



1708 Pierce Avenue
 PO Box 254
 Sibley, IA 51249-0254
 (712) 754-2586
 (800) 342-7360
 Fax (712)754-2982



CREDIT APPLICATION AND AGREEMENT

Application for: Gas Cards ____ No# of Cards needed ____ Gas Only ____ Gas & Diesel ____
 Propane ____ Fuel Oil ____ Bulk Gas ____ Bulk Diesel ____ Other ____
 Amount Credit Requested per month \$ _____

| | | | | |
|------------|----|-----------|--------------------------|---------------|
| First Name | MI | Last Name | Social Security #/Tax ID | Date of Birth |
|------------|----|-----------|--------------------------|---------------|

Joint applicant

| | | |
|----------------|--------------|-------------------|
| Street Address | Phone Number | Cell Phone Number |
| City | State | Zip Code |

Own Home? Yes / No Rent? Yes / No How Long? _____

Employment

| | | |
|------------------------------|----------|--------------|
| Applicant's Current Employer | Position | No. of Years |
| City | State | Zip Code |
| City | State | Zip Code |

| | | |
|----------------------------|----------|--------------|
| Joint Applicant's Employer | Position | No. of Years |
| City | State | Zip Code |
| City | State | Zip Code |

Applicant's Monthly Income \$ _____ Joint Applicant's Monthly Income \$ _____

Bank or Financial Institution

| | |
|--------------|-------------------|
| Bank Name | Bank Address |
| Bank Officer | Bank Phone Number |

I hereby authorize bank named above to release information requested for the purpose of obtaining and /or reviewing credit.

Credit References (List three business references where credit is now or has been extended)

| Name | Complete Address | Phone Number |
|----------|------------------|--------------|
| 1. _____ | _____ | _____ |
| 2. _____ | _____ | _____ |
| 3. _____ | _____ | _____ |

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

You agree that the following terms will govern any purchases made which are charged to any charge account that I may have with Cooperative Energy Company.

1. In this agreement "you" and "your" is the applicant(s), and "we" or "our" is Cooperative Energy Company.
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 the balance remains unpaid beyond that date, your credit privileges may be suspended or revoked.

3. You agree that a *interest or finance charge of 1.65%, which is and annual percentage rate of 19.8%, per year* will be applied to that part of any balance that resulted from purchases made during a calendar month, but not paid before the 15th 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.
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 Iowa and shall be construed in accordance with the laws of the State of Iowa. All parties hereto expressly agree that the venue shall be in the State of Iowa, County of Osceola only, and the undersigned hereby consents to the jurisdiction of the Courts of the State of Iowa, County of Osceola, and the U.S. District for the District of Northern Iowa.
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 the time. Any agreement for a lesser amount than what is owed must be expressly agreed to by Cooperative Energy Company in a written agreement signed by the Cooperative Energy Company's General Manager.
12. 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.

I certify that everything I have stated in this application is true and correct. I understand that Cooperative Energy Company 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) _____

Other Applicant's Signature (when applicable) _____ (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:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error.
- If you need more information, describe the item you're 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.

Credit Approved _____ Date _____ Credit Refused _____ Date _____ By _____