

**1. Identification**  
 Name of applicant: \_\_\_\_\_ Phone # ( ) \_\_\_\_\_ Email: \_\_\_\_\_ @ \_\_\_\_\_  
 Name of applicant: \_\_\_\_\_ Phone # ( ) \_\_\_\_\_ Email: \_\_\_\_\_ @ \_\_\_\_\_  
 Trade Name / Business Name (if different from above): \_\_\_\_\_  
 Address PO Box & Street: \_\_\_\_\_ City/Town: \_\_\_\_\_ Prov: \_\_\_\_\_ Postal code: \_\_\_\_\_

**2. Business Information**  
 Nature of Business: \_\_\_\_\_ GST No. \_\_\_\_\_ PST No. \_\_\_\_\_  
 Please Circle One: Corporation Partnership Sole Proprietorship Other \_\_\_\_\_  
 Length of time in business: \_\_\_\_\_ years. Incorporation Date \_\_\_\_\_ No. of Employees \_\_\_\_\_  
 Accounts Payable Contact: \_\_\_\_\_ Phone # ( ) \_\_\_\_\_ Email: \_\_\_\_\_ @ \_\_\_\_\_  
 If a Subsidiary, Branch of Division, Please state Parent Corporation:  
 Name: \_\_\_\_\_ Phone # ( ) \_\_\_\_\_  
 Address: \_\_\_\_\_ City/Town \_\_\_\_\_ Prov \_\_\_\_\_ Postal code: \_\_\_\_\_  
 Financial Statements for the year of \_\_\_\_\_ prepared. Will provide Copy  Yes  No  
 Financial information provided will be held in strictest confidence and used for credit purposes only.  

Officers/Partners/Owner's name	Title	Home Address	Birthdate (MM/DD/YY)	SIN
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

**3. References**  
 Financial Institution: \_\_\_\_\_ Account Manager \_\_\_\_\_  
 Address: \_\_\_\_\_ Account No.: \_\_\_\_\_ Phone # ( ) \_\_\_\_\_  

Current Trade Supplier's Name	Address	Phone No.
_____	_____ ( ) _____	_____
_____	_____ ( ) _____	_____
_____	_____ ( ) _____	_____

 Current Fuel Supplier: \_\_\_\_\_ Phone # ( ) \_\_\_\_\_ Account # \_\_\_\_\_  
 Are there any legal actions pending against you or your partner(s):  Yes  No  
 Have you or your partner(s) been discharged from bankruptcy in the last 6 years?  Yes  No

**4. Complete this portion for Corporate Farm use only:**  
 Legal Land Description \_\_\_\_\_ Section(s) \_\_\_\_\_ Township \_\_\_\_\_ Range \_\_\_\_\_ West of \_\_\_\_\_  
 How Long have you farmed? \_\_\_\_\_ Acres Farmed \_\_\_\_\_  
 Is Livestock Financed? If so \_\_\_\_\_ Number and  
 By a Third Party? \_\_\_\_\_ Who? \_\_\_\_\_ Type of Livestock? \_\_\_\_\_  
 Owner \_\_\_\_\_ Tenant \_\_\_\_\_ Name of Mortgage Co. or Landlord \_\_\_\_\_

**5. Name of Insurance company & agent:** \_\_\_\_\_  
 Estimated Monthly Co-op Purchases \$ \_\_\_\_\_ Credit Limit desired \$ \_\_\_\_\_

**PLEASE READ, DATE & SIGN:**  
 I/We certify that the above information is true. I/We certify that I am / we are entering into this credit agreement primarily for commercial purposes (that is not personal, family or household purposes), or for corporate farming purposes. I am/we are at least the minimum age. I/we understand the Co-op may accept or reject this credit application is accepted, I am / we are bound by the Co-op's Commercial/Corporate Farm Credit Agreement and Statement of Disclosure and any amendments or replacements which the Co-op sends me. I/We have retained a copy of Commercial/Corporate Farm Credit Agreement and Statement of Disclosure. If the Co-op has service cards, I request a Co-op service card to me, and the partner set out below. Where a partner signs this application with me, we acknowledge that the terms of this application and all consents given in it bind both of us. We agree to be jointly and individually liable, which means we are liable both individually and together for all amounts charged to the account. If this application is made by a corporation, each of the above statements is considered to be made by an authorized person on behalf of the corporation with all necessary grammatical changes. I/We the Corporation consent(s) to the exchange of account and credit information and personal information from time to time by the Co-op and the financial references provided and to the exchange of credit information with any credit grantor, credit bureau, credit reporting agency, or my/our employer(s).

Date: \_\_\_\_\_ **Signing by Corporate Applicant**  

<b>X</b>	<b>X</b>	<b>X</b>
_____ Individual Applicant Signature	_____ Partner's Signature	_____ Title:

780-826-3349 – [credit@lakeland.crs](mailto:credit@lakeland.crs)

## Commercial/Corporate Farm Credit Agreement and Statement of Disclosure (Retain copy for your records)

In consideration of the Co-op accepting your credit application, which forms a part of this agreement, and opening an account in your name, you agree to the credit terms set out below.

### 1) Types of Credit Accounts/Use of the Card

- a) Under a charge account, credit is extended for new purchase (i.e. a purchase not shown on a previous statement) to the Due Date shown on the statement. No interest is charged on new purchases when the Co-op receives payment in full by the Due Date. Under a dating account, credit is extended for new purchases beyond 30 days to the Due Date shown on the statement. No interest is charged on the purchases recording in a dating account. When due, the purchases in the dating account are transferred to the charge account and interest is charged at the interest rate on the charge account if the amount transferred is not paid on or before the due date.
  - b) The card may be used to buy goods and services available on credit on these amounts from the Co-op.
  - c) The card is property of the Co-op, it is not transferable. You will immediately return all Cards if requested.
  - d) Upon cancellation or expiry, you will pay on your accounts in full despite the cancellation or expiry of any rights and privileges under this agreement.
  - e) The Co-op has the right to cancel your credit accounts and the Card at any time, including, without limitation, upon your death or if you become bankrupt or insolvent.
  - f) You may make enquiries about your accounts during the Co-op's ordinary business hours by a local call to the telephone number set out above.
- iv) You die;
  - v) You breach any of your other agreements in this agreement;
  - vi) If the Co-op has reasonable cause to believe your ability to perform your obligations under this agreement, including making timely payments, is impaired.
- b) Upon your default, the Co-op has the remedies in this agreement and at law. The Co-op may immediately suspend or cancel your privilege to obtain Credit. The outstanding balance in your accounts will become due and payable ten days from the date the Co-op's written notice of the default or other event is sent to you.
  - c) You agree to pay all reasonable expenses, cost and disbursements, including fees as between solicitor and his or her own client, which may be incurred by the Co-op in enforcement of its own rights under this agreement.
  - d) You agree that taking a judgement against you will not operate as a merger or your promise to pay, or affect the right of the Co-op to collect interest at the rates notified to you from time to time on any amounts owing the Co-op under this agreement or on the judgement.

### 6) Cancellation

You may cancel this agreement at any time by written notice.

### 7) Amendments

The Co-op may amend the provisions of this agreement including the interest rate by giving written notice to you of the change. The Co-op will notify you in writing of the amendment, which may be notice on your statement. The amendment will be effective 30 days, or such greater time period as may be required by applicable laws, after the date notice is given. Unless you cancel your credit accounts within that notice period, the amendment(s) will be binding on you.

### 8) Notices

Any notice required or permitted to be given to you under the terms of this agreement is sufficiently given if shown on your statement or if sent by prepaid first class mail to the latest address contained in the Co-op's files. Unless otherwise provided in this agreement or by law, any notice so given will be considered to have been received by you on the 7<sup>th</sup> day after the date on which it was mailed. You agree to notify the Co-op promptly of any changes of address. Notice to you or to a co-applicant cardholder is considered notice to all.

### 9) Lost or Stolen Card(s)

- a) Where the Card(s) used in connection with your account is (are) lost or stolen, you agree to notify the Co-op promptly, in writing.
- b) You are responsible to pay for all product and services charged to your account until you have notified the Co-op as required.

### 10) Co-Applicants

- a) Where a co-applicant signed the credit application with you, the terms of this agreement bind each of you and apply with whatever changes of grammar are necessary.
- b) Where there are co-applicants, you agree that your liability for all amounts payable under the terms of this agreement is joint and individual, which means you are liable both individually and together for all amounts charged to the accounts.
- c) Where you have designated co-applicant cardholder(s), you are responsible to the Co-op for all transactions made by co-applicant cardholder(s) with their Card(s).

### 11) Miscellaneous

- a) If any or part of this agreement is contrary to law or found inoperative by any court, that part is ineffective without invalidating the other parts of this agreement.
- b) This agreement will be governed by the laws of the Province in which the Co-op is situated.
- c) You acknowledge receipt of this agreement at the time of signing the Consumer/Non-Corporate Farm Credit Application and before the extension of any credit or the use of the accounts.

### 2) Credit Limit

- a) The Co-op will advise you of your credit limit (the "limit" by letter or in your first statement after acceptance of your credit application. The limit may be increased or decreased any time by the Co-op. The change will be disclosed in the next statement following the change. You hereby request any increase to the limit at any time for which you may qualify.
- b) You agree not to make purchases on your accounts where the amount of the Limit unless the Co-op, in its sole discretion, permits you to exceed the Limit, in which case then terms set out in this agreement apply to those amounts in excess of the limit.

### 3) Billing

- a) The Coop will send you a statement every month for purchases that have been made under your accounts during the previous month and for any previous unpaid balance. Co-applicants and co-applicant card holders will not receive statements.
- b) Where anyone authorized by you signs a receipt bearing an imprint of your Card, or you or anyone authorized by you gives your account number to make a purchase without presenting the Card, you will be liable to pay as if the sales receipt was signed by you.
- c) If you do not notify the Coop in writing of an error or omission in your statement of account within 30 days of the statement date, you agree that the statement is considered conclusively to be correct.
- d) Any adjustments made by means of a credit voucher will be credited to you, but until the time the credit voucher is granted and recorded, you are responsible to pay the amount to which it relates to the Co-op in accordance with this agreement.

### 4) Interest and Payment

- a) You agree to perform promptly all your obligations to this agreement.
- b) You agree to pay the amount due in full on or before the due date appearing on each statement sent by the Co-op to you.
- c) You have the right to prepay the entire balance in full or in part without charge.
- d) You agree to pay interest to the Co-op on all past due amounts at the annual rate of 24%, both before and after demand, default, and judgement. This is the annual percentage rate on the charge account. This interest is added to the charge account and forms part of the amount due. This interest will bear interest on your next monthly statement (monthly compounding) if the amount due on the statement is not paid in full on or before the due date.
- e) Payments will only be applied by the Co-op in the following order: previously billed interest and purchases, interest and purchases shown on current statement, interest and purchases to be billed.
- f) You agree you are liable for the entire outstanding balances of your accounts despite any variation of interest terms of the Co-op.
- g) In addition to the amounts otherwise payable under this agreement, you agree to pay the Co-op its charge for each cheque received by the Co-op from you that is subsequently dishonored.
- h) Payments must be made only by cash, cheque, debit card, or money order, or by other arrangement authorized by the Co-op.

### 5) Default

- a) You will be in default if any of the following occurs
  - i) You do not make a payment when due;
  - ii) A bankruptcy proceeding is filed by or against you or you are the subject of receivership or insolvency proceedings or any of your assets are seized;
  - iii) You have made a false or misleading representation of your Credit Application;

**Please Read & Sign:**

**Lakeland Petroleum Services Co-op  
Cardlock User Agreement**

The following are the terms and conditions of the agreement between the 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 terms 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. 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 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 safeguarding of its PIN number and assumes all and complete liability for its safekeeping 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 # on the card and shall assume full and complete responsibility for the security of both the Card and Pin number.

**Initial:** \_\_\_\_\_ **Date:** \_\_\_\_\_ **Print Name:** \_\_\_\_\_ **Signed:** \_\_\_\_\_

7. All accounts are due when rendered. Purchases of petroleum products from the Co-op are payable in full 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 the payment is received 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 interest rate for a 30 day account was 2% per month (24% per year) charged monthly it would have an affected rate of 26.8% per year. The Co-op or FCL, or both, as the case may be it 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 collection of any past due account including legal fees on 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 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 e-mail 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, e-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 e-mail numbers and address.
12. If the Customer wishes to obtain additional or amended cards, it may take 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 this it has received instructions in a(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 if 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 sire from which Petroleum products are dispensed using the Card against all claims, liabilities, demands 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 or 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.

# Lakeland Co-op Cardlock Cardholder Application

Name of Applicant: \_\_\_\_\_

Dyed Fuel Permit # \_\_\_\_\_ Province: \_\_\_\_\_

Dyed Fuel Permit # \_\_\_\_\_ Province: \_\_\_\_\_

Email Address: \_\_\_\_\_

CARD SPECIFICATION REQUEST		PRODUCTS	
Type of Card:	Local <input type="checkbox"/>	System Wide <input type="checkbox"/>	
No. of Cards	<input type="checkbox"/>	Max Litre Fill to Confirm	_____
Unit Number Requested:	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
Odometer Reading Request:	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
		CLEAR	DYED
		_____	_____ REGULAR
		_____	_____ MIDGRADE
		_____	_____ PREMIUM
		_____	_____ DIESEL
		_____	_____ DEF

Please read the following and sign:

1. I apply for cardlock card(s) (the "Card") of local or system – wide type, as indicated above, for the purchase of petroleum fuel in the Co-op Cardlock system.
2. I agree to complete and sign the necessary account application form.
3. I hereby confirm that I have been provided a copy of the cardlock user agreement 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

4. 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 applicable provincial fuel tax act(s).
5. 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: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_ Date: \_\_\_\_\_  
Authorized Signature Authorized Signature

**SIGNING BY APPLICANT WHO IS AN INDIVIDUAL OR PARTNERSHIP:**

\_\_\_\_\_  
Signature of Sole Proprietor or Partner

\_\_\_\_\_  
Signature of Partner

\_\_\_\_\_  
Signature of Partner

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print Name of Witness