



**BIG HORN CO-OPERATIVE MARKETING ASSOCIATION**

P.O. BOX 591  
 GREYBULL, WY 82426-0591  
 PHONE (307) 765-2061 | FAX (307) 765-2562  
 credit@bighorncoop.com  
 www.bighorncoop.com

OFFICE USE ONLY
ACCOUNT NUMBER
\$
CREDIT LIMIT
DATE APPROVED

**BUSINESS APPLICATION FOR CREDIT  
 WITH SUBSTITUTE FORM W-9 INFORMATION**

RETAIN A COPY OF THIS APPLICATION. IT CONTAINS THE TERMS AND CONDITIONS THAT WILL GOVERN THE RIGHTS OF THE PARTIES.

**BUSINESS APPLICANTS**

Name of Entity and DBA, if applicable				Federal ID No or Social Security Number	
Select one that applies: Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation (State) <input type="checkbox"/> LLC (State) <input type="checkbox"/> Other <input type="checkbox"/> (Specify):					
Business Category (Farm, Retail, etc.)	Date Started	If Ag Business – Crops & Acres Farmed		Annual Gross Income	Annual Net Income
Address of Headquarters		City		State	Zip
Main Phone #	Cell Phone #	Email	Bank Institution and Branch		Credit Limit Requested
Names of officers of corporation, other partners, or members of LLC					
If in business less than 3 years, prior names of businesses owned or operated by Applicant					
Authorized Agent Name (In addition to Applicant)			Title		
Do you wish to become a member of Big Horn Cooperative?		Yes: <input type="checkbox"/>	No: <input type="checkbox"/>		
Are you an agricultural producer?		Yes: <input type="checkbox"/>	No: <input type="checkbox"/>		
Do you wish to become a voting member? *		Yes: <input type="checkbox"/>	No: <input type="checkbox"/>		

**CREDIT REFERENCES -- BUSINESS APPLICANTS**

Name	Address	Phone

**LOCAL CARD\*\***

**LOCAL CARDHOLDERS MUST HAVE A CHARGE ACCOUNT**

LEAVE BLANK TO NOT RECEIVE A CARD, LEAVE PIN BLANK FOR NO PIN

Number of cards to issue?	PIN CODE (0000)

Big Horn Co-op can provide many other products and services. Including Bulk Fertilizers, Bulk Oils and Lubes, propane tank leasing, bulk fuel delivery and keep full programs. Visit bighorncoop.com for more details. Or call (307)765-2061 to ask about what we can do for you.

\*Voting Members are decided by the bylaws of BHCMA checking yes does not mean you will be made a voting member. \*

\*\*Local Cards if opted into later are governed by the Terms and Conditions of this agreement. \*\*

**Please Read, Complete, and Sign Next Page**

## TERMS AND CONDITIONS OF CREDIT RELATIONSHIP

The Applicant agrees that any extension of credit is subject to the terms and conditions set forth herein. Any modification or amendment of this Agreement whether for a sale, purchase order, or other transaction must be reduced to writing and signed by the parties to this Agreement. If Big Horn Co-Operative Marketing Association ("BHCMA") agrees to extend credit, all decisions regarding the granting or continuation of credit are at the sole discretion of BHCMA and may be terminated at any time. Applicant hereby authorizes BHCMA to contact credit reporting services and other third parties to determine Applicant's creditworthiness and authorizes the release of credit information from those entities to BHCMA. Applicant authorizes BHCMA to respond to credit inquiries from other parties. BHCMA assumes Applicant is solvent. Continued solvency is a precondition to any sale made by BHCMA. Applicant agrees to update this Application and provide financial statements upon request, and further agrees that, if there are any outstanding balances currently owing, those obligations shall also be governed by this Agreement.

Applicant hereby agrees that if credit is granted to Applicant, Applicant will pay when due, all charges, including finance charges if any, made on Applicant's account made by Applicant. Applicant also agrees to be responsible for and pay for any charges, including finance charges if any, made to Applicant's account by any authorized agent of Applicant, including, but not limited to Applicant's family and employees. Acceptance of goods, without notification to BHCMA of dispute or defect, shall be deemed an admission of liability for the amounts referenced in the invoice. Charges made during the month are billed on the last business day of that month and statements are mailed as soon thereafter as they can be processed. Statement balances are due and payable in full by the 20th day of the month in which they are mailed. If there are any parts of the bill that you believe are wrong or you need more information about a transaction you must send your inquiry in writing to BHCMA within 30 days after the bill was mailed to you. Any unpaid balance owed from the previous billing cycle may be subject to a Finance Charge as set forth below. BHCMA reserves the right to change these charges. Payment received may be applied against open charges at the discretion of BHCMA. All payments received or credits given will be applied first to the oldest balance due. Applicant agrees to be responsible for all collection costs and attorneys' fees incurred by BHCMA in connection with any delinquent account. The laws of the State of Wyoming shall be applicable to any action arising out of this Application. The parties agree that Big Horn County is the appropriate venue for such an action.

NOTICE: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants based on race, color, religion, national origin, 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 federal agency that administers compliance with this law concerning this credit is the Federal Trade Commission, Division of Credit Practices, 6th and Pennsylvania Avenue, NW, Washington D.C. 20580. If credit is denied, you have the right to a written statement of the specific reasons for denial. To obtain the statement, please contact the Credit Department at BHCMA at the above address within sixty (60) days from the date you were notified of the decision to deny credit. BHCMA will send you a written statement of the reason(s) for denial within thirty (30) days of receiving your request.

BHCMA issues the Applicant a card ("Card") that can be used to purchase fuel and other products at designated BHCMA locations. The Applicant agrees to use the Card solely for authorized purchases and in accordance with BHCMA policies and procedures.

The Applicant is responsible for safeguarding the Card and ensuring its security. The Card should not be shared with others. In the event of a lost, stolen, or compromised Card, the Applicant agrees to promptly notify BHCMA at 307-765-2061 of the loss. The Applicant must promptly notify BHCMA of any changes in personal information, such as address or contact details.

The Applicant may use the Card to purchase fuel and other products at designated BHCMA locations. The Applicant is responsible for ensuring the accuracy of all purchase transactions made using the Card. BHCMA reserves the right to decline or limit any purchase transaction made with the Card.

BHCMA will provide the Applicant with periodic statements detailing all transactions made using the Card. The Applicant agrees to pay BHCMA for all authorized purchases made using the Card. Payment terms, due dates, and accepted payment methods will be specified in the periodic statements or communicated separately by BHCMA.

BHCMA may charge fees associated with the Card, such as annual fees or transaction fees. Details regarding applicable fees will be communicated to the Applicant. BHCMA reserves the right to modify the fees and charges upon providing prior notice to the Applicant.

The Applicant is responsible for all transactions made using the Card until the Card is reported lost, stolen, or compromised to BHCMA. In case of unauthorized transactions, the Applicant must promptly notify BHCMA to dispute the charges and initiate the resolution process.

Either party may terminate this Agreement at any time by providing written notice to the other party. BHCMA reserves the right to terminate the Applicant's access to the Card and its privileges in case of non-compliance with the terms of this Agreement or BHCMA policies and procedures.

BHCMA may amend the terms of this Agreement by providing prior notice to the Applicant. The Applicant's continued use of the Card after receiving notice of the amendments constitutes acceptance of the modified terms.

Applicant agrees to pay interest at the rate and in the manner shown below for any past due charges on the account with BHCMA, whether for the Card or for other charges with BHCMA.

ANNUAL PERCENTAGE RATE	18.0%
METHOD OF COMPUTING BALANCE FOR CHARGING FINANCE CHARGE	ANY UNPAID BALANCE OWED AT THE END OF THE PREVIOUS BILLING CYCLE
MINIMUM FINANCE CHARGE	\$0.50

By the signature below, Applicant states that he/she has read, understands, and agrees to the terms and conditions set forth herein and further certifies that all of the information contained in the Application and any attachments is true and correct to the best of their information, knowledge, and belief and further certifies that he/she is authorized to execute this Application on behalf of Applicant. BHCMA may rely on the information I have provided.

BUSINESS APPLICANT: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

**PERSONAL GUARANTEE – FOR BUSINESS ENTITY APPLICANTS**

For and in consideration of Big Horn Co-Operative Marketing Association (BHCMA) extending credit to the business named in this Application, the undersigned hereby unconditionally personally guarantees the payment of any and all obligations of the business to BHCMA, including all interest, collection costs and attorneys' fees incurred by BHCMA in enforcing its rights under this Agreement, and any and all unpaid indebtedness already extended to the business or its predecessors. This guarantee shall be a continuing and irrevocable guaranty and indemnity for all indebtedness of the business to BHCMA. I hereby waive notice of default, non-payment and notice thereof and consent to any modification or renewal of the credit agreement or indebtedness hereby guaranteed.

NAME (PRINTED): \_\_\_\_\_ SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME (PRINTED): \_\_\_\_\_ SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**(TO BE ELIGIBLE FOR PATRONAGE DIVIDENDS APPLICANT MUST SIGN BELOW)  
MEMBERSHIP APPLICATION (SUBSTITUTE W-9)**

I/We the undersigned hereby apply for membership in Big Horn Co-Operative Marketing Association, agree to patronize Big Horn Co-Operative Marketing Association on a cooperative basis and to abide by its articles of incorporation and bylaws now or hereafter in effect as a producer-member or an associate-member. I/We agree to accept any tax liability as a result of patronage dividends that may occur. Under penalties of perjury, I/We certify that:

- 1. The number(s) shown on this application is(are) the correct taxpayer identification number(s) and
- 2. I/We am/are not subject to backup withholding and
- 3. I/We am/are a U.S. person or entity (including a U.S. resident alien).

Business Applicant: \_\_\_\_\_ BY: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_