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Monte Vista, CO
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***Personal Application for 30 DAY Convenience
Credit, Authorization for Release of Information,
Credit Agreement and Customer's Billing Rights***

INSTRUCTIONS: PLEASE READ CAREFULLY

Please complete all blanks and where not applicable, write NONE or N/A. Attach additional pages if necessary. There are signature lines throughout this material and you must sign your name where indicated. You may also be required to have the account guaranteed and, if so, COOP personnel will request that a Personal Guaranty be signed.

A **\$7.00 fee is required** before processing of this 30 day credit application can be completed. When the account is approved, a coupon valued at \$7.00 will be issued to you.

Cardrol Fuel:

With approved credit you may apply for Cardrol card(s). Receive 24 hour convenience and 3 cents savings per gallon on your 30 day account at our Monte Vista and Alamosa locations.

Membership:

The benefits of COOP membership have been explained to me by:

_____ (MVC employee name)

Accepted _____ Declined _____ Existing Acct #: _____

This 30 DAY credit application has been received and checked for completion by:

_____ (MVC employee name)

THE MONTE VISTA COOPERATIVE

PERSONAL APPLICATION FOR "30 DAY" CONVENIENCE CREDIT

NOTE: THIS PORTION MUST BE COMPLETED BY THE PERSONAL APPLICANT. REQUEST ANOTHER FIRST PAGE FOR CO-APPLICANT INFORMATION.

Date: _____ Full Name (Last, First, Middle) _____

Name of Spouse: _____

Address: Street _____ Mailing: _____ City: _____ State: _____ Zip: _____

Phone: _____

Amount of Credit Requested \$: _____ Reason for Requesting Credit: _____

Have you ever filed for bankruptcy? () YES () NO

If yes, state when and where and explain: _____

Have you ever had any judgments entered against you? () YES () NO

If yes, state when and where and explain: _____

Bank References:

Bank (Name): _____ Address: _____

Checking Acct #: _____ Savings Acct #: _____ Loan, describe: _____

AUTHORIZATION FOR RELEASE OF INFORMATION

NOTE: THIS IS TO BE SIGNED BY THE APPLICANT(S) THAT COMPLETE THE APPLICATION FOR CONVENIENCE CREDIT. I, the undersigned, hereby authorize a release of financial information on me and/or my business as requested by the Credit Department of The Monte Vista Cooperative. The Monte Vista Cooperative will guard the confidentiality of the information and will use it in considering my and/or my business application for credit or to update financial information concerning me and/or my business. This Authorization for Release of Information shall be continuous in nature and a photocopy shall be the same as an original for all purposes whatsoever.

Signature: _____ Signature: _____

of dependents _____ () Married () Single SS#: _____ Birthdate: _____

Drivers License #: _____ State Licensed In _____ Monthly rent or mortgage pymt \$: _____

() Own or Buying Home () Rent Home () Live with Parents () Home Provided by Employer () Other

Previous Address: Years there _____ Street: _____ City: _____ State: _____ Zip: _____

Name of present employer: _____ Years there: _____ Position or Title: _____

Employer's Address: Street _____ Mailing: _____

City: _____ State: _____ Zip: _____ Telephone: _____

Name of Supervisor: _____

Gross Income \$: _____ Per _____ Other Income \$: _____ Per _____ Source of other income _____

Name of Previous Employer (If less than 2 years with present employer) _____ Years there _____

Telephone: _____ Name of Supervisor: _____ Address: _____

Have you ever received credit from us? () YES () NO If yes, under what name? _____

Name of nearest relative or close friend not living with you: _____

Address: _____ City: _____ State: _____ Zip: _____ Telephone: _____

NOTE: This is to be signed by the persons who have provided information in the application for 30 day convenience credit. I hereby certify, swear, and affirm that the information provided by me in this application is true and correct.

Date: _____ Signature: _____ Date: _____ Signature: _____

THE MONTE VISTA COOPERATIVE CREDIT AGREEMENT

NOTE: THIS TO BE SIGNED BY THE APPLICANT(S) THAT COMPLETED THE APPLICATION FOR CONVENIENCE CREDIT. The Monte Vista Cooperative, hereinafter referred to as "Coop", and the undersigned hereinafter referred to as "Customer", agree to the following regarding all goods, merchandise, materials, or services purchased or obtained from COOP and charged to Customer's account by Customer or an authorized representative of Customer:

1. This Credit Agreement provides for convenience "30 day" credit only and any credit extended to Customer shall not be construed to be a revolving charge account, and goods, merchandise, materials, or services charged to Customer's acct pursuant to this Credit Agreement shall not be construed as a consumer credit sale or consumer related sale. This Credit/ Agreement is entered into the State of Colorado, County of Rio Grande and shall be construed pursuant to the laws of the State of Colorado, except where federal law preempts Colorado law, or otherwise governs.
2. COOP shall provide Customer with a credit limit and Customer agrees not to exceed that limit.
3. COOP may place Customer on a cash on delivery basis or terminate this Credit Agreement at any time without prior notice to Customer.
4. COOP will, if any sums are owed to it by Customer, mail Customer a monthly statement. All statement balances for goods, merchandise, materials, or services charged to Customer's account with COOP are due and payable on the last day of each calendar month, hereinafter referred to as "Due Date", or the last business day preceding the Due Date, if the Due Date is not a business day, of each calendar month, unless other terms are agreed to in writing between COOP and Customer prior to the Due Date. Customer shall be in default of the Credit Agreement if any such sums are not paid to COOP on or before the Due Date.
5. Upon default a FINANCE CHARGE will be charged to Customer's account the day following the Due Date on any portion of the adjusted balance of the statement balance in default at a rate of 1.75% per month compounded monthly which is an ANNUAL PERCENTAGE RATE of 21%. The adjusted balance is determined by taking the balance owed at the end of the previous billing cycle and subtracting any payments and credits received during the present billing cycle. A late payment charge of one dollar may be assessed by COOP in lieu of the FINANCE CHARGE.
6. Following default, Customer shall pay COOP all necessary and reasonable costs and expenses incurred by COOP in the collection of any sums owed by Customer. Such expenses shall include, but shall not be limited to, pre-judgment and post-judgment attorney's fees and costs.
7. COOP's acceptance of any partial or delinquent payment after the Due Date or failure of COOP to exercise any rights or remedies shall not be a waiver of any of Customer's obligations pursuant to this Credit Agreement or COOP's rights, or constitute a waiver of any other similar obligation or default by Customer occurring at a later date.
8. From time to time Customer may receive goods, merchandise, materials, or services from COOP that are charged to Customer's account when it may be impractical for Customer to sign an invoice. Customer waives objection to any such charges if an objection is not made within two months after COOP mails the first statement containing any such charges to Customer.
9. The following people, in addition to Customer, are authorized to charge purchases and services to Customer's account with COOP:

A: _____ B: _____ C: _____
D: _____ E: _____ F: _____

Customer may revoke such authorization or authorize additional people to charge to Customer's account with COOP by providing COOP written notice of any such revocation or authorization. Such authorization shall be deemed to have been made by Customer if Customer does not object to any charges made to its account by any person not otherwise authorized, within two months after COOP mails the first statement containing any such charges to Customer.

10. **WARNING:** COOP may change from time to time any or all of the terms of this Credit Agreement including but not limited to the Due Date and/or Finance Charge. Notice to Customer of any such change shall be in writing and mailed general delivery to Customer's last known address and shall be mailed once a month during the two months prior to any such change. The incurrence by Customer, or any other person authorized by Customer of any further indebtedness, including but not limited to, any Finance Charges accrued on Customer's account, shall constitute acceptance of the change by Customer.
11. COOP may, in its sole discretion, assess a reasonable fee in an amount not to exceed \$35.00 per hour, for time worked in resolving billing disputes, detailing Customer's account or researching Customer's account.
12. Unless COOP otherwise notifies Customer, COOP does not take a security interest in any goods, merchandise, or materials purchased by Customer. However, purchases made or services obtained and charged to Customer's account shall be secured by a security interest and lien in any certificates of indebtedness, notes, patronage refunds, or patronage allocations Customer has with COOP. Customer may not offset any such investment with COOP, except as otherwise provided in the bylaws of COOP or as otherwise agreed to in writing with COOP.
13. This Credit Agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the undersigned and shall inure to and may be enforced by COOP, its successors and assigns.
14. The agreements and covenants set forth within this Credit Agreement are severable, and in the event any of them shall be held to be invalid by any competent court, this Credit Agreement shall be interpreted as if such invalid agreement or covenant were not contained herein. As used herein and where the context so requires, the singular form of a word includes both the singular and plural and the plural form of a word includes both the plural and the singular.
15. Do not sign this Credit Agreement before you have read it or if it contains blank spaces. You are entitled to an exact copy of this Credit Agreement when you sign it.
16. Customer certifies, swears and affirms that the information provided in the Application for Convenience Credit and any financial statements given COOP is true and correct.
17. **NOTICE:** Co-signers understand and agree to pay any indebtedness incurred, pursuant to the terms of the Credit Agreement, by Customer or those authorized by Customer, although they may not personally receive any goods, merchandise, materials, or services. Co-signers may be sued for payment although the person who receives the goods, merchandise, materials, or services is not able to pay.
18. Customer acknowledges receipt of a copy of this Credit Agreement and a copy of Customer's Billing Rights.

Signature _____ Date: _____ Signature _____ Date: _____

Accepted by the Monte Vista Cooperative: _____ (Employee Signature)

CUSTOMER'S BILLING RIGHTS IN CASE OF ERRORS OR INQUIRIES ABOUT YOUR BILL

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

A. Write on the statement or other piece of paper the following:

i. Your name and account number.

ii. A description of the error and an explanation (to the extent you can explain) why you believe it is an error. If you only 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 invoice. Do not send in your copy of the invoice or other document unless you have a duplicate copy for your records;

iii. The dollar amount of the suspected error; and

iv. Any other information, such as your address, which you think will help to identify you or the reason for your complaint or injury (YOU MAY TELEPHONE YOUR INQUIRY BUT DOING SO WILL NOT PRESERVE YOUR RIGHTS UNDER THIS LAW).

B. Send our billing error notice to The Monte Vista Cooperative, hereinafter referred to as "COOP" at the address on your statement. Mail it as soon as you can, but in any case, early enough to reach COOP within 60 days after the bill was mailed to you. If you have authorized your bank to automatically pay from your checking or savings account, you can stop or reverse payment on any amount you think is wrong by mailing your notice so COOP receives it within 16 days after the bill was sent to you. However, you do not have to meet this 16 day deadline to have COOP investigate your billing error claim.

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

3. After COOP has been notified, neither COOP or an attorney or a collection agency may send you collection letters or take other collection action with respect to the amount in dispute; however, 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 question, nor can the disputed amount be reported to a credit bureau or to other creditors as delinquent until COOP has answered your inquiry. **HOWEVER, YOU REMAIN OBLIGATED TO PAY THE PARTS OF YOUR BILL NOT IN DISPUTE.**

4. If it is determined that COOP has made a mistake on your bill, you will not have to pay any finance charges on any disputed amount. If it turns out that COOP has not made an error, you may have to pay finance charges on the amount in dispute and you may have to make up any missed minimum or required payments on the disputed amount. Unless you have agreed that your bill was correct, COOP must send you a written notification of what you owe and if it is determined that COOP did make a mistake in billing the disputed amount you must be given the time to pay after receipt of the notification 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 COOP's explanation does not satisfy you and you notify COOP in writing, **WITHIN 10 DAYS** after you receive its explanation, that you will refuse to pay the disputed amount, COOP may report you to the credit bureaus and other creditors and may pursue regular collection procedures. But COOP must also report that you think you do not owe the money, and COOP must let you know to whom such reports were made. Once the matter has been settled between you and COOP, COOP must notify those to whom you are reported of the subsequent resolution.

6. If COOP does not follow these rules, COOP is not allowed to collect the first \$50 of the disputed amount and finance charges, even if the bill turns out to be correct.

7. **Special Rule for Credit Card Purchases:** If you have a problem with the quality of property or services that you purchase with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right:

A. You must have made the purchases in your home state or, if not within your home state, within 100 miles of your current address; and

B. The purchase price must have been more than \$50.

These limitations do not apply if we own or operate the merchant or if we mailed you the advertisement for the property or services.

PLEASE NOTE: You may request a copy of CUSTOMER'S BILLING RIGHTS.