



CENTRAL FARM SERVICE

APPLICATION COVER SHEET AND INSTRUCTIONS

Central Farm Service thanks you for your interest in applying for credit with our cooperative organization. The following pages will need to be **completed in full, signed & dated**, and returned to us via mail, or e-mail scan to begin the process. In addition, if you qualify to **claim exemption from sales tax** on qualifying purchases, Central Farm Service must have a Form ST3 on file. Should you have any questions throughout the process, please call Sue Meyer at (507) 789-1157 or Derek Skala at (507) 461-0687. You can mail completed documents to address below (top left corner of application) or send via e-mail at credit@cfscoop.com.

Below is some additional information regarding Central Farm Service:

- Central Farm Service was established on March 1, 2016, following the merger between Central Valley Co-op (headquartered in Owatonna, MN) and Watonwan Farm Service (WFS), headquartered in Truman, MN.
- We are a producer owned cooperative that is governed by a board of member directors and operated for the benefit of the patrons that we serve.
- Members in the cooperative earn equity in Central Farm Service and may receive annual dividends based on the type and amount of products purchased.
- Products offered through Central Farm Service include the following:
 - o Agronomy
 - o Refined Fuels
 - o Home heating oil and propane
 - o Cardtrol cards for our gas stations
 - o Grain sales and contracting services
 - o Feed

All information provided to Central Farm Service through the application process is kept in the strictest confidence. In addition, all social security numbers are encrypted in our computer system, and we are in full compliance with the Red Flag Rule to further protect your personal information. If you would prefer to not include your social security, or any identification number, you can call us, and we will enter it in our computer system.

Points of interest for filling out the application

- Application is only accepted via **scan email or by mail**. Photos of the completed application are not accepted.
- Please complete the application **legibly and with as much information** as possible.
- Please fill out, sign, and return **Pages 3 – 4, and ST3 for tax exemption (Page 7)**
- The name(s) on the application, consent form, and the ST3 **must be the same**.
- Signatures are required following each section of the application.
 - If an **individual** account, sign as normal.
 - If a **business** account, sign with your title (John Doe as President). Personal guarantee section must be signed to be accepted.
- Individuals require a **social security number (SSN) and date of birth** to be eligible for patronage.
- Businesses require a **tax identification number (TIN) and date of origin** to be eligible for patronage.
- Request for cash account or grain accounts are processed **without** pulling a credit bureau report (CBR) or any references.
- **Cash accounts, or cash on delivery (COD)**, are determined by:
 - Requested by applicant
 - Type of business (temporary, out of state)
 - CBR score
 - History with CFS
- Convenience **Credit accounts** must be approved per guidelines:
 - If not approved, your account will be entered as COD.
 - Use Fair Trade designation since May 2020
 - Will use references in absence of, or in addition to, CBR information.
- This application is used for **membership, for convenience credit, or for both**.

Mail Completed Credit Application to:
 233 W Ciro Street
 Truman, MN 56088
 Phone: (507) 776-2831
 www.cfscoop.com



Office Use Only
 Account No. _____
 Date Approved _____
 By Whom _____

CREDIT/MEMBERSHIP APPLICATION AND PAYMENT AGREEMENT (“AGREEMENT”)

Check services being applied for:

Agronomy: ☐ # of Acres _____
Feed: ☐ Type of Livestock _____
Home Heat: Fuel Oil ☐ LP ☐ Own Tank? ☐ Home Heating Budget Program?: _____
Petroleum: Diesel ☐ Gasoline ☐ Oil ☐ Cardrol ☐ # of Cardrol Cards: _____
Grain: Contracting ☐ Drying ☐ Other: _____

APPLICANT INFORMATION: TYPE OF ORGANIZATION

☐ Sole Proprietor ☐ General Partnership ☐ Corporation ☐ LLC ☐ Non-Profit ☐ Limited Partnership ☐ Other: _____

INDIVIDUAL CONSENT AND CERTIFICATION OF TAXPAYER I.D. NUMBER (must be completed to be eligible for patronage dividend)

Business Originated (MM/DD/YYYY):		Federal TIN/SS#:		Birth Date (MM/DD/YYYY):	
Last Name:		First Name:		Middle Initial:	
Business Name:		Current Address:		City:	
State:	Zip:	County:	Years at Address:	Rent ☐	Own ☐
Previous Address (If less than 1 year):			City:	State:	
Zip:	County:		Yrs at Previous Address:		
Phone: ()		Cell Phone: ()		Email:	
Present Employer:		# of Yrs:	Position:		Mo. Income:
Agricultural Producer ☐ Yes ☐ No			Exemption from FATCA reporting code (if any):		

Owners and Spouse/Co-Applicant, Officers, Guarantors, Members or Partners (PLEASE LIST)

Name	Title	Social Security	Date of Birth

Primary Contact Person _____ **Contact Number ()** _____

Trade/Credit References

	Name/Company	Contact Person	Phone Number
Primary			
Other			

Authorization and Certification:

The undersigned hereby affirms under penalty of perjury that everything stated in this Agreement is true and correct and is made by a person who has actual authority to bind Applicant, for the purpose of securing goods/ services from CFS. Applicant agrees to notify CFS of any change in the information given on this Agreement within ten (10) days of such change. Applicant agrees that CFS will retain this Agreement whether or not credit is approved. Applicant authorizes CFS to: (a) investigate Applicant's credit worthiness, including obtaining any information it may require relating to Applicant's ability to pay, from any source, including an investigation and release of Applicant's credit history from Applicant's bank, references, or any credit reporting agency, and (b) obtain Applicant's business / employment history. Applicant authorizes CFS to report CFS's credit experience with Applicant to any credit agency. Applicant hereby authorizes release of all credit information to CFS.

Payment Agreement: If CFS extends credit to Applicant, Applicant agrees to pay for all goods and services provided by CFS at the price (including taxes) of goods and services charged to Applicant, together with applicable FINANCE CHARGES, and abide by all obligations imposed by this Agreement and all terms of CFS's credit plan and policy. If Applicant fails to pay any invoice within the stated time period, CFS will be entitled to recover from Applicant and Applicant agrees to pay, all of CFS' (a) charges for goods /services, (b) compound interest at the highest legal rate not to exceed 1.5%per month, and (c) all costs of collection including all of CFS's attorney fees. All credit terms are subject to CFS's periodic review. CFS may in its sole discretion, change credit terms and establish or revise Applicant's credit limit or payment terms. The undersigned certifies that he/she/it is duly authorized to sign this Agreement and to thereby bind the Applicant on whose behalf the undersigned is signing. An electronic, email, facsimile or scan of this Agreement containing signatures, or CFS's receipt of an email acknowledgement assenting to this Agreement, shall be deemed original signatures for all purposes

related to this Agreement. Applicant agrees that CFS's then current Credit Terms and Conditions (current copy as of the date hereof is set forth on page 2 of 4 hereof) shall apply to all products and services provided by CFS to Applicant, and such terms and conditions are hereby incorporated herein.

To: CFS, Chairman of the Board of Directors

Please accept this request for membership in Central Farm Service. Applicant meets the requirements of membership as stated in Article III, Sec. 3.2, Qualifications of Membership of the Articles of Organization of Central Farm Service. Applicant further consents that the amount of any patronage refunds with respect to business with CFS, which are made in written notices of allocation (as defined in 25 U.S.C. 1388) and which are received from the cooperative, will be considered at their stated dollar amounts in the manner provided in 26 U.S.C. 1385 in the taxable year received. Applicant has read and agrees to the CFS Credit Terms and Conditions.

Applicant hereby consents and agrees to: (a) include in Applicant's gross income, as now or hereafter provided in the federal income tax laws, the stated dollar amount of each written notice of allocation which Applicant receives from Central Farm Service, with respect to Applicant's patronage occurring during the current and all subsequent taxable years of their cooperative; and (b) treat the stated dollar amount of all per-unit retain certificates received by Applicant in connection with products marketed through the CFS as representing cash distribution, which Applicant has constructively received and which has been reinvested in CFS. This consent shall be revocable by Applicant at any time if in writing.

Certification – Under penalties of perjury, Applicant certifies that: (1) The number shown on the form is Applicant's correct taxpayer identification number (or Applicant is waiting for a number to be issued to Applicant); (2) Applicant is not subject to backup withholding because: (a) Applicant is exempt from backup withholding, or (b) Applicant has not been notified by the Internal Revenue Service (IRS) that Applicant is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified Applicant that Applicant is no longer subject to backup withholding; (3) Applicant is a U.S. citizen or other U.S. person; and (4) the FATCA code entered on this form (if any) indicating that the taxpayer identified above is exempt from FATCA reporting is correct. Applicant is considered a U.S. person if Applicant is: (1) An individual who is a U.S. citizen or U.S. resident alien; (2) A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States; (3) An estate (other than a foreign estate); or (4) A domestic trust (as defined in Regulations section 301.7701-7).

Certification Instructions – Applicant must cross out item (2) above if Applicant have been notified by the IRS that Applicant is currently subject to backup withholding because of underreporting interest or dividends on Applicant's tax return. However, if after being notified by the IRS that Applicant is subject to backup withholding, Applicant received another notification from the IRS that Applicant is no longer subject to backup withholding, do not cross out item (2). The Internal Revenue Service does not require Applicant's consent to any provision of this document other than the certification required to avoid backup withholding.

Applicant's Signature

Date

Co-Applicant's Signature

Date

PLEASE COMPLETE THE PERSONAL GUARANTY AGREEMENT IF ENTITY APPLICANT

PERSONAL GUARANTY AGREEMENT

For Credit / Membership Application and Payment Agreement

(if transacting business other than a sole proprietor)

I, (name(s)) _____ (collectively, "Guarantor") residing at (address) _____
_____ for and in consideration of your extending credit to _____

(the "Company"), of which I am (title(s)) _____ hereby unconditionally: (a) individually and personally guarantee to Central Farm Service ("CFS") the prompt payment of any and all obligation of the Company to CFS of any nature, whether under the Credit/Membership Application and Payment Agreement or otherwise, and (b) agree to pay to CFS on written demand, any and all sums which may become due to CFS by the Company, whenever the Company shall fail to pay the same. Guarantor agrees that this Personal Guaranty Agreement ("PGA") shall be a continuing and irrevocable personal guaranty of payment and indemnity for all indebtedness of the Company to CFS. Guarantor hereby waives: (c) notice of default, non-payment and notice hereof and consent to any modification or renewal of the credit agreement / arrangement hereby guaranteed; (d) any defense based on or arising out of any defense of the Company other than payment in full of the obligations; and (d) presentment, demand for payment by the Company or anyone else, protest, dishonor, and all other notices and demands.

PERSONAL OBLIGATION

GUARANTOR AGREES TO BE PERSONALLY AND INDIVIDUALLY RESPONSIBLE FOR PAYMENT OF ALL OBLIGATIONS INCURRED AND UNPAID BY SUCH COMPANY TO CFS. THIS IS AN UNQUALIFIED GUARANTY OF PAYMENT AND NOT MERELY PERFORMANCE. In addition to the amounts guaranteed hereunder, Guarantor agrees to pay all attorney's fees and all other costs and expenses incurred by CFS in enforcing this PGA or in any action or proceeding arising out of, or relating to, this PGA. This PGA: (i) is delivered in and made in and shall in all respects be construed pursuant to the laws of the State of Minnesota; and (ii) and each and every part hereof, shall be binding upon Guarantor and upon Guarantor's heirs, administrators, representatives, successors and assigns and shall inure to the benefit of CFS and its successors and assigns.

Explanation of Personal Obligation

(a) You have agreed to pay amounts owing or to become owing in the future as a result of charges made by the Company on its charge account with CFS.

(b) You will be liable and fully responsible for payment of the above credit obligation even though you may not be entitled to any of the goods, services or loan furnished thereunder.

(c) You may be sued in court for the payment of the amount due under this consumer credit transaction even though the Company named above may be working or have funds to pay the amount due.

(d) This explanation is not the agreement under which you are obligated, and the guaranty or agreement you have executed must be consulted for the exact terms of your obligations.

(e) You are entitled now, or at any time, to one free copy of any document you sign evidencing this transaction.

Guarantor Signature and Title

Date

Guarantor Signature and Title

Date

CENTRAL FARM SERVICE – CREDIT TERMS & CONDITIONS
In connection with Credit / Membership Application and Payment Agreement

The following terms and conditions: (a) constitute the legally binding contracts between Central Farm Service ("CFS") and Patron; (b) apply to all sales of goods and services by CFS to Patron; and (c) together with those contained in the Agreement constitute the entire agreement between the parties and shall prevail over any contradictory terms and conditions in any purchase order, acceptance acknowledgment, or other standard form used in the performance of this Agreement. The following is also a listing of credit services and options that we offer. In all cases, a credit application must be approved by CFS. CFS may change its credit terms relating to open-end accounts at any time in its sole discretion.

I. Open Account

- A. Purchases will be billed monthly. The billing cycle closing date is the end of each month, when an itemized statement will be sent.
- B. Minimum periodic payment is payment in full of the balance appearing on the current statement of account, on or before the 20th day of the month of receipt of your statement. Each payment shall be applied first to any unpaid finance charge, then to merchandise and services purchased.
- C. A finance charge of 1.5 % per month (annual rate of eighteen percent (18%) per year) will be applied to that part of any previous balance that on the statement due date was unpaid. Patron agrees to pay for all collection costs, court costs, and attorney's fees to pursue payment of Patron's debt in the event that payment is not received when due.
- D. CFS, pursuant to its Articles of Incorporation and Bylaws, has a security interest on the capital stock and/or equities of CFS held by any Patron for any debt due by that Patron that is deemed uncollectable by CFS.

II. Cardrol Cards

- A. Local cards may be used only at CFS pump locations. Card can be used only for gas and fuel at the pump island, 24 hours daily. Patron shall be provided a card with instructions upon approval of Patron's application, at the sole discretion of CFS.
- B. Credit terms are net 20 days. Cardrol cards will be locked out on past due accounts or when credit limits are exceeded.
- C. Patron agrees to notify CFS immediately if any Cardrol card issued on your account is lost, stolen, or otherwise used in a manner not authorized by Patron. Patron may be liable for the unauthorized use of Patron's card(s). Patron will not be liable for unauthorized use that occurs after notification of the loss, theft, or possible unauthorized use by calling the Owatonna office at (507) 451-1230 or the Truman office at (507) 776-2831.

III. Pre-payment Plan. Patron's regular charge accounts must be current to take advantage of CFS credit. All purchases are applied to Patron's credit balance. Cash discounts that apply will be given. Patron cannot advance, pay more than their total annual purchases.

IV. Accounts Past Due 20 Days. Payments for purchases made are due twenty (20) days after purchases are billed by CFS to a Patron. For example, all charges in November will be billed on 11/30 and are due 12/20. If not received by 12/20, account is past due.

- A. If Patron's account is past due, CFS may in its discretion: (i) cease all deliveries of goods or services, and / or (ii) place Patron on a cash on delivery ("COD") basis upon notice by email, letter, phone or conversation. If no response is received, Patron will receive a "Final Notice of Payment Due." If at this point no payment or communication has taken place, legal action will be taken. To prevent this, please communicate with us - we want to work with you. The Owatonna office number is (507) 451- 1230 or the Truman office number is (507) 776-2831.
- B. If a Patron's account is COD, closed, over 90 days old or in collection, CFS may choose to no longer deliver to that Patron unless Patron has paid for the product ordered at the main office at least 24 hours prior to delivery. Credit may be re-established only with a new credit application and evidence of responsible credit history.
- C. Patron agrees that failure to pay any invoice in full, without prior approval of CFS, may result in cancellation of credit. Failure to pay any invoice in full within payment terms of an invoice may result in all outstanding amounts due becoming due regardless of terms.
- D. If Patron's account is in default, Patron authorizes CFS to offset any sums owed to Patron (under contract or otherwise) by CFS against sums owed by Patron to CFS.

V. Financial Information/Security Interests

- A. Patrons requesting a credit limit of \$25,000 or more, CFS may request a current financial statement at time of application and may request updates from time to time during the term. Failure to comply could result in loss of credit with CFS. Relationships with entities other than sole proprietorships will require a personal guarantee on behalf of all individuals with an ownership interest in the entity greater than 10%.
- B. To secure payment of all amounts owed by Patron to CFS now and in the future, Patron grants a security interest to CFS in all of its interest in the following property, whether now owned or later acquired: all fixtures and personal property of every kind and nature including all accounts, goods (including inventory and equipment), documents (including electronic documents), instruments, promissory notes, chattel paper (whether tangible or electronic), letters of credit, letter-of-credit rights, securities and all other investment property, general intangibles (including all payment intangibles), money, deposit accounts, and any other contract rights or rights to the payment of money, and all proceeds and products of each of the foregoing, all books and records relating to the foregoing, all supporting obligations related thereto, and all accessions to, substitutions and replacements for, and rents, profits and products of, each of the foregoing, and any and all proceeds of any insurance, indemnity, warranty or guaranty payable to the Patron from time to time with respect to any of the foregoing. CFS may file a UCC-1 financing statement and/or a CNS-1 Effective Financing Statement, and may otherwise notify buyers of CFS's lien.

VI. Right of Refusal. In its sole discretion, CFS reserves the right to refuse any order you place with CFS. CFS may, in its sole discretion, limit, cancel, or discontinue sales or services purchased per person, per business, per household, or per order. CFS may, in its sole discretion, limit or refuse to accept any delivery made by you to CFS. For the avoidance of doubt, CFS's refusal of an order does not, by itself, limit or affect your membership rights under the Bylaws, to the extent you have any such rights.

VII. Warranty Disclaimer. Except as specifically set forth in a writing signed by the President of CFS, CFS makes no express or implied warranties in connection with its goods or services, and CFS SPECIFICALLY DISCLAIMS ALL WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE.

VIII. Limitations. THE MAXIMUM LIABILITY OF CFS TO PATRON SHALL BE LIMITED TO THE PURCHASE PRICE OF THE SERVICES OR GOODS PURCHASED WITHIN THE PRIOR SIX MONTHS. PATRON AGREES THAT IN NO EVENT SHALL CFS HAVE ANY LIABILITY FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF THE GOODS OR SERVICES PURCHASED BY PATRON. Unless prohibited by applicable law, all claims against CFS for a potential or actual loss must be made in writing and received by CFS within ninety (90) days of the event giving rise to claim, and the failure to give CFS timely notice shall be a complete defense to any suit or action commenced by Patron. CFS shall only be liable for its negligent acts, which are the direct and proximate cause of any injury to Patron or any other party, including loss or damage to Patron's goods, and CFS shall in no event be liable for the acts of third parties.

IX. Good and Services. Patron shall promptly inspect all shipments after arrival of goods or services and notify CFS in writing within one (1) day of arrival, of any shortages or other failures to conform. Patron's failure to timely notify CFS in writing of any alleged nonconformity of goods or services shall constitute an immediate and irrevocable acceptance of goods and services. Invoices issued CFS for whole or partial shipments of goods or services shall be paid by Patron regardless of disputes relating to other invoices, and Patron waives the right to assert offsets or counterclaims with respect to such invoices.

X. General. These terms and conditions may be modified or amended from time to time by CFS, by publication on its website www.cfs.com. Patron's purchase of goods or services after such amendment shall be act as Patron's consent and agreement to such modified terms. If any paragraph(s) or portion(s) hereof is found to be invalid or unenforceable, then the remainder hereof shall remain in full force and effect. CFS's decision to waive any provision herein, by conduct or otherwise, shall not be deemed to be a further or continuing waiver of such provision or to otherwise waive or invalidate any other provision. These terms and conditions shall be construed according to the laws of the State of Minnesota without giving consideration to principals of conflict of law. Patron (a) irrevocably consent to the jurisdiction of the United States District Court and the State courts of Minnesota; (b) agrees that any action relating to the products sold or services performed by CFS shall only be brought in said courts; (c) consent to the exercise of in person jurisdiction by said courts over it, and (d) agrees that any action to enforce a judgment may be instituted in any jurisdiction. PATRON IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THE AGREEMENT, THESE TERMS AND CONDITIONS, OR THE TRANSACTIONS CONTEMPLATED THEREBY. Patron may not assign its rights or obligations under the Agreement to any third party, by operation of law or otherwise, without CFS' prior written consent.

MINNESOTA • REVENUE

Certificate of Exemption

ST3**Purchaser:** Complete this certificate and **give it to the seller.****Seller:** If this certificate is not fully completed, you must charge sales tax. Keep this certificate as part of your records.

This is a blanket certificate, unless one of the boxes below is checked, and remains in force as long as the purchaser continues making purchases, or until otherwise cancelled by the purchaser.

- ☐ Check if this certificate is for a single purchase and enter the related invoice/purchase order # _____
- ☐ If you are a contractor and have a purchasing agent agreement with an exempt organization, check the box to make multiple purchases for a specific job. Enter the exempt entity name and specific project:

Exempt entity name _____ Project description _____

Type or print

Name of purchaser _____			
Business address _____		City _____	State _____ Zip code _____
Purchaser's tax ID number _____		State of issue _____	
If no tax ID number, enter one of the following:	FEIN _____	Driver's license number/State issued ID number _____	
		state of issue _____	number _____
Name of seller from whom you are purchasing, leasing or renting Central Farm Service			
Seller's address 233 West Ciro Street / Po Box 68		City Truman	State MN Zip code 56088

Type of business**Type of business.**

- | | |
|---|--|
| ☐ 01 Accommodation and food services | ☐ 11 Transportation and warehousing |
| ☐ 02 Agricultural, forestry, fishing, hunting | ☐ 12 Utilities |
| ☐ 3 Construction | ☐ 13 Wholesale trade |
| ☐ 4 Finance and insurance | ☐ 14 Business services |
| ☐ 5 Information, publishing and communications | ☐ 15 Professional services |
| ☐ 6 Manufacturing | ☐ 16 Education and health-care services |
| ☐ 7 Mining | ☐ 17 Nonprofit organization |
| ☐ 8 Real estate | ☐ 18 Government |
| ☐ 9 Rental and leasing | ☐ 19 Not a business (explain) _____ |
| ☐ 10 Retail trade | ☐ 20 Other (explain) _____ |

Reason for exemption**Reason for exemption.**

- | | |
|--|--|
| ☐ A Federal government (department) _____ | ☐ J Agricultural production |
| ☐ B Specific government exemption (from list on back) _____ | ☐ K Industrial production/manufacturing |
| ☐ C Tribal government (name) _____ | ☐ L Direct pay authorization |
| ☐ D Foreign diplomat # _____ | ☐ M Multiple points of use (services, digital goods, or computer software delivered electronically) |
| ☐ E Charitable organization # _____ | ☐ N Direct mail |
| ☐ F Educational organization # _____ | ☐ O Other (enter number from back page) _____ |
| ☐ G Religious organization # _____ | ☐ P Percentage exemption |
| ☐ H Resale | ☐ Advertising (enter percentage) _____ % |
| ☐ I Capital Equipment | ☐ Utilities (enter percentage) _____ % |
| | ☐ Electricity (enter percentage) _____ % |

Sign here

I declare that the information on this certificate is correct and complete to the best of my knowledge and belief. (PENALTY: If you try to evade paying sales tax by using an exemption certificate for items or services that will be used for purposes other than those being claimed, you may be fined \$100 under Minnesota law for each transaction for which the certificate is used.)

Signature of authorized purchaser _____	Print name here _____	Title _____	Date _____
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