

BARTLETT COOPERATIVE ASSOCIATION  
CHARGE ACCOUNT AGREEMENT

BARTLETT COOP ASSN.  
P.O. BOX 4675  
BARTLETT, KANSAS 67332

Date: \_\_\_\_\_ 20 \_\_\_\_\_

Account Number: \_\_\_\_\_

Name of Credit Patron \_\_\_\_\_

Address \_\_\_\_\_

Street

City

State

Zip

County

Social Security number or Federal ID number \_\_\_\_\_ Phone number \_\_\_\_\_

This Agreement made and entered on the above stated date, by the said Credit Patron and the Bartlett Cooperative Association, pursuant to the Consumer Credit Protection Act (Federal Truth in Lending Act, Public Law 90-321; 82 Stat. 146) and the Kansas Uniform Consumer Credit Code (K.S.A. 16 (a) 1-101 et seq.).

The Cooperative Association agreement is approved by the association, that it shall allow the credit patron to purchase goods and services on credit and the credit patron agrees to pay for any goods and services in accordance with this agreement.

**DUE DATE:** All purchases made on credit during the month that are reflected on the periodic billing statement for such month and are due and payable upon receipt of the billing statement.

**CONVENIENCE CREDIT:** If all purchases are paid in full before the 20<sup>th</sup> day of the month following the month of purchases, the account shall not be subject to any FINANCE CHARGE.

**FINANCE CHARGE:** Any balance not paid by the 20<sup>th</sup> day of the month following the month of purchase shall be subject to a FINANCE CHARGE of 1.48% per month, which is an ANNUAL PERCENTAGE RATE of 18%. Said FINANCE CHARGE will apply to the unpaid balance on the account on the last day of the billing cycle. The minimum FINANCE CHARGE shall be \$.50 per month.

**TERMINATION OF CREDIT:** The Cooperative reserves the right to terminate credit sales to patron at any time without prior notification, and in addition thereto, no additional credit purchase will be allowed to any account that is over 30 days past due.

**CHANGE IN AGREEMENT:** This agreement may be changed by the Bartlett Cooperative Association to increase FINANCE CHARGE, change the due date, change billing cycle, change the method of calculating the FINANCE CHARGE, or change matters of a similar nature within the limitations of applicable law. Notice of any such change will be given to the patron in two billing cycles prior to the effective date of change.

**SECURITY FOR ACCOUNT:** Any purchase(s) made pursuant to this agreement shall be secured by a security interest and lien in investment the patron may hand in the Bartlett Cooperative Association. Investment means any certificates of indebtedness, note, stock, or stock credit, or revolving fund credit or patronage ledger credit. The patron does not have the right to demand offset of such investment on his account. Such an offset may be made only at the discretion of the Board of Directors of this Association.

**AGENCY:** Until notified in writing to the contrary by the patron, the Cooperative Association may assume that the patron's spouse, children over the age of sixteen years, and employees, if any, are authorized to purchase goods or services and charge them to the patron's account.

**COLLECTION/ ATTORNEY FEES:** Credit patron agrees to pay the reasonable costs of collection, including, but not limited to, attorney and collection agency fees (but not both), and court costs, but such fees may not exceed 15% of the unpaid debt after default, in accordance with KSA 16a-2-507, or as hereafter amended.

X \_\_\_\_\_  
Patron's signature:

\_\_\_\_\_  
Patron spouse / partner signature:

APPROVED FOR THE COMPANY: \_\_\_\_\_  
(name) (title / position)

NOTE: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that the applicant has the capacity to enter into a binding contract); because the applicant has in good faith exercised any right under the Consumer Credit Patron Act. The federal agency that administers compliance with the law concerning this creditor is Federal Trade Commission, Equal Credit Opportunity, Washington D.C. 20580. Please advise the Cooperative is you wish any credit information regarding this account to be reported in the names of both spouses.



**BARTLETT COOPERATIVE ASSOCIATION**  
P.O. BOX 4675  
BARTLETT, KANSAS 67332  
620-226-3322/800-314-2667

**AUTHORIZATION TO RELEASE INFORMATION**

To Whom It May Concern:

1. I/We have applied for credit with the Bartlett Coop. As part of the application process, Bartlett Coop may verify information contained in my/our credit application and in any other documents required in connection with the credit, either before the process is closed or as part of its quality control program.
2. I/We authorize you to provide to the Bartlett Coop any and all information and documentation that they request. Such information includes, but is not limited to, employment history and income, bank, money market, and similar account balances, credit history, copies of income tax returns, loan payoffs and suits and judgments.
3. Bartlett Coop may address this authorization to any party associated with loan application or credit action.
4. A COPY OF THIS AUTHORIZATION MAY BE ACCEPTED AS AN ORIGINAL.
5. Your prompt reply to Bartlett Coop is appreciated.

X

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Spouse's/Partner's Signature

\_\_\_\_\_  
Social Security Number

PLEASE COMPLETE AND RETURN TO BARTLETT COOP

**APPLICATION FOR MEMBERSHIP/PARTICIPATION  
AND WRITTEN CONSENT**

TO: BARTLETT COOPERATIVE ASSOCIATION  
P.O. BOX 4675  
BARTLETT, KANSAS 67332

The undersigned \_\_\_\_\_ does apply for one of the following: (select one)

- a) Charge Account \_\_\_\_\_
- b) Charge Account and Participating Stock\* \_\_\_\_\_  
      \*(Requires a \$50 payment)
- c) Charge Account and Common Stock\*\* \_\_\_\_\_  
      \*\*(Requires a \$50 payment and be a producer  
      of agricultural products)

The undersigned, a patron of the Bartlett Coop Association, Bartlett, Kansas, does hereby consent to include in his/her gross taxable income, the stated dollar amount of any distribution with respect to his/her patronage which are made in written notices of allocation and which are received by him from the cooperative in the taxable year in which such written notices of allocation are received by the undersigned in the manner provided in 26 U.S.C. 1385 (a). The undersigned does hereby consent and agree to treat the stated dollar amount of all per-unit retain certificates received by the undersigned in connection with products marketed through the cooperative as representing cash distribution which the undersigned has constructively received and which has been reinvested in the cooperative. The said "consent" is REVOCABLE pursuant to the EXPLANATION below.

The undersigned hereby acknowledges receiving a copy of the Bylaws of the Bartlett Coop Association and further acknowledges receiving a copy of the credit policy of the Bartlett Coop Association and does hereby consent to adhere to the provisions and limitations as set forth in the Bylaws and Credit Policy and any amendments thereto.

Under the penalties of perjury, I certify that the information provided on this form is true, correct and complete, and that I am not subject to backup withholding pursuant to Internal Revenue Code Section 3406(d).

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Social Security Number \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Date of Birth: \_\_\_\_\_

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

X Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Please designate the applicant as one of the following: Firm, Partnership, Corporation, or Association. If Partnership, all partners must sign. Corporation, the president and secretary sign.

**\*\* Remember to SIGN all pages where indicated \*\***

## EXPLANATION

The foregoing consent is revocable by the member in writing received by the association, PROVIDED HOWEVER, that such revocation is effective with respect to patronage occurring after the close of the association's fiscal year during which said written revocation is received. THE PATRON'S/MEMBER'S CONSENT IS REQUIRED FOR THE COOPERATIVE TO RECEIVE AN INCOME TAX DEDUCTION FOR ITS PATRONAGE ALLOCATIONS, pursuant to Subchapter of the Internal Revenue code of 1954, Sections 1381 through 1388. By signing said consent, the patron agrees to include the total amount of any patronage allocation or dividend (not) just the cash portion thereof in his/her gross taxable income in the year during which qualified written notice of allocation is received. While you are required to sign the foregoing consent, it relates to you only to the extent that your purchases from the association, or sales to the allocation, are related to your taxable income.