

# CRYSTAL VALLEY COOPERATIVE

1911 Excel Drive, Mankato, MN 56001

(507) 726-6455

Fax: (507)726-6901

## APPLICATION FOR OPEN ACCOUNT PURCHASES

### Individual

**Section 1**      Date \_\_\_\_\_ Crystal Valley Employee Taking Application \_\_\_\_\_  
Name \_\_\_\_\_ Spouse or Joint Applicant Name \_\_\_\_\_  
Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Delivery Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Phone No.(Home) (\_\_\_\_\_) \_\_\_\_\_ Cell Ph# \_\_\_\_\_ Work Phone \_\_\_\_\_  
Credit amount requested \$ \_\_\_\_\_ E-Mail Address \_\_\_\_\_  
Landlord's Name & Phone \_\_\_\_\_  
How long at present address \_\_\_\_\_ Years \_\_\_\_\_ Months    Own ☐    Rent ☐    Other ☐    Monthly Payment \$ \_\_\_\_\_  
Previous Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ How long \_\_\_\_\_  
Nearest Living Relative: Name \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_

#### Applicant No. 1

Date of Birth \_\_\_\_\_  
Social Security No. \_\_\_\_\_  
Employer \_\_\_\_\_  
Occupation \_\_\_\_\_  
Earnings Monthly \_\_\_\_\_

#### Spouse or Joint Applicant

Date of Birth \_\_\_\_\_  
Social Security No. \_\_\_\_\_  
Employer \_\_\_\_\_  
Occupation \_\_\_\_\_  
Earnings Monthly \_\_\_\_\_

Check products interested in purchasing:

Petroleum ☐ LP Gas ☐ Agronomy ☐ Feed ☐ Lube Oils ☐ Grain Sales ☐ Other ☐ \_\_\_\_\_  
Gas Cards ☐ How Many? \_\_\_\_\_ Limit Per Fill \_\_\_\_\_ Agronomy acres owned \_\_\_\_\_ rented \_\_\_\_\_

#### Section 2      References

Bank \_\_\_\_\_ City and State \_\_\_\_\_  
Lender \_\_\_\_\_ City and State \_\_\_\_\_

Other References      (such as a utility company or previous supplier, if applicable) or personal references  
Name      Address      City      State      Phone

"Applicant" is the person or persons identified above. The above information is for the purpose of obtaining credit and is warranted to be true and correct. Applicant agrees to pay the entire account balance on account statements or invoices by the respective payment due date or as otherwise expressly agreed in writing. Failure to make any payment to Crystal Valley Cooperative ("CV") when due shall constitute a default enabling CV to accelerate payment of all amounts owed to CV and to refuse to extend additional credit to Applicant. Applicant hereby authorizes CV to investigate the references herein listed and references from any other person pertaining to Applicant's credit, employment, and financial responsibility now and for as long as Applicant has an open account or balance. Applicant authorizes CV to provide credit ratings to other credit grantors or credit reporting agencies about Applicant's experience with CV. Applicant has applied for and, if approved, will obtain an open credit account, subject to the terms and conditions contained herein and CV's credit policy, which is incorporated by reference. If Applicant is granted an account such account must, be paid in full each month. CV may, and is authorized to contact governmental agencies and non-governmental organizations to verify financial information, yield data, farm program details, including information about crop insurance that is relevant to approving or maintaining an open credit account with CV.

Finance charges will be computed by applying a periodic rate of 1.50% per month which is equivalent to an ANNUAL PERCENTAGE RATE of 18%. A minimum finance charge of \$0.50 per month will be charged. Finance Charges will be applied in the event any account balance from purchases made during a calendar month are not paid in full before the end of the following calendar month.

CV, pursuant to its Articles of Incorporation and By-Laws, which are hereby incorporated by reference, has a security interest of a first lien on the capital stock or equities of CV held by Applicant for any debt due by Applicant that is deemed otherwise uncollectible by the Board of Directors. Applicant shall be liable for all collection costs, including without limitation attorney's fees, incurred by CV to collect amounts owed by Applicant and such amounts owed may be deducted from Applicant's equity in CV.

CVC SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF THE GOODS PURCHASED BY APPLICANT. THE MAXIMUM LIABILITY OF CV SHALL BE LIMITED TO THE PURCHASE PRICE OF THE GOODS PURCHASED.

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 Blue Earth only, and the undersigned hereby consents to the jurisdiction of the Courts of the State of Minnesota, County of Blue Earth, and the U.S. District Court for the District of Minnesota.

\_\_\_\_\_  
APPLICANT'S SIGNATURE

\_\_\_\_\_  
JOINT APPLICANT'S SIGNATURE

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional) <b>Crystal Valley</b> <b>1911 Excel Drive</b> <b>Mankato, MN 56001</b>
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
-----------	----------------------------	--------

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

**Form ST3, Certificate of Exemption****Purchaser:** Complete this certificate and **give it to the seller.****Seller:** If this certificate is not 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. This certificate 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 purchases for a specific job. Enter the exempt entity name and specific project:

Exempt entity name \_\_\_\_\_ Project description \_\_\_\_\_

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

Crystal Valley

Seller's Address	City	State	ZIP code
1911 Excel Drive	Mankato	MN	56001

**Type of Business**

- |  |  |
|--|--|
| <input type="checkbox"/> 01 Accommodation and food services            | <input type="checkbox"/> 11 Transportation and warehousing     |
| <input type="checkbox"/> 02 Agricultural, forestry, fishing, hunting   | <input type="checkbox"/> 12 Utilities                          |
| <input type="checkbox"/> 03 Construction                               | <input type="checkbox"/> 13 Wholesale trade                    |
| <input type="checkbox"/> 04 Finance and insurance                      | <input type="checkbox"/> 14 Business services                  |
| <input type="checkbox"/> 05 Information, publishing and communications | <input type="checkbox"/> 15 Professional services              |
| <input type="checkbox"/> 06 Manufacturing                              | <input type="checkbox"/> 16 Education and health-care services |
| <input type="checkbox"/> 07 Mining                                     | <input type="checkbox"/> 17 Nonprofit organization             |
| <input type="checkbox"/> 08 Real estate                                | <input type="checkbox"/> 18 Government                         |
| <input type="checkbox"/> 09 Rental and leasing                         | <input type="checkbox"/> 19 Not a business (explain) _____     |
| <input type="checkbox"/> 10 Retail trade                               | <input type="checkbox"/> 20 Other (explain) _____              |

**Reason for Exemption (See Instructions)**

- |   |  |
|---|--|
| <input type="checkbox"/> A Federal government (department) _____  | <input type="checkbox"/> J Agricultural production   |
| <input type="checkbox"/> B Specific government exemption _____  | <input type="checkbox"/> K Industrial production/manufacturing   |
| <input type="checkbox"/> C Tribal government (name) _____   | <input type="checkbox"/> L Direct pay authorization  |
| <input type="checkbox"/> D Foreign diplomat # _____   | <input type="checkbox"/> M Multiple points of use (services, digital goods, or computer software delivered electronically) |
| <input type="checkbox"/> E Charitable organization # _____  | <input type="checkbox"/> N Direct mail   |
| <input type="checkbox"/> F Educational organization # _____   | <input type="checkbox"/> O Other (enter number from instructions) _____  |
| <input type="checkbox"/> G Religious organization # _____   | <input type="checkbox"/> P Percentage exemption  |
| <input type="checkbox"/> H Resale   | <input type="checkbox"/> Advertising (enter percentage) _____%   |
| <input type="checkbox"/> I Qualifying capital equipment (see instructions when equipment claimed is part of a construction project) | <input type="checkbox"/> Utilities (enter percentage) _____%   |
|   | <input type="checkbox"/> Electricity (enter percentage) _____%   |

*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 \_\_\_\_\_

This document is to be completed by a purchaser when claiming exemption from sales/use/excise tax. Certificates are valid for up to three years.

Purchaser legal name: \_\_\_\_\_

Seller legal name: Crystal Valley Cooperative

Doing business as: \_\_\_\_\_

Doing business as: Crystal Valley

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

Address: 1911 Excel Drive

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

City: Mankato State: MN ZIP: 56001

General nature of business: \_\_\_\_\_

Phone number: \_\_\_\_\_

**Purchaser is doing business as:**Retailer ☐

Sales/Use/Excise Tax Permit Number (if required): \_\_\_\_\_

Retailer car dealer ☐

Enter your DOT number: \_\_\_\_\_

Governmental agency (including public schools) ☐Wholesaler ☐Farmer ☐Lessor ☐Manufacturer ☐Nonprofit hospital ☐Private nonprofit educational institution ☐Qualifying residential care facility ☐Nonprofit museum ☐Commercial enterprise ☐Other ☐**Purchaser is claiming exemption for the following reason:**Resale ☐ Leasing ☐ Processing ☐Qualifying farm machinery/equipment ☐Qualifying farm replacement parts ☐Qualifying manufacturing machinery/equipment ☐Research and development equipment ☐Pollution control equipment ☐Recycling equipment ☐Qualifying computer or computer peripheral ☐Qualifying replacement parts/supplies  
(Manufacturing, Research & Development,  
pollution control, recycling, computer) ☐Qualifying computer software, specified digital  
products and digital services ☐Grain bins ☐Other ☐ \_\_\_\_\_Direct Pay ☐ Permit number required:

Permit: \_\_\_\_\_

Description of purchase (Include additional information if necessary):  
\_\_\_\_\_  
\_\_\_\_\_

I, the undersigned, declare under penalties of perjury or false certificate, that I have examined this certificate, and, to the best of my knowledge and belief, it is true, correct, and complete.

Signature of purchaser: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**Seller:** Keep this certificate in your files.**Purchaser:** Keep a copy of this certificate for your records.**Do not send to the Iowa Department of Revenue**

## Required Regulation Z Disclosures

<b>When finance charge accrual starts?</b>	A Crystal Valley customer has 30 days from the closing date to pay the new balance before <b>FINANCE CHARGES</b> will accrue on the account.
<b>Is there a time period during which credit may be repaid without incurring a finance charge?</b>	Yes. <b>FINANCE CHARGES</b> will be imposed on any new purchases only if they are not paid in full by the end of the month following the closing date.
<b>What is the finance charge rate?</b>	A periodic rate of 1.5% per month is charge on all balances still owing on the 1 <sup>st</sup> day of the second month following the month in which credit was extended. The <b>ANNUAL PERCENTAGE RATE</b> is 18%.
<b>Method used to figure the balance on which the finance charge will be computed?</b>	Credits and payments are deducted from the previous past due balance to arrive at the new past due balance on which the <b>FINANCE CHARGE</b> for the following month is computed.
<b>How will the finance charge be determined?</b>	<b>FINANCE CHARGES</b> are computed on the average outstanding balance for the period.
<b>Are there other charges in addition to the finance charge?</b>	<b>Yes, A \$30 charge is assessed for checks that are returned for non-sufficient funds.</b> Crystal Valley is also permitted to recover its attorneys' fees and other costs associated with collecting amounts owed to Crystal Valley.
<b>Does Crystal Valley take a security interest?</b>	Usually not, but there are cases when Crystal Valley will request a perfected security interest either in the things you are purchasing and/or in other collateral you have an interest in. If additional security is requested, it will secure previous credit extended plus credit extended in the future as well.
<b>Does Crystal Valley have a first lien on your equity in Crystal Valley and the right to offset against it?</b>	<b>Yes.</b> Part of the Crystal Valley's earnings are distributed to qualifying patrons in the form of equities, which are eventually revolved according to policies established by the Board of Directors. Crystal Valley's <b>Articles of Organization</b> give Crystal Valley a first lien on any equities you earn from Crystal Valley. Crystal Valley routinely offset those equities against account that it considers uncollectible. Crystal Valley reserves the right to discount your equities if it exercises its right of offset.
<b>Is there a point where your payment terms will be cash on delivery (COD) if your account is not paid?</b>	<b>Yes.</b> Accounts must be paid in full within 25 days after the closing date, and if the account is not paid, you may be required to pay cash for purchases thereafter. In addition, Crystal Valley reserves the right to place any account holder on immediate COD anytime Crystal Valley has reasonable belief that repayment will not be made in accordance with the credit policy, or if Crystal Valley does not want to extend credit for any reason that is not otherwise unlawful. However, special credit arrangement can be made with credit manager's approval.
<b>Is there a minimum amount due?</b>	<b>Yes.</b> Crystal Valley is not in the business of providing financing to its customers. Crystal Valley provides convenience credit, and the credit policy requires payment of the account in <b>full</b> by the end of the month following the closing date. Crystal Valley may, but is not obligated to continue extending credit to those who do not pay their account in accordance with Crystal Valley's credit policy. Send payments to Crystal Valley Cooperative, 1911 Excel Drive, Mankato, MN 56001

## Your Billing Rights Under the Fair Credit Billing Act

**This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.**

### **1. Notify Us In case of Errors or Questions About Your Bill.**

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 at the address listed on your bill. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You may telephone us, but doing so will not preserve your rights.

In your letter, give us the following information: (1) Your name and account number (2) The dollar amount of the suspected error and (3) Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

### **2. Your Rights and Our Responsibilities After We Receive Your Written Notice**

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including **finance charges** and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any **finance charges** related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges and will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date this is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill, and we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

### Consent to Declaration of Patronage Refunds

Applicant hereby consents to include in Applicant's gross income, as now or hereafter provided in any and all tax laws, the stated dollar amount of each written notice of allocation which Applicant receives from Cooperative, with respect to patronage occurring during the current and all subsequent taxable years of this Cooperative. This individual consent shall be revocable by me or it at any time if in writing.

### Indemnification of Crystal Valley for Inquiring with Employment/Trade/Credit References

The applicant shall indemnify and hold the Cooperative harmless from any claims, damages, etc., brought by anyone including applicant, including the cost of legal defense, for making inquiry into and with any references furnished by the applicant. The applicant also hereby grants permission to any reference above named to answer any questions posed to it by Crystal Valley, and the applicant shall indemnify and hold that reference harmless to the same extent as the applicant indemnifies and hold Crystal Valley harmless. Crystal Valley shall also be held harmless from the receipt and use of credit reports about the applicant or the applicant's guarantor.