



# Commercial Credit Application

## Humboldt Co-operative Association Limited

Account Number

Name of Business _____	Phone # _____
Address _____	P.S. Tax # _____
Previous Address (If less than 2 years) _____	GST Tax # _____
	Postal Code _____

Please Indicate:  <input type="checkbox"/> Proprietorship  <input type="checkbox"/> Partnership  <input type="checkbox"/> Corporation  Other _____	Name/Affiliated/Associated Companies		
	_____		
	Name of Partners or Principles and Home Address	Soc Ins # (Optional)	Phone #
	_____	_____	_____

Type of Business _____	How long in Business _____
Accounts Payable Clerk _____	Phone # _____

Bank/Credit Union _____	Other _____
Branch _____	_____
Bank Manager _____	_____
Phone # _____	_____

Major Suppliers			
Name	Address	Phone #	
_____	_____	_____	
_____	_____	_____	

I/We understand that purchases made during a calendar month on this Co-op account are payable in full by the end of the following month.

On any amount that is not paid by the end of the month, I/We agree to pay a service charge of 2% per month calculated monthly and added to the account until the account has been paid in full or made current within the terms arranged and I/We shall be responsible for collection costs incurred in recovering the full amount of my unpaid account. Any payments on this account which do not pay the account in full will be applied firstly, to pay service charges and secondly, to reduce the principle outstanding.

The issue to me/us of my Co-op service card shall constitute an agreement on the Co-op's part to extend credit to me on the above terms, which may be amended from time to time and arranged limit and I/We agree to present our card when shopping in person, also it is agreed that the card is the Co-op's property and will be returned to the Co-op upon request. It is understood that should my/our service card be lost or stolen, I/We will be responsible for all goods or services charged to my/our account until I/We have notified the Co-op Credit Department in writing.

I/We hereby apply for Service Card with the Co-op, subject to the terms outlined above with a \$ \_\_\_\_\_ credit limit. A service card is requested for myself/our self and \_\_\_\_\_ additional card (s).

I/We certify the above information to be true and correct and hereby agree by signing below to the obtaining of such information as the Co-op may require from any credit reporting agency or any person with whom I/We have or may have financial relations. I/We assume full responsibility for all purchases made with above cards. Cards shall be signed by the recipient when issued.

Date \_\_\_\_\_ Signature \_\_\_\_\_

# CO-OP® Cardlock Cardholder Application

Name of Applicant \_\_\_\_\_  
 Address of Applicant \_\_\_\_\_  
 \_\_\_\_\_  
 Applicant's Phone No: \_\_\_\_\_  
 Dyed Fuel Permit(s) # \_\_\_\_\_ Prov. \_\_\_\_\_  
 # \_\_\_\_\_ Prov. \_\_\_\_\_  
 E- mail Address \_\_\_\_\_ Fax# \_\_\_\_\_

For Office Use Only	
Date	_____
Name of Co-op	_____
Address of Co-op	_____
Acct. No.	_____ Loc. _____ Dept. _____
Co-op Member No.	_____
Co-op Cardlock No.	_____

CARD SPECIFICATIONS REQUESTED:	Clear	Dyed
TYPE OF CARD <input type="checkbox"/> LOCAL <input type="checkbox"/> SYSTEM WIDE	PRODUCTS:	
NO. OF CARDS _____	<input type="checkbox"/>	<input type="checkbox"/> REGULAR
MAX. LITRE FILL TO CONFIRM _____	<input type="checkbox"/>	<input type="checkbox"/> MIDGRADE
UNIT NUMBERS REQUESTED _____ YES _____ NO	<input type="checkbox"/>	<input type="checkbox"/> PREMIUM
ODOMETER READING REQUESTED _____ YES _____ NO	<input type="checkbox"/>	<input type="checkbox"/> DIESEL
	<input type="checkbox"/>	<input type="checkbox"/> _____

**Please read the following and sign.**

- I apply for a cardlock card(s) (the "Card") of the local or system-wide type, as indicated above, for the purchase of petroleum fuel in the CO-OP Cardlock System.
- I agree to complete and sign the necessary account application form.
- I hereby confirm that I have been provided a copy of the Cardlock User Agreement (Form 910) and, if my application herein is accepted, I unequivocally confirm that I accept all terms and conditions contained therein. In particular, I acknowledge that I have carefully read and reviewed paragraph 6 of the cardlock user agreement and fully and unequivocally confirm that I shall be fully responsible for all charges incurred as against my cardlock card regardless of whether the charges were incurred without my consent or knowledge. \_\_\_\_\_ Signed.
- I will not purchase marked fuel in a province where I do not have a marked fuel purchasing permit. If such a purchase is made, I understand that I will be charged the clear fuel price (inclusive of all taxes). I also understand that this may result in prosecution under the applicable provincial fuel tax act(s).
- For Manitoba users of marked fuel:** As the purchaser of marked fuel in the Province of Manitoba, I fully understand and agree that marked fuel must be purchased solely for the purposes authorized under *The Fuel Tax Act* and that any unauthorized use may result in prosecution.

SIGNING BY CORPORATE APPLICANT	
Full Corporate Name _____	
By: _____ Authorized Signature	By: _____ Authorized Signature
Title: _____	Title: _____
Date: _____	Date: _____

SIGNING BY APPLICANT WHO IS AN INDIVIDUAL OR PARTNERSHIP	
SIGNED AND DELIVERED in the presence of:	
Signature of Sole Proprietor or Partner _____	Signature of Witness _____
Signature of Partner _____	Print Name of Witness _____
Signature of Partner _____	Date: _____
Date: _____	Date: _____



## CARDLOCK USER AGREEMENT

The following are the terms and conditions of the agreement between Federated Co-operatives Limited ("FCL"), the person (the "Customer") to whom the enclosed cardlock card(s) (the "Card") is issued and the retail co-operative (the "Co-op") from which the Customer received the Card. The use by the Customer of the Card indicates the Customer's acceptance of these terms and conditions.

1. Ownership of the Card at all times remains in the Co-op, and the Co-op, or its agent, may retake possession of the Card at any time on or after termination of this agreement. Upon termination of this agreement, the Customer must return the Card to the Co-op.
2. The term of this agreement is one year commencing on the date the Card is first used by the Customer. This agreement will be automatically renewed for successive one-year terms subject to the various termination rights set out. The Customer may terminate this agreement by giving written notice of termination to the Co-op at any time. The Co-op may terminate this agreement at any time on 30 days written notice to the Customer.
3. If the Customer has more than one Card, the Customer is responsible for all purchases made using the cards provided.
4. The Customer may use the Card to obtain the petroleum products for which the Card is authorized from pumps (the "Pumps") in the CO-OP and TEMPO Cardlock network from time to time. The dispensing equipment is to be used by trained cardholders only, and is not open for the use of the general public.
5. The prices to be paid for petroleum products purchased through the Co-op's Pumps using the Card will be the prices established by the Co-op for the Customer. The Co-op prices may be changed by the Co-op from time to time.
6. The Customer agrees to pay for all petroleum products recorded by the Pumps to the Customer's account number until WRITTEN notice of loss of the Card is received by the Co-op. The Customer shall be fully and completely responsible for all such charges to the Card, regardless of how such charges have been incurred or by whom. Notice to the Co-op, as defined in this paragraph, shall only be effective, and thereby relieve the customer of any liability for further charges, when such written notice is actually received by the Co-op.  
\_\_\_\_\_ Initial.  
The customer confirms and agrees that he/she/it is fully and unequivocally responsible for the safe guarding of its PIN number and assumes all and complete liability for its safe keeping and use with the cardlock card. The customer agrees that it must not disclose its security (PIN) number and is fully responsible for the security of it. In particular, the customer unequivocally covenants and agrees not to write the PIN number on the card and shall assume full and complete responsibility for the security of both the Card and PIN number.  
\_\_\_\_\_ Initial.  
Date: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Signed: \_\_\_\_\_  
(Applicant)
7. All accounts are due when rendered. Purchases of petroleum products from the Co-op are payable in full in accordance with the Co-op's credit terms. Purchases of petroleum products from FCL, other retail co-operatives and TEMPO dealers are payable in full each month. If the Customer fails to pay its account(s) within the credit terms, the Customer agrees to pay interest at the rate set from time to time by the Co-op or FCL, or both as the case may be, on the balance of the account(s) from the statement date upon which the invoice(s) appeared until payment is received by the Co-op or FCL, or both, as the case may be. By example if the Co-op's or FCL's interest rate for a 30 day account was 2% per month (24% per year) charged monthly it would have an effective rate of 26.8% per year. The Co-op or FCL, or both, as the case may be will advise the Customer of the actual interest rate and of any changes in its interest rate as required by law. The Co-op may suspend or limit the right of the Customer to use the Card until payment has been received by the Co-op or FCL, or both, as the case may be. The Co-op has the right to terminate this agreement immediately and without notice to the Customer if any payment to the Co-op or FCL is not made when due. Payments which do not retire the account in full will be applied first to the interest and secondly to reduce the principal outstanding. If the Customer's account with FCL is past due, FCL will transfer the balance of the account to the Co-op. The Customer agrees to pay all costs and expenses incurred by the Co-op in the collection of any past due account including legal fees on a solicitor-and-client basis.
8. Co-op patronage will be paid only on petroleum products purchased at the Co-op's own cardlock and will be subject to the provisions of the Co-op's patronage policy.
9. The Co-op has the right at any time to change the access mechanism or codes at the Pump. If the Customer is in default under this agreement or becomes insolvent or bankrupt, the Co-op may terminate this agreement immediately.
10. Neither FCL nor the Co-op nor any retail co-operative nor any TEMPO dealer is liable to the Customer for any inability by the Customer to obtain petroleum products for any reason whatsoever.
11. All notices required to be sent by the customer to the Co-op must be sent by any two of the following methods: phoning, by fax, by email or by registered mail communication or by personal delivery all to the attention of the petroleum department of the Co-op. The Co-op may provide notices to the Customer by phone, fax, email or mail to the Customer's numbers or address as shown on their account application. The parties agree to notify each other of changes in their telephone, fax and email numbers and address.
12. If the Customer wishes to obtain additional or amended cards, it may make a verbal request to the Co-op, and, if issued, those additional or amended cards will be subject to the terms and conditions of this agreement even though they were not delivered with this agreement.
13. The customer acknowledges that it has received instructions in (a) the means of activating dispensing equipment using the Card; (b) the proper operation of the dispensing equipment; and (c) the location and proper use of the emergency shut-off switches and the fire extinguisher. The dispensing equipment at a cardlock is to be used by trained cardholders only, and is not open for use by the general public.
14. The Customer agrees that it and every person to whom the Customer gives a Card: (a) will not leave the dispensing equipment unattended at any time while it is being operated; (b) will control sources of ignition; and (c) will not dispense petroleum products into containers which do not comply with fire regulations.
15. The customer agrees to indemnify FCL, and the owner of the site from which petroleum products are dispensed using the Card against all claims, liabilities, demands, damages and causes of action, and all costs and expenses of investigating and defending them including legal fees on a solicitor-and-client basis, arising from the use of the Card or the dispensing equipment, including injury to a person or persons, including death and property damage including environmental contamination of soil or groundwater.
16. The Co-op may vary the terms on which the Card is to be used at any time by notice to the Customer. Any use of the Card after notice of a change is subject to the varied terms.