



1401 Landmark Drive | (608) 251-9010
 P.O. Box 277 | (800) 236-3276
 Cottage Grove, WI 53527 | FAX (608) 839-5144

www.landmark.coop

APPLICATION FOR OPEN ACCOUNT CREDIT – Business and Agricultural CREDIT AGREEMENT and SUBSTITUTE FORM W-9

(use only for business and agricultural accounts)

BUSINESS INFORMATION

Legal Name	
Trade Name (if any)	Federal Tax ID (Required)
Billing Address	
Delivery Address	Primary Contact Person
Office Phone	Cell Phone
	E-Mail Address
In Business Since	Business Type: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit Organization <input type="checkbox"/> Government Entity <input type="checkbox"/> Other
TOTAL ASSET \$ _____ TOTAL LIABILITIES \$ _____ NET WORTH \$ _____	
Credit Line Requested	\$ _____ Are purchase order numbers required?

OWNERS, OFFICERS, MEMBERS OR PARTNERS (PLEASE LIST)

NAME	TITLE	SOCIAL SECURITY NUMBER	DATE OF BIRTH

PERSONS AUTHORIZED TO CHARGE TO THIS ACCOUNT

1. _____	3. _____
2. _____	4. _____

CREDIT REFERENCES

	NAME	CONTACT PERSON	FAX NO.	PHONE NO.
PRIMARY BANK LENDER				
OTHER BANK/LENDER				
PRIMARY SUPPLIER				

IF APPLICABLE (check all that apply)

Type of Farm Operation: Dairy Beef Hog Cash Grain Other _____ Acres owned _____ Total Acres _____

PRODUCTS AND SERVICES (check all that apply)

Agronomy Animal Nutrition Grain Merchandising Propane Convenient Fill Will Call Fuels (Diesel, Gasoline, Home Oil)
 Tire Service Heating & Air Conditioning Landmark Gas Cards

CREDIT AGREEMENT

It is agreed that the following terms will govern any account established by the business applying for credit (referred to herein as the "Company") with Landmark Services Cooperative. References to "you" and "your" in this agreement mean collectively the Company and any individual who signs this agreement. References to "we" and "Landmark" mean Landmark Services Cooperative.

- AGREEMENT TO PAY.** You agree to pay the cash price (including taxes) of goods and services charged to this account, together with applicable interest charges. Payment for purchases is due before the last day of the month following the date of purchase (the "Due Date"). The amount due and the Due Date will be shown on your monthly statement of account. Failure to pay the amount due by the Due Date two months in a row shall constitute a default under this Agreement.
- INTEREST CHARGES.** Interest at the periodic rate of 1.5% per month, which is an Annual Percentage Rate (APR) of 18%, will be charged to any account which is not paid in full by the Due Date. We figure the interest charge on your account by applying the periodic rate to the "adjusted balance" of your account. We get

PLEASE SIGN ON REVERSE SIDE

the “adjusted balance” by taking the balance you owed at the end of the previous billing cycle and subtracting any payments and credits received during the present billing cycle. The closing date of the billing cycle is the last day of the month. Payment of interest charges is due by the Due Date as indicated on your monthly statement of account. The minimum monthly interest charge is \$1.00. Payments will be applied first to interest charges, then to goods and services in the order purchased, oldest first, unless otherwise stipulated.

3. **CREDIT LIMIT.** You will be notified as to the credit limit assigned for your account. It is your responsibility to make sure that charges to your account do not exceed the assigned credit limit. In the event charges are made to your account in excess of your credit limit, you will be responsible for the full amount charged to your account, together with interest.
4. **COLLECTION COSTS.** In the event Landmark initiates collection proceedings to collect a past due open account, all costs of collection including reasonable attorney’s fees incurred by Landmark will be added to the amount due and payable by you unless prohibited by law. This agreement applies to all unpaid charges incurred prior to the date of this agreement and all future charges.
5. **FINANCIAL INFORMATION AND CREDIT REPORTS.** By signing this agreement, the undersigned authorize their lenders and creditors to provide credit information to Landmark, including copies of financial statements and supporting schedules. The undersigned also authorize Landmark to verify any information provided on the Application for credit and request business and consumer credit reports periodically from one or more credit reporting agencies (credit bureaus).
6. **RETURNED PAYMENT FEE.** A returned payment charge of up to \$35.00 will be assessed for each check that is not honored or is returned because it cannot be processed, and for each EFT or automatic debit which is returned unpaid.
7. **UNAUTHORIZED USERS.** You agree not to allow access to Landmark gas cards or personal identification (PIN) numbers by anyone not authorized to make charges to your account. If you allow access to your Landmark gas card(s) or PIN number(s), you will be liable for any charges made by that person. You will be responsible for all transactions made with your Landmark gas cards by you or anyone you have authorized by (a) asking Landmark to issue a Landmark gas card to grant account access to another person; (b) lending your Landmark gas card(s) to or allowing account access by another person; or (c) any other way in which you would be legally considered to have allowed another person to use your Landmark gas card or to be legally prevented from denying that you did so. You may cancel one or more of your Landmark gas cards by contacting Landmark’s credit department.
8. **LOST OR STOLEN CARD OR PIN NUMBER.** If any of your Landmark gas cards or PIN number(s) is lost or stolen or there is possible unauthorized use of your Landmark gas card(s), call Landmark at (608) 251-9010 and ask to be connected to our Credit Division.
9. **NOTICE TO MARRIED WISCONSIN RESIDENTS:** No provision of a marital property agreement, a unilateral statement under Section 766.59 Wisconsin Statutes or a court decree under Section 766.70 Wisconsin Statutes adversely affects the interest of Landmark unless Landmark, prior to the time the credit is granted, is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision when the obligation to said creditor is incurred. **IF YOU ARE A MARRIED WISCONSIN RESIDENT, CREDIT EXTENDED UNDER THIS ACCOUNT IS INCURRED IN THE INTEREST OF THE MARRIAGE OR THE FAMILY.**
10. **PERSONAL GUARANTY.** Each person who signs this agreement personally guarantees payment of all purchases charged to any account which is opened pursuant to this Application for Open Account Credit and Credit Agreement and all interest charges and costs of collection. Each person who signs this agreement agrees that he or she shall be jointly and severally liable with the Company for payment of all obligations of the Company incurred pursuant to this agreement.
11. **CHANGES TO YOUR ACCOUNT.** The terms of the account set forth in this agreement are not guaranteed for any period of time. We may change the terms of your account and this agreement, including the rate of the interest charge and fees, in accordance with applicable law. We will give you written notice of any changes in the manner required by law. We may cancel your account or suspend your ability to charge purchases to your account without notice if you are in default. Even if you are not in default, we may cancel your account by providing notice to you.
12. **PATRONAGE.** You hereby consent to including in your gross income, as now or hereafter provided in the federal income tax laws, the stated dollar amount of each written notice of allocation which you receive from Landmark with respect to your patronage occurring during the current and all subsequent taxable years of this cooperative. This consent shall be revocable by you at any time if in writing.

SUBSTITUTE W-9 TAXPAYER ID CERTIFICATION: (OFFICIAL IRS W-9 INSTRUCTIONS ARE AVAILABLE ONLINE AT WWW.IRS.GOV USING THE W-9 FORM LINK, OR ASK A LANDMARK CREDIT DIVISION REPRESENTATIVE.) YOU DECLARE UNDER PENALTY OF PERJURY THAT (A) YOU ARE U.S. PERSON (INCLUDING RESIDENT ALIEN); (B) THE TAXPAYER ID NUMBER PROVIDED ON THIS APPLICATION IS CORRECT; AND (C) EITHER (1) YOU HAVE NEVER BEEN NOTIFIED BY THE IRS THAT YOU ARE SUBJECT TO BACKUP WITHHOLDING DUE TO FAILURE TO REPORT DIVIDENDS OR INTEREST OR (2) YOU HAVE BEEN NOTIFIED BY THE IRS THAT YOU ARE NO LONGER SUBJECT TO BACKUP WITHHOLDING. THE IRS DOES NOT REQUIRE YOUR CONSENT TO ANY TERM OF ANY AGREEMENT WITH US OTHER THAN THE CERTIFICATIONS REQUIRED TO AVOID BACKUP WITHHOLDING.

CHECK THIS BOX IF YOU HAVE BEEN NOTIFIED BY THE I.R.S THAT YOU ARE SUBJECT TO BACKUP WITHHOLDING

<p>I certify that I am authorized on behalf of the Company to bind the Company to the terms of this Credit Agreement. I am at least 18 years of age. I certify that the information provided in the Application for Open Account Credit is true and correct. I agree that I personally am jointly and severally liable with the Company for payment of all balances on any account opened pursuant to this application. I have read and agree to the terms of the Credit Agreement set forth above. I have received a copy of this Credit Agreement and Summary of Account Terms.</p>		
Guarantor’s Signature	Date	Print Name
Guarantor’s Signature	Date	Print Name
Guarantor’s Signature	Date	Print Name
Guarantor’s Signature	Date	Print Name