

Send Completed Application to:  
 PO Box 68, Truman, MN 56088  
 Or Fax: (507)-776-1292

Office Use Only  
 Acct # \_\_\_\_\_  
 Date \_\_\_\_\_  
 Credit Limit \_\_\_\_\_

**PLEASE PRINT**

**CREDIT APPLICATION AND AGREEMENT**

Last Name	First	Middle Initial	Home Phone
			Cell Phone
			Fax
Social Security #:	Date of Birth:		E-Mail
Address	City	State	Zip Code
			Years at present address Own ___ Rent ___ Landlord
Previous Address			

Present Employer	Address	Years there	Business Phone	Position
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**CREDIT REFERENCES: List all obligations with banks, finance companies, private lenders, contracts for deeds, etc.**

Name of Bank	Checking or Savings	Address	Phone	Acct. Number
Lender	Address		Phone	Acct. Number

**TRADE REFERENCES: List suppliers for agronomy, feed, petroleum, home heating or other credit references**

Name & address of trade references	Phone	Fax	Balance	Payment

Has the applicant filed bankruptcy within the past seven years? No Yes If yes, provide date of filing and location of filing: \_\_\_\_\_

Applicant is an: Individual \_\_\_ Sole Proprietor Business \_\_\_ Partnership \_\_\_ Corporation \_\_\_

If applying for business account, name of business \_\_\_\_\_

Mailing address \_\_\_\_\_

Taxpayer ID Number or EIN (If applicable) \_\_\_\_\_

Principal Owner(s)/Officer(s) \_\_\_\_\_

**JOINT APPLICANT: (Complete this part if another person will use this account. Such person must also sign the application and will be jointly obligated on the account.)**

Last Name	First	Middle Initial	Home Phone	
			Cell Phone	
			Fax	
Social Security #:	Date of Birth:		E-Mail	
Address	City	State	Zip Code	
			Years at present address Own ___ Rent ___ Landlord	
Previous Address				
Present Employer	Address	Years there	Business Phone	Position

Circle Product(s) interested in purchasing: Home Heat: Fuel Oil LP Own LP Tank? \_\_\_ Interested in Home Heating Budget Program? \_\_\_  
 Diesel SNL Oil Tires/Repair  
 Cardtrol # of cards requested \_\_\_  
 Agronomy # of acres \_\_\_ Feed Type of Livestock \_\_\_

You agree that the following terms will govern any purchases made which are charged to any charge account that you may have with WFS.

1. In this agreement “you” and “your” is the applicant(s), and “we” or “our” is WFS.
2. You will pay the entire balance showing on your account statement by the Payment Due Date and you understand that if any portion of your balance remains unpaid beyond that date, your credit privileges may be suspended or revoked.
3. You agree that an interest or finance charge of 1.5%, 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 by the 15<sup>th</sup> of the following month plus any previous balance, that remained unpaid. The minimum charge is \$1.00 per month. Interest may be compounded at our discretion.
4. If the account is not paid in full by the end of the second month following the month of purchase, the account may be classified as delinquent and no further credit shall be extended until the account is paid in full. We may refuse to extend additional credit at any time. If a patron is placed on a cash only basis, he will remain on cash only until credit worthiness is re-established by WFS. Cardtrol card charges must be kept within 60 days or lockout will occur.
5. Payments shall be applied first to the unpaid finance or interest charge, then to the remaining outstanding balance.
6. You shall be liable for the payment of all our collection costs, court costs, and attorney’s fees to pursue payment of your debt in the event that payment is not received when due.
7. The terms and conditions of this document may be amended in writing by the agreement of all parties. Such amendments shall not affect your charges or other debt incurred prior to the amendment.
8. If applying for a Joint Account, both of us agree to be bound by the terms of this agreement and each of us agree to be jointly and severally liable for payment of all purchases or charges made under this agreement.
9. You shall have the right to limit or terminate your charge account, but termination shall not affect your obligation to pay any existing balance. We may, at our option, declare the entire balance due and payable at any time.
10. 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 Martin only, and the undersigned hereby consents to the jurisdiction of the Courts of the State of Minnesota, county of Martin, and the U.S. District for the District of Minnesota.
11. We are not bound by any notation of “paid in full” or otherwise that accompanies any payment if the payment is not for the total amount owed at that time. Any agreement for a lesser amount than what is owed must be expressly agreed to by WFS in a written Agreement signed by WFS’ President/CEO.
12. You agree to notify WFS immediately if any cardtrol card issued on your account is ever lost, stolen, or otherwise used in a manner not authorized by you. You may be liable for the unauthorized use of your card(s). However, you will not be liable for unauthorized use that occurs after you notify us of the loss, theft, or possible unauthorized use by calling **507-776-2831** or **800-657-3282**.
13. We are not liable for any consequential or special damages of any kind, and the implied warranty of merchantability and of fitness for a particular purpose are waived by you.

\*NOTICE: See below for important notice information regarding your right to dispute billing errors.

**Everything that I have stated in this application is true and correct. I understand that WFS will retain this application whether or not it is approved. You are authorized to check my credit and employment history and to answer questions about your credit experience with me, including obtaining a credit report on the individual applicant(s) and reporting applicant(s) performance under this Agreement to credit reporting agencies.**

\_\_\_\_\_  
Applicant’s Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Joint Applicant Signature  
(when applicable)

\_\_\_\_\_  
Date

**PERSONAL GUARANTEE**

(To be completed by all applicants except individuals)

Each of the undersigned hereby guarantees full payment of all present and future indebtedness of the applicant. This guarantee is open and continuous and is given to induce Watonwan Farm Service Co. to extend credit to the applicant. This personal guarantee shall remain effective until revoked by the undersigned by notice in writing to Watonwan Farm Service Co. However, such a revocation shall be effective only as to amounts due which arise out of new contracts or transactions entered into more than 30 days after receipt of notice by Watonwan Farm Service Co. Such notice must be given by certified mail to Watonwan Farm Service Co. At any time Watonwan Farm Service Co. may, without notice, extend credit to applicant or modify, renew, extend, or compromise any indebtedness; take subordinate, or release any security interests; release applicant or any other guarantor from any liability for indebtedness and otherwise deal with applicant and other guarantors in any manner deemed it, without waiving the effectiveness of this personal guaranty. Each guarantor waives presentment, demand, protests, and notice of any kind. If there is more than one guarantor, the obligations are joint and several. Watonwan Farm Service Co. may bring a separate action against any guarantor without first proceeding against the applicant, or any other person or security, and without pursuing any other remedy. In any proceeding to interpret or enforce this personal guarantee, Watonwan Farm Service Co. shall be entitled to recover all of its costs and attorney fees from any personal guarantor. All notices regarding this personal guarantee must be sent to Watonwan Farm Service Co. at 233 West Ciro St, PO Box 68, Truman, MN 56088, or any other address requested by Watonwan Farm Service Co. Each guarantor hereby consents to the jurisdiction of the Courts of the State of Minnesota, County of Martin, and the U.S. District for the District of Minnesota.

\_\_\_\_\_  
 Guarantor Name and Title (print)

\_\_\_\_\_  
 Guarantor Name and Title (print)

\_\_\_\_\_  
 Guarantor Social Security Number

\_\_\_\_\_  
 Guarantor Social Security Number

\_\_\_\_\_  
 Guarantor Signature (Date)

\_\_\_\_\_  
 Guarantor Signature (Date)

\*If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet of paper at the address listed on the top of this Agreement. Write to us as soon as possible. We must hear from you no later than 60 days after we send you the first bill on which the error or problem appears. In your letter, give us the following information:

1. Your name and account number.
2. The dollar amount of the suspected error.
3. Describe the error and explain, if you can, why you believe there is an error.
4. If you need more information, describe the item you are not sure about.

We will acknowledge your letter within 30 days, unless we have corrected the error by then. Billing errors do not include complaints about the quality of any goods or services. Within 90 days, we will either correct the error or explain why we believe the bill was correct. This Notice is not part of the Agreement but instead a Notice advising you of your right to dispute billing errors.