



ACCOUNT APPLICATION

REFERENCING OUR CREDIT TERMS ON THE REVERSE SIDE. THIS CHARGE ACCOUNT IS NOT A REVOLVING ACCOUNT. PURCHASES MADE ONE MONTH MUST BE PAID IN FULL BY THE 25TH OF THE FOLLOWING MONTH.

TYPE OF ACCOUNT: JOINT INDIVIDUAL CORPORATION LLC PARTNERSHIP OTHER

Customer/Farm Name: _____ Federal ID# _____ Yrs in Business _____

Owners Name: _____ Social Security # _____ DOB _____

Address: _____ City: _____ State: _____ Phone Number _____

Employer Name: _____ Years There: _____ Position _____ Monthly Income: _____

Previous Employer: _____ Years There: _____ Cell Phone: _____ E-mail: _____

PRIMARY OFFICERS, OWNERS, MEMBERS or PARTNERS (please list)

Name: _____ Title: _____ SSN# _____

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CREDIT REFERENCES

Mortgage Holder or Lender: _____ Contact Person _____ Phone # _____

Business Name: _____ Contact Person _____ Phone # _____

Business Name: _____ Contact Person _____ Phone # _____

IF FARMING - WHERE IS MILK BEING SHIPPED: _____

CO-APPLICANT COMPLETE THIS PART IF

(1) Another person will use the account. Such person must also sign the application and will be jointly obligated on the account. OR (2) You are relying on income derived from a spouse or former spouse including child support, alimony or maintenance payments for repayment of the account OR (3) You are the agent of the business entity using this account and authorizing its use

Name: _____ Social Security Number _____ DOB _____

Address: _____ City: _____ State: _____ Phone Number _____

Employer Name: _____ Years There: _____ Position _____ Monthly Income: _____

NOTICE TO MARRIED APPLICANTS: No provision of any marital property agreement, unilateral statement under s.766.59, Wis. Stats., or court decree under s 766.70 adversely affects the interest of the creditor unless the creditor, prior to the time the credit is granted or an open-end credit plan is entered into, is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision.

(PLEASE SEE REVERSE SIDE)

IN CASE OF ERRORS OR INQUIRIES ABOUT YOUR BILL

The Federal Truth in Lending Act requires prompt correction of billing mistakes

1 If you want to preserve your rights under the Act, here's what to do if you think your bill is wrong or if you need more information about an item on your bill:

Do not write on the bill. On a separate sheet of paper write (you may telephone your inquiry BUT DOING SO WILL NOT PRESERVE YOUR RIGHTS UNDER THIS LAW) the following:

- 1) A) Your name and account number B) A description of the error and an explanation (to the extend you can explain) why you believe it is an error. If you need more information explain the item you are not sure about and, if you wish, ask for evidence of the charge such as a copy of the charge slip Do not send in your copy of a sales slip or other document unless you have a duplicate copy for your records. C) The dollar amount of the suspected error. D) Any other information (such as your address) which you think will help us to identify you or the reason for your complaint or inquiry.
- 2) Send your billing error notice to the address on your bill which is listed after the words: "Send Inquiries To"

Mail it as soon as you can, but in any case early enough to reach us within 60 days after the bill was mailed to you.

2 We must acknowledge all letters pointing out possible errors within 30 days of receipt, unless we are able to correct your bill during those 30 days. Within 90 days after receiving your letter, we must either correct the error or explain why we believe the bill was correct once we have explained the bill, we have no further obligation to you even though you still believe there is an error, except as provided in paragraph 5 below.

3 After we have been notified, neither a collection agency nor we may send you collection letters or take other collection action with respect to the amount in dispute, but periodic statements may be sent to you, and the disputed amount can be applied against your credit limit. You cannot be threatened with damage to your credit rating or sued for the amount in questions, nor can the disputed amount be reported to a credit bureau or to other creditors as delinquent until we have answered your inquiry. HOWEVER, YOU REMAIN OBLIGATED TO PAY THE PARTS OF YOUR Bill NOT IN DISPUTE.

4 If it is determined that we have made a mistake on your bill, you will not have to pay any finance charges on any disputed amount. If it turns out that we have not made an error, you may have to pay finance charges on the amount in dispute, and you will have to make up any missed minimum or required payments on the disputed amount. Unless you have agreed that your bill was correct, we must send you a written notification of what you owe, and if it is determined that we did make a mistake in billing the disputed amount, you must be given the time to pay which you normally are given to pay undisputed amounts, before any more finance charges or late payment charges on the disputed amount can be charged to you-

5. If our explanation does not satisfy you and you notify us in WRITING WITHIN 10 DAYS after you receive this explanation that you still refuse to pay the disputed amount, we may report you to credit bureaus and other creditors and may pursue regular collection procedures But we must also report that you think you do not owe the money, and we must let you know to whom such reports were made. Once the matter has been settled between you and us, we must notify those to whom we reported you as delinquent of the subsequent resolution.

6 If we do not follow these rules, we are not allowed to collect the first \$50 of the disputed amount and finance charges, even if the bill turns out to be Correct,

7 If you have a problem with property or services purchased, you may have the right not to pay the remaining amount due on them, if you first try in good faith to return them or give the merchant a chance to correct the problem.

*****NOTICE****

I agree that the following terms will govern any purchases made which are charged to any charge account that I may have with. Bay Lakes Companies, LLC.

- 1. Purchases made one month are due the 25th of the following month.
- 2 I understand that A FINANCE CHARGE OF 1.50%, which is an (ANNUAL PERCENTAGE RATE OF 18%) per year will be applied to that part of any balance that resulted from purchases made during a calendar month, but not paid before the last of the following month plus an previous balance that remained unpaid.
- 3. Any payments or credits will be applied to the oldest amount owed. TERMS; Purchases made one month are due the 25th of the following month A FINANCE CHARGE of 1-1/2% PER MONTH, or 18% PER ANNUM will be charged on the previous balance less any payments or credits.
- 4 In the event that collection proceedings must be instituted to collect any balance due, I may be subject to statutory court costs and attorney fees.
- 5 You have the right to amend the terms and conditions of this agreement by advising me of your intentions to do so in a manner and to the extend required by applicable law.
- 6 If applying for a Joint Account, both of us agree to be bound by the terms of this agreement and each of us agree to be jointly and severally liable for payment of all purchases made under this agreement.
- 7 You shall have the right to limit or terminate my charge account, but termination shall not affect my obligation to pay an existing balance, if I have not paid the amounts billed on two occasions within a 12-month period and fail to cure the default within 15 days after you send me a written default notice, you may at your option declare the entire balance due and payable.
- 8 Bay Lakes Companies, LLC shall have the right to set-off any outstanding account balance (whether or not in default) with proceeds from the sale of grain or other products brought by applicant to Bay Lakes Companies, LLC for sale or storage

For married Wisconsin resident:

If I am married a Wisconsin resident, and applying for an individual account, I agree that credit extended under this account if granted, will be incurred in the interest of my marriage or family. I understand the creditor may be required by law to give notice of this credit transaction to my spouse

Everything that I have stated in this application is correct to the best of my knowledge. A faxed copy of this credit application will be considered the original I understand that you will retain this application whether or not it is approved. You are authorized to check my credit and employment history and to answer questions about your credit experience with me. I also reaffirm the above consent relative to allocation of patronage refunds for fax purposes.

APPLICANT'S SIGNATURE DATE CO-APPLICANT DATE

(If Customer is a corporation, LLC or Partnership, an officer must sign on behalf of the business entity)