN ABOVE

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CREDIT AGREEMENT-(CUSTOMER COPY)

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4. **FINANCIAL INFORMATION AND CREDIT REPORTS.** The undersigned authorize LC to request consumer credit reports about you (Applicant or Owner/Principal/Guarantor of Applicant) for evaluating this Application and in the future for reviewing Account credit limits, for Account renewal, for servicing and collection purposes and for other legitimate purposes associated with your Account. Upon request, we will inform you if a consumer report was requested and, if it was, provide you with the name and address of the consumer reporting agency that furnished the report. The undersigned authorize their lenders and creditors to provide credit information to LC, including copies of financial statements and supporting schedules.

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CONTINUED ON PAGE 2

CREDIT AGREEMENT

PAGE 2-CONTINUED

12. **PATRONAGE.** You hereby consent, in regard to your patronage with LC, whether occurring in the year in which you execute this consent or in subsequent fiscal years; to including in your gross income, as defined by the Internal Revenue Code, in the tax year in which you receive it, the full stated dollar amount of any patronage dividend that is paid to you by LC or its successors, in the form of money, qualified written notices of allocation or qualified written per-unit retain allocation certificates, or other property, unless any such patronage dividends are attributable to personal, living, or family items, or is properly taken into account as an adjustment to basis of property. You acknowledge that any above mentioned qualified allocation paid to you, whether by written notice, or per-unit retain certificate, is accompanied by cash in the amount of at least 20% of the full stated value of such allocation. You acknowledge that this consent shall be revocable by you at any time, in writing, as allowed under the Internal Revenue Code.

13. **DISCLAIMER.** LC MAKES NO WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGE ARISING OUT OF THE USE OF THE GOODS AND SERVICES PURCHASED BY THE UNDERSIGNED. THE MAXIMUM LIABILTY OF LC SHALL BE LIMITED TO THE PURCHASE PRICE OF THE GOODS AND SERVICES PURCHASED.

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C) The federal **Equal Credit Opportunity Act** prohibits creditors from discriminating against credit applications on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, 600 Pennsylvania Ave., NW, Washington, D.C. 20580 or your regional Federal Trade Commission office address may be used and can be located at: http://www.ftc.gov/ro/index.shtml.

D) **Billing Rights**: Information on your rights to dispute transactions and how to exercise those rights (should your Application for Open Account Credit be approved) is provided in a notice entitled **"Your Billing Rights"** which will be provided to you prior to or when your account is opened.

(01/01/2019)

LEGACY COOPERATIVE

SUMMARY OF ACCOUNT TERMS

Interest Rate and Interest Charges	
Annual Percentage Rate (APR) For Purchases	**18.00%**
How to Avoid Paying Interest on Purchases	A Statement of Account will be sent to you each month. Your due date will be the 15th day of the month in which the Statement of Account is issued. We will not charge interest on purchases if you pay your entire balance by the due date each month.
Minimum Interest Charge	If you are charged interest, the charge will be no less than **$1.00**.
For Open Account Credit Tips from the Federal Reserve Board	To learn more about factors to consider when applying for or using open account credit, visit the website of the Federal Reserve Board at **http://www.federalreserve.gov/creditcard.**

Fees	
Annual Fee	**None**
Penalty Fees • Returned Payment	Up to **$30.00**.

How We Will Calculate Your Balance: We use a method called "adjusted balance method." See your credit agreement for more details.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in a notice entitled "Your Billing Rights" which will be provided to you prior to or when your account is opened.

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Your Billing Rights - Open-Ended Lines of Credit

This notice applies to member with open-ended lines of credit other than Home Equity Lines of Credit.

KEEP THIS NOTICE FOR FUTURE USE
This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

WHAT TO DO IF YOU FIND A MISTAKE ON YOUR STATEMENT
If you think there is an error on your statement, write to us at:

Legacy Cooperative, PO Box 8, Bisbee, ND 58317.

You may also contact us through our website: www.legacy-cooperative.com.

In your letter, give us the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.
- You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

WHAT WILL HAPPEN AFTER WE RECEIVE YOUR LETTER
When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.
- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.
If we do not follow all of the rules above, you do not have to pay the first $50 of the amount you question even if your bill is correct.