

AG PARTNERS COOPERATIVE, INC.  
201 N 6<sup>th</sup> St, P.O. BOX 204  
SENECA, KS 66538  
785-336-6153

**CHARGE ACCOUNT AGREEMENT**

Name of Credit Patron: \_\_\_\_\_ Birth date: \_\_\_\_\_ SS# \_\_\_\_\_  
First, Middle Initial, Last

Name of Credit Co-Patron: \_\_\_\_\_ Birth date: \_\_\_\_\_ SS# \_\_\_\_\_  
First, Middle Initial, Last

Address: \_\_\_\_\_ Phone # \_\_\_\_\_  
Street City State Zip County

THIS AGREEMENT is made and entered into on the above stated date by the said Credit Paton and the cooperative association (named above) and, to the extent applicable, pursuant to the Consumer Credit Protection Act (Federal Truth in Lending Act, 15 U.S.C. § 1601 *et seq.* as amended) and the Kansas Uniform Consumer Credit Code (K.S.A. 16a 1-101 *et seq.* as amended). The cooperative association agrees, if this agreement is approved by the association, that it shall allow the Credit Patron to purchase goods and services on credit and 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 are due and payable upon receipt of the billing statement.

**CONVENIENCE CREDIT:** If all purchase are paid in full before the last day of the month following the month of purchase, the account shall not be subject to any FINANCE CHARGE.

**FINANCE CHARGE:** Any balance not paid before the second billing date (the last day of the month following the month of purchase) shall be subject to a FINANCE CHARGE of 1.5% per month which is an ANNUAL PERCENTAGE RATE of 18%. Said FINANCE CHARGE shall apply to the unpaid balance on the account on the last day of the billing cycle carried over from the prior month, and the minimum amount of such charge shall be \$.50 per month.

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

**CHANGE IN TERMS:** This agreement may be changed by the cooperative association to increase the FINANCE CHARGE, change the due date, change the 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 shall be given to the Patron 30 days prior to the effective date of the change.

**SECURITY FOR ACCOUNT:** Any purchase(s) made pursuant to this agreement shall be secured by a security interest and a lien upon any investment(s) the Patron may have in the cooperative association. Investment includes, without limitation, any certificates of indebtedness, note, stock, stock credit, revolving fund credit, patronage ledger credit, or credits of a similar nature. 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.

**COLLECTION FEES:** Credit Patron agrees to pay the reasonable costs of collection, including, but not limited to attorney and ATTORNEY 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, as amended.

**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.

\_\_\_\_\_  
(Credit Patron) (Date)

\_\_\_\_\_  
(Credit Co-Patron) (Date)

APPROVED FOR THE COOPERATIVE:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Name) (Title or Position)

NOTE: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against 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 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 the laws concerning this creditor is the FEDERAL TRADE COMMISSION, EQUAL CREDIT OPPORTUNITY, WASHINGTON, D.C. 20580.

Please advise the cooperative if you wish any credit information regarding this account to be reported in the names of both spouses.