



CREDIT APPLICATION

APPLYING FOR **NEW** CREDIT ACCOUNT: ☐ MKC ☐ MWF ☐ MWF Wholesale ☐ FARMKAN

CHANGE EXISTING ACCOUNT INFORMATION ☐ CURRENT ACCOUNT ID: _____

REQUESTED CREDIT LIMIT: \$_____ MKC/MWF Main Location of Business: _____

TOTAL ASSETS: \$_____ TOTAL LIABILITIES: \$_____

☐ Check if Exempt from Sales Tax (Must attach/submit a Valid Exemption Certificate with Application)

☐ Check if Fuel Card is needed

SECTION 1: APPLICANT INFORMATION (to be completed for all)

TYPE OF ACCOUNT (select one): ☐ Individual/Sole Proprietor ☐ Business (**SKIP TO SECTION 3**)

Applicant Full Name

DBA (Doing Business As)

Physical Address

City

State

Zip Code

County

☐ Check box if Physical Address same as Mailing Address

Mailing Address

City

State

Zip Code

County

Phone #1

Phone #2

Phone #3 **Cell Phone**

Main / Primary email address

Social Security Number: _____ Date of Birth: _____

SECTION 2: CO-APPLICANT INFORMATION (if applicable)

Co-Applicant's Full Legal Name

☐ Check box if Co-Applicant Address same

Physical Address

City

State

Zip Code

County

Mailing Address

City

State

Zip Code

County

Phone #1

Phone #2

Phone #3 **Cell Phone**

Secondary email address

Social Security Number: _____ Date of Birth: _____



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SECTION 3: BUSINESS/TRUST INFORMATION

| | | | | |
|--|----------------|----------------------------|------------------------------|--------|
| Business or Trust Name | Date Organized | State Organized In | | |
| Business Tax Identification Number (FEIN): | | | | |
| Physical Address | City | State | Zip Code | County |
| Mailing Address | City | State | Zip Code | County |
| Phone #1 | Phone #2 | Phone #3 Cell Phone | Main / Primary email address | |

OWNERSHIP INFORMATION:

| OWNER NAME | OWNER ADDRESS | PHONE | TITLE | OWNERSHIP % | SOCIAL SECURITY NUMBER |
|------------|---------------|-------|-------|-------------|------------------------|
| | | | | | |
| | | | | | |
| | | | | | |
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CREDIT APPLICATION

By signing below, Applicant is applying for convenience credit under the terms and conditions of MKC and its Subsidiaries' Credit Policy and Agreement and agrees to execute and be bound by such agreement if credit is extended. Applicant acknowledges it has received, read, and understands the terms and conditions of the Credit Policy and Agreement. Do not sign this application if you have not received and read the Credit Policy and Agreement. The information contained in this application is provided for the purpose of obtaining or maintaining convenience credit with MKC and its Subsidiaries. The undersigned understands MKC and its Subsidiaries are relying on the information provided herein in deciding to grant or continue credit. The undersigned represents and warrants the information provided is true and complete. If requested by MKC and its Subsidiaries, Applicant hereby authorizes MKC and its Subsidiaries to contact credit-reporting agencies and trade references regarding Applicant's credit and financial responsibility for the purpose of obtaining credit and for review for the purpose of maintaining the credit relationship. Applicant directs such references to provide relevant information to MKC and its Subsidiaries. Applicant agrees that as a condition of extension of credit, MKC and its Subsidiaries may now or may hereafter require Applicant to submit verifiable financial statement(s) to MKC and its Subsidiaries and MKC and its Subsidiaries may further require Security Interests, Letters of Credit, Input Liens, or acceptable Guarantees, or such other instruments MKC and its Subsidiaries deems necessary in its sole discretion. The undersigned hereby agrees any disputes arising out of this agreement or goods and merchandise ordered or delivered pursuant hereto will be governed and settled under applicable principles of law, under jurisdiction of the State of Kansas Courts and that venue in any such action shall be in the County of McPherson. By signing this document, the undersigned certifies that s/he is the Applicant, or an agent designated to sign credit documents on behalf of the Applicant.

CREDIT APPROVAL DOES NOT ENTITLE APPLICANT TO PATRONAGE ALLOCATION.

TO BE ELIGIBLE FOR PATRONAGE FOR BUSINESS CONDUCTED WITH MKC, PLEASE COMPLETE A MEMBERSHIP APPLICATION, W-9 FORM and ACH FORM.

NOTE: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that 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 the laws concerning this creditor is the FEDERAL TRADE COMMISSION, EQUAL OPPORTUNITY, WASHINGTON, D.C.

PRINT AUTHORIZED SIGNER NAME AND TITLE (Business)

AUTHORIZED SIGNATURE (Business)

DATE

PRINT INDIVIDUAL APPLICANT NAME

INDIVIDUAL APPLICANT SIGNATURE

DATE

CO-APPLICANT NAME

CO-APPLICANT SIGNATURE

DATE

- ☐ I confirm that I have the legal authority to sign this document on behalf of the applicant(s)
- ☐ I confirm that I have read, understand and agree to the terms of this application



CREDIT POLICY AND AGREEMENT

If Mid Kansas Cooperative Association or its Subsidiaries (herein referred to MKC/MWF/FarmKan) approves credit for goods and/or services, the applicant (Credit Patron) agrees to pay in accordance with the terms and conditions of this credit policy for any and all such goods and/or services purchased on credit.

AGREEMENT: THIS AGREEMENT is made and entered into between the Credit Patron and MKC/MWF/FarmKan and, to the extent applicable, pursuant to the Consumer Credit Protection Act (Federal Truth in Lending Act, 15 U.S.C., 1601 et seq. as amended) and the Kansas Uniform Consumer Credit Code (K.S.A. 16a 1-101 et seq as amended).

PERSONAL GUARANTEE: As a condition of granting credit to any Credit Patron, MKC may, in its sole discretion, require one or more personal guaranties of the Credit Patron's account to be signed by others.

DUE DATE: All purchases made on credit during the month that are reflected on the periodic billing statement for such month are due and payable upon receipt by Credit Patron of the billing statement.

CONVENIENCE CREDIT: The credit extended to Credit Patron is convenience credit. If all purchases are not paid in full before the last day of the month following the month of purchase, the account will be considered past due, on hold and subject to a FINANCE CHARGE. Accounts on 10-day terms with ACH payments or with personal check payments not paid within 10 days will be considered past due, on hold, and subject to a FINANCE CHARGE.

FINANCE CHARGE: Any balance not paid within the terms stated above shall be subject to a FINANCE CHARGE of 1.5% per month which is an ANNUAL PERCENTAGE RATE OF 18.0% and the minimum amount of such charge shall be \$.50 per month.

TERMINATION OF CREDIT: MKC/MWF/FarmKan reserves the right to terminate credit sales to Credit Patron at any time without prior notification, and in addition thereto, no additional credit purchases will be allowed to any account that is over 30 days past due.

CHANGE IN TERMS: This agreement may be changed by MKC/MWF/FarmKan to increase the FINANCE CHARGE, change the billing cycle, change the method of calculating the FINANCE CHARGE, or change matters of a similar nature within the limitations of applicable law. Notice of any such change shall be given to the Credit Patron at least 30 days prior to the effective date of change.

SECURITY FOR ACCOUNT: Any purchase(s) made pursuant to this agreement shall be secured by a security interest and lien in any investment the Credit Patron may have with MKC/MWF/FarmKan. Investment means any certificates of indebtedness, note, stock, or stock credit, or revolving fund credit, patronage ledger credit, cash patronage, participation certificates, per unit retains, qualified and non-qualified allocation credits and such other book credits for which provision is now or hereafter may be made for in the Articles and Bylaws of the cooperative. The Credit Patron does not have the right to demand offset of such investment on his account. Such an offset may be made only at the discretion of the Board of Directors of MKC. The Credit Patron hereby consents to cooperative filing financing statements as the cooperative deems appropriate in its sole discretion and in all locations deemed appropriate by the cooperative.

COLLECTION/ATTORNEY FEES: Credit Patron agrees to pay the reasonable costs of collection, including but not limited to, attorney and collection agency fees (but not both), and court costs, but such fees may not exceed 15% of the unpaid debt after default in accordance with KSA 16a-2-507, as amended, when such law applies to this Agreement.

CHANGE IN CREDIT PATRON STATUS: Credit Patron shall immediately notify MKC/MWF/FarmKan of any change in Credit Patron's legal status, domicile address, name, or credit status, and where applicable, Credit Patron's ownership or legal status.

AGENCY: Until notified in writing to the contrary by the Credit Patron, MKC/MWF/FarmKan may assume that, as the context requires, that the Credit Patron's employees, spouse, or children over the age of sixteen (16 years) are authorized to purchase goods or services and charge them to the Credit Patron's account.

NOTE: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that 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 the law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580

Applicant

Print Name

Signature

Date

Co-Applicant

Print Name

Signature

Date

Business

Business Name

Authorized Person & Title

Authorized Signer

Date

- ☐ I confirm that I have the legal authority to sign this document on behalf of the applicant(s)
☐ I confirm that I have read, understand and agree to the terms of this application