

# COMMERCIAL/CORPORATE FARM CREDIT APPLICATION

MEMBER NUMBER \_\_\_\_\_

Central Alberta Co-op Ltd 6201 46 Ave, Red Deer, AB T4N 6Z1 Email: ar@centralab.coop  
403-343-2667 Main. 403-309-8915 A/R. 403-341-5811 Fax.

## 1. BUSINESS IDENTIFICATION

Legal Name of Business: \_\_\_\_\_ Phone # ( ) \_\_\_\_\_ Fax # ( ) \_\_\_\_\_

Trade Name: (if different from above): \_\_\_\_\_

Address (if P.O. box, Legal Land Description) \_\_\_\_\_

City/Town \_\_\_\_\_ Province \_\_\_\_\_ Postal Code \_\_\_\_\_

Name of Principal Partner/Officer: \_\_\_\_\_ Phone # ( ) \_\_\_\_\_ Fax # ( ) \_\_\_\_\_

## 2. BUSINESS INFORMATION

Nature of Business: \_\_\_\_\_ GST # \_\_\_\_\_ PST # \_\_\_\_\_

Check One Box:  Corporation  Partnership  Sole Proprietorship  Other (Specify) \_\_\_\_\_

Length of Time in Business: \_\_\_\_\_ yrs. Incorporation Date: \_\_\_\_\_ # of Employees: \_\_\_\_\_

Accounts Payable Contact: \_\_\_\_\_ Phone # ( ) \_\_\_\_\_

If a Subsidiary, Branch or Division, Please State Parent Corporation:

Name: \_\_\_\_\_ Phone # ( ) \_\_\_\_\_ Fax # ( ) \_\_\_\_\_

Address: \_\_\_\_\_

City/Town \_\_\_\_\_ Province \_\_\_\_\_ Postal Code \_\_\_\_\_

Financial Statements for the Year of \_\_\_\_\_ Prepared. Will Provide Copy:  Yes  No  Attached

Financial information provided will be held in strict confidence and used for credit purposes only.

Officers', Partners' or Owner's Name (s)	Title	Home Address	Birth Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

## 3. REFERENCES

Financial Institution \_\_\_\_\_ Account Manager \_\_\_\_\_

Address \_\_\_\_\_ Phone # ( ) \_\_\_\_\_ Account # \_\_\_\_\_

Current Trade Suppliers' Name's	Address	Phone #
_____	_____	_____
_____	_____	_____

Current Fuel Suppliers Name \_\_\_\_\_ Address \_\_\_\_\_

Account # \_\_\_\_\_ Phone # ( ) \_\_\_\_\_

## 4. ACCOUNT INFORMATION

**CREDIT LIMIT REQUESTED \$** \_\_\_\_\_ **Estimated Monthly Co-op Purchases \$** \_\_\_\_\_

Are there any legal actions pending against you or your partner(s) or officers?  Yes  No

Have you or your partner(s) or officer(s) made assignment into or been discharged from bankruptcy in the last 6 years?  Yes  No

## 5. COMPLETE THIS PORTION FOR CORPORATE FARM USE

A G R O	Legal Land Description: _____ Section(s) _____ Township _____ Range _____ West of _____ Meridian _____
	How long have you farmed? _____ Acres Farmed _____
	Is livestock financed by third party? <input type="checkbox"/> No <input type="checkbox"/> Yes If so, who? _____ Number & Type of Livestock _____
	<input type="checkbox"/> Owner _____ <input type="checkbox"/> Tenant Name of Mortgage Co. or Landlord _____
	Name of Insurance Company & Agent _____

### Please Read, Date & Sign

I/We certify that the above information is true. I/We certify that I am / we are entering into this credit agreement primarily for commercial purposes (that is not personal, family or household purposes), or for corporate farming purposes. I am / we are at least the minimum adult age. I/We understand the Central Alberta Co-op Ltd. (the "Co-op") may accept or reject this application. If this credit application is accepted, I am / we are bound by the Co-op's Commercial/Corporate Farm Credit Agreement and Statement of Disclosure and any amendments or replacements which the Co-op sends me. I/we have retained a copy of the Commercial/Corporate Farm Credit Agreement and Statement of Disclosure. If the Co-op has service cards, I/we request a Co-op service card be issued to myself/both of us. Where the two of us sign this application, we acknowledge that the terms of this application and all consents given in it bind both of us. We agree to be jointly and individually liable, which means we are liable both individually and together for all amounts charged to the account. If this application is made by a corporation, each of the above statements is considered to be made by an authorized person both on behalf of the corporation and on their own personal behalf (though only one signature may appear below) with all necessary grammatical changes.

I/We/the Corporation consent(s) to the exchange of account and credit information and personal information from time to time by the Co-op and the financial references provided and to the exchange of credit information with any credit grantor, credit bureau, credit reporting agency, or my/our employer(s).

### Signing by Applicant(s)

DATE: \_\_\_\_\_ MM DD YY \_\_\_\_\_ Name of Officer (please print name here) \_\_\_\_\_

\_\_\_\_\_ Officer's Title \_\_\_\_\_ Signature of Officer (please sign here) \_\_\_\_\_

**Central Alberta Co-op Ltd.**  
403-309-8915 direct      403-341-5811 fax      Email: ar@centralab.coop  
**Commercial/Corporate Farm Credit Agreement and Statement of Disclosure**

In consideration of the Co-op accepting your credit application, which forms part of this Agreement, and opening an account in your name and, when applicable, issuing a service card (the "Card") to you and to the co-applicants, if requested, you agree to the credit terms set out below.

**1. Types of Credit Accounts / Use of the Card**

- (1) Under a charge account, credit is extended for new purchases (i.e. a purchase not shown on a previous statement) to the Due Date shown on the statement. No interest is charged on new purchases when the Co-op receives payment in full by the Due Date.
- (2) Under a dating account, credit is extended for new purchases beyond 30 days to the Due Date shown on the statement. No interest is charged on the purchases recorded in a dating account. When due, the purchases in the dating account are transferred to the charge account and interest is charged at the interest rate on the charge account if the amount transferred is not paid on or before the Due Date.
- (3) The Card may be used to buy goods and services available on credit on these accounts from the Co-op.
- (4) The Card is the property of the Co-op. It is not transferable. You will immediately return all Cards if requested.
- (5) Upon cancellation or expiry of your credit accounts or Card, you will pay your accounts in full despite the cancellation or expiry of any rights and privileges under this Agreement.
- (6) The Co-op has the right to cancel your credit accounts and the Card at any time and for any reason, including, without limitation, upon your death or if you become bankrupt or insolvent.
- (7) Nothing in this Agreement will be construed as to obligate the Co-op to provide credit to you.
- (8) You may make enquiries about your accounts during the Co-op's ordinary business hours by a local or collect call to the telephone number set out above or any other number the Co-op may direct in writing from time to time.

**2. Credit Limit**

- (1) The Co-op will advise you of your credit limit (the "Limit") by letter or in your first statement after acceptance of your credit application. The Co-op, in its sole discretion, may increase or decrease the Limit at any time, and will disclose the change in the next statement following the change. You hereby request any increase to the Limit at any time for which you may qualify.
- (2) You agree not to make purchases on your accounts where the amount of the purchase plus any balance then outstanding would in total exceed the Limit unless the Co-op, in its sole discretion, permits you to exceed the Limit, in which case the terms set out in this Agreement apply to those amounts in excess of the Limit.

**3. Billing**

- (1) The Co-op will send you a statement every month for purchases that have been made under your accounts during the previous month, and for any previous unpaid balance. Co-applicants and co-applicant cardholders will not receive statements.
- (2) Where anyone authorized by you signs a receipt bearing an imprint of your Card, or you or anyone authorized by you gives your account number to make a purchase without presenting the Card, you will be liable to pay as if the sales receipt were signed by you.
- (3) If you do not notify the Co-op in writing of an error or omission in your statement of account within 30 days of the statement date, you agree that the statement is considered conclusively to be correct.
- (4) Any adjustment made by means of a credit voucher will be credited to you, but until the time the Co-op grants and records the credit voucher, you are responsible to pay the amount to which it relates to the Co-op in accordance with this Agreement.

**4. Interest and Payment**

- (1) You agree to perform promptly all your obligations under this Agreement.
- (2) You agree to pay the amount due in full on or before the due date appearing on each statement the Co-op sends to you.
- (3) You have the right to prepay the entire balance in full or in part without charge.
- (4) You agree to pay interest to the Co-op on all past due amounts at the annual rate of 24%, both before and after demand, default and judgment. This is the annual percentage rate on the charge account. This interest is added to the charge account and forms part of the amount due. This interest will bear interest on your next monthly statement (monthly compounding) if the amount due on the statement is not paid in full on or before the due date.
- (5) The Co-op will apply the payments in the following order: previously billed interest and purchases, interest and purchases shown on current statement, interest and purchases to be billed.
- (6) You agree you are liable for the entire outstanding balance of your accounts despite any variation of interest terms by the Co-op.
- (7) In addition to the amounts otherwise payable under this Agreement, you agree to pay the Co-op its charge for each cheque that the Co-op receives from you that is subsequently dishonored.
- (8) Payments must be made only by cash, cheque, debit card or money order, or by other arrangement the Co-op has authorized.

**5. Default**

- (1) You will be in default if any of the following occurs:
  - (a) You do not make a payment when due;
  - (b) A bankruptcy proceeding is filed by or against you or you are the subject of receivership or insolvency proceedings or any of your assets are seized;
  - (c) You have made a false or misleading representation on your Credit Application;
  - (d) You die;
  - (e) You breach any of the other terms in this Agreement;
  - (f) If the Co-op has reasonable cause to believe your ability to perform your obligations under this Agreement, including making timely payments, is impaired.

- (2) Upon your default, the Co-op has the remedies in this Agreement and at law or in equity. The Co-op may immediately suspend or cancel your privilege to obtain credit. Unless stated otherwise in this Agreement, the outstanding balance in your accounts will become due and payable 10 days from the date the Co-op's written notice of the default is sent to you.

- (3) In the case of a default under 5(1) (a), (b) or (d) above, the Co-op may at any time on or after your default declare all secured indebtedness immediately due and payable and proceed, without demand or notice, to enforce payment and exercise its rights and remedies under the *Personal Property Security Act* of Alberta, in addition to all other rights and remedies that the Co-op may have at law or in equity.

- (4) You agree to pay all reasonable expenses, costs and disbursements, including fees as between a solicitor and his or her own client, which may be incurred by the Co-op in the enforcement of its rights under this Agreement.

- (5) You agree that taking of a judgment against you will not operate as a merger of your promise to pay, or affect the right of the Co-op to collect interest at the rates notified to you from time to time on any amounts owing to the Co-op under this Agreement or on the judgment.

**6. Cancellation.** You may cancel this Agreement at any time by verbal or written notice.

**7. Amendments.** The Co-op may amend the provisions of this Agreement including the interest rate by giving written notice to you of the change. The Co-op will notify you in writing of the amendment, which may be by notice on your statement. The amendment will be effective 30 days, or such greater time period as may be required by applicable laws, after the date notice is given. Unless you cancel your credit accounts within that notice period, the amendment(s) will be binding on you.

**8. Assignment.** You may not assign or transfer this Agreement.

**9. Notices.** Any notice required or permitted to be given to you under the terms of this Agreement is sufficiently given if shown on your statement or if sent by prepaid first class mail to the latest address contained in the Co-op's files. Unless otherwise provided in this Agreement or by law, any notice so given will be considered to have been received by you on the 7<sup>th</sup> day after the date on which it was mailed. You agree to notify the Co-op promptly of any change of address. Notice to you or to a co-applicant cardholder is considered notice to all.

**10. Lost or Stolen Card(s)**

- (1) **Where the Card(s) used in connection with your account is (are) lost or stolen, you agree to notify the Co-op promptly, in writing.**
- (2) **You are responsible to pay for all product and services charged to your account until you have notified the Co-op as required.**

**11. Co-applicants**

- (1) Where a co-applicant signed the credit application with you, the terms of this Agreement bind each of you and apply with whatever changes of grammar are necessary.
- (2) Where there are co-applicants, you agree that your liability for all amounts payable under the terms of this Agreement is joint and individual, which means you are liable both individually and together for all amounts charged to the accounts.
- (3) Where you have designated co-applicant cardholder(s), you are responsible to the Co-op for all transactions made by co-applicant cardholder(s) with their Card(s).

**12. Authorization to Acquire Personal and Financial Information**

- (a) You agree that your personal information disclosed to and collected by the Co-op, including names, addresses, financial records, identification numbers, references, and credit records (collectively, "Personal Information") may be used by the Co-op to evaluate your credit worthiness and as the Co-op otherwise requires to exercise its rights under this Agreement, and is subject to applicable privacy legislation. The Co-op will not use or disclose any Personal Information except in accordance with this Agreement and privacy legislation. In signing this Agreement, you consent to the Co-op's use of your Personal Information for these purposes.

**13. Miscellaneous**

- (1) You grant to the Co-op a security interest in any and all merchandise purchased from the Co-op (the "Merchandise") to secure payment to the Co-op for all debts, charges and liabilities, present and future, at any time owing by you in connection with your accounts. If for any reason you do not make payments on time or pay any other amounts due to the Co-op in the manner provided in this Agreement, in addition to all other rights and remedies available at law or in equity, the Merchandise may be repossessed to the extent permitted by law. Where permitted by law, you waive your right to receive copies of any financing statement, financing change statement or verification statement relating to this Agreement.
- (2) If any part of this Agreement is contrary to law or found inoperative by any court, that part is ineffective without invalidating the other parts of this Agreement.
- (3) This Agreement will be governed by the laws of the Province in which the Co-op is situated.
- (4) You acknowledge receipt of a copy of this Agreement at the time of signing the Commercial/Corporate Farm Credit Application and before the extension of any credit or the use of the accounts.

**PLEASE INITIAL:** \_\_\_\_\_