



call: 1-800-353-7378  
email: customerservice@eccoop.com

### Application for Credit

**FURNISH ALL REQUESTED INFORMATION FOR APPLICATION TO BE PROCESSED (TYPE OR PRINT)**

Applicant submits this Application for credit to Eau Claire Cooperative Oil Company, dba Chippewa Valley Energy for the purpose of obtaining a credit line with Chippewa Valley Energy. Applicant agrees to the terms and conditions of this credit application, the invoice, and product labels of products sold by Chippewa Valley Energy, Inc. to applicant. Applicant represents and warrants that all information supplied is accurate and true, and that they are a merchant and a sophisticated borrower. If there is insufficient space to provide the requested information, please supply the information on separate attached schedules.

**I. APPLICANT INFORMATION:**

State and date of Registration or Incorporation: \_\_\_\_\_ Date \_\_\_\_\_ State \_\_\_\_\_

Business Name: \_\_\_\_\_

DBA: \_\_\_\_\_

Legal Entity <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> L.L.C. <input type="checkbox"/> Trust				Tax I.D. #	
Address			City	State	Zip
County	Telephone (    )	Fax (    )		S.S.N.	
Mailing Address (if different)			City	State	Zip
Delivery Address (if different)			City	State	Zip

**ALL OWNERS, PRINCIPALS, PARTNERS (LIMITED AND GENERAL), OFFICERS OR MEMBERS**

Name	Title	Address	Social Security #

**II. BUSINESS INFORMATION:**

Number of years in business \_\_\_\_\_ Date of last financial statement \_\_\_\_\_

Name of similar or related businesses in which you have or had any interest within the last 5 years.

Name	State	Status: Active: Inactive: Insolvent

**III. CREDIT INFORMATION:**

**A. BANK REFERENCES**

Bank Name/Phone	Account #	Fax #	Contact

Does Applicant have an established operating line of credit?     Yes     No

Account # \_\_\_\_\_ If Yes, name of creditor: \_\_\_\_\_

**B. HISTORY**

Is or has the Applicant or any owner, principal, officer, or any member been subject to any Judgments, Collections, Liens, or Unpaid Taxes within the last 7 years?

Yes     No    If yes, give details: \_\_\_\_\_

Is there any Bankruptcy or Receivership related to this or previous company or business owned, controlled, operated, or any interest?

Yes     No    If yes, when? \_\_\_\_\_ Disposition? \_\_\_\_\_

**C. MAJOR SUPPLIERS (Trade references)**

Name	Fax # or address	Telephone #



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ACCOUNT INFORMATION

- 1. Anticipated total purchases (annually) \$ \_\_\_\_\_
- 2. Maximum monthly credit required \$ \_\_\_\_\_
- 3. Is Applicant tax exempt?  Yes  No      If yes, a **tax-exempt certificate must accompany this application.**
- 4. Accounts Payable Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_ Do you accept e-mail invoicing and statements? Yes or No

**IV. SALES TERMS AND CREDIT AGREEMENT**

All sales made by Chippewa Valley Energy to Applicant are due and payable upon delivery whether to Applicant or to an applicator on behalf of Applicant, except for sales on accounts which have established a credit relationship with Chippewa Valley Energy. Applicant agrees and acknowledges that delivery of Products to an applicator is deemed to be a delivery to and acceptance by Applicant. Credit sales are due and payable in full by the due date according to the terms of sale specified on the invoice. No terms or conditions of sale different from Chippewa Valley Energy terms of sale will become part of any agreement unless approved in writing by Chippewa Valley Energy. A finance charge of the lower of 1.5% per month or 18% APR (Annual Percentage Rate) or the highest amount permitted by law may be assessed against sales which have not been paid. Applicant agrees that all other terms and conditions of sale shall be governed by the label or invoice, which may be sent to Applicant after product delivery. Applicant grants to Chippewa Valley Energy a security interest in all Products sold and proceeds therefrom.

For those accounts, which incur finance charges, Chippewa Valley Energy may apply payments or credits first to past due finance charges and subsequently to outstanding invoice balances at the discretion of Chippewa Valley Energy.

Any dispute or claim on this account or this Agreement or Product efficacy claims, may be settled by arbitration, at the sole discretion of Chippewa Valley Energy, under the Commercial Arbitration Rules administered by the American Arbitration Association. A single arbitrator within the state the sale was made will conduct the arbitration. If an award is obtained as a result of arbitration, it may be confirmed and entered as a final judgment in any court having jurisdiction. The prevailing party shall be awarded reasonable costs, arbitration and attorney fees, including anticipated attorney fees necessary to confirm the award in a court of law.

Applicant agrees to pay reasonable attorney fees and costs of collection.

Upon written credit approval by the Chippewa Valley Energy credit manager, Chippewa Valley Energy will assign Applicant a maximum credit amount ("Credit Limit"). Applicant agrees to provide Chippewa Valley Energy with a current financial statement. Should the account balance exceed any established Credit Limit, liability for payment additionally extends to the entire balance. Chippewa Valley Energy has the right to reduce the Credit Limit and/or withdraw Applicant credit under this Credit Agreement at any time without prior notice, except as otherwise provided by law. Chippewa Valley Energy reserves the right to revoke credit or demand full payment if Applicant fails to pay when due, or if in the sole discretion of Chippewa Valley Energy, there has been an adverse change in buyer's financial condition, and thereupon Chippewa Valley Energy shall have the right to demand payment or other assurance which it deems adequate. Default by Applicant under this or any other agreement between Applicant and Chippewa Valley Energy shall be default under all agreements. Chippewa Valley Energy does not waive its rights by accepting late payments.

If any provision contained in this Credit Agreement is determined by a court to be in conflict with applicable law, that provision shall be considered changed or omitted to conform to such law; all other provisions of this Credit Agreement remain in full force and effect. Nothing in this Agreement shall be deemed to limit Chippewa Valley Energy's collection rights or remedies.

I agree to be bound by the terms of the warranty limitations and the disclaimers contained on the product labels and invoices. I understand these disclaimers limit any claims to the refund of the purchase price and that this is a reasonable limitation. I also acknowledge that Chippewa Valley Energy or the seller does not assume any duty to me in the event that any of its representatives makes a recommendation as to the selection; application or use of a product and that any such recommendation is gratis and informational only. I will be solely responsible for the ultimate selection, application or use of all products purchased from Chippewa Valley Energy.

**IMPORTANT NOTICE – EQUAL CREDIT OPPORTUNITY ACT NOTICE:**

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national original, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract), because all or part of the applicant's income derives from any public assistance program, or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act.

The undersigned, being either the Applicant or an individual authorized to act on behalf of the Applicant, offers this information to Chippewa Valley Energy to induce consideration for credit. The undersigned hereby acknowledge and agree to all terms and conditions of this Credit Application and to the invoice terms for the sale of Products. The undersigned certifies the information submitted is true and correct, and grants permission to verify any information deemed necessary to make a credit determination. The Application further authorizes Chippewa Valley Energy to request a copy of the Applicant's most recent financial statement, if available, from its bank, other agency, or accountant to support application information.

I (We) believe that our/my business is financially able to meet any commitments I/we have made or will make, and I/we promise to pay to the order of Chippewa Valley Energy the account in full according to any invoice terms or this Agreement.

Names/Title	Date	Names/Title	Date
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**APPLICATIONS MUST BE SIGNED**

The undersigned individual who is either a principal of the credit applicant or a sole proprietorship of the credit applicant, recognizing that his or her individual credit history may be a factor in the evaluation of the credit history of the applicant, hereby consents to and authorizes the use of a consumer credit report on the undersigned by the above named business credit grantor, from time to time as may be needed, in the credit evaluation process.



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INDIVIDUAL GUARANTEE FOR CORPORATE DEBT

The undersigned individual guarantor hereby agrees to guarantee payment of, assume personal liability for payment and all obligations due and owing Chippewa Valley Energy for materials and services to the corporation, pursuant to this request for credit. The undersigned further agrees to pay all Chippewa Valley Energy collection expenses, as stated above, in endeavoring to collect the corporations or principal's obligations. Guarantor further authorizes Chippewa Valley Energy to obtain any and all credit or asset report(s) upon guarantor.

The guaranty is absolute, unconditional and continuing and shall remain in effect until all principals' obligations have been paid, performed and discharged in full. The death of the undersigned shall not terminate the guaranty as to such deceased or any of the surviving undersigned.

**The undersigned personal guarantor, recognizing that his or her individual credit history may be a necessary factor in the evaluation of this personal guarantee, hereby consents to and authorizes the use of consumer credit report on the undersigned by the above named business credit grantor, from time to time as may be needed, in the credit evaluation process.**

*Type or Print Names*

*Date*

*Guarantor*

\_\_\_\_\_  
\_\_\_\_\_  
Signature\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Signature\_\_\_\_\_