

**2024 MONTE VISTA COOP YOUTH FEEDER PROGRAM**

Name: \_\_\_\_\_ Account Number \_\_\_\_\_

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

Telephone: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Club Name \_\_\_\_\_

Type of Project: Cattle: \_\_\_\_\_ Goats: \_\_\_\_\_ Hogs: \_\_\_\_\_ Horses: \_\_\_\_\_ Sheep: \_\_\_\_\_ Rabbits: \_\_\_\_\_ Poultry: \_\_\_\_\_

Parents Names: \_\_\_\_\_ 4H: \_\_\_\_\_ FFA: \_\_\_\_\_

- 1. Parents or guardians must be a member of the Coop. That membership account # is \_\_\_\_\_.**
- I am registering for the Monte Vista Coop's Youth Feeder Program. I can participate in this program and be eligible for all awards and benefits of the program as long as I abide by the rules and regulations provided by the Coop which I have read and fully understand.
- I understand in order to comply with the program, I must feed my animal Coop feed purchased through the Monte Vista Coop. **The feed sold under this program must be fed only to livestock carried in the 4H or FFA record book.**
- This account can only be used to purchase the following items: FEED \_\_\_\_\_ TACK \_\_\_\_\_ ANIMAL HEALTH PRODUCTS \_\_\_\_\_.** Each item **MUST** be initialed by Registered Youth Feeder Participant.
- I shall follow the payment policy as outlined. *Payment Policy:* The Coop will finance your feed purchases with a 30-day credit account in good standing or a letter to the Fair Board stating that upon the sale of livestock your check will list Monte Vista Coop as payee with participant. Please complete and sign the attached credit agreement.** Cash transactions are also acceptable for the program. The Monte Vista Coop may choose to endorse, with you and your parents or legal guardian, the Colorado U.C.C.-1 form. This becomes a legal document and will be recorded in the appropriate office of your county residence. By signing this form, the Monte Vista Coop becomes a secured party of the livestock. Should a participant, for any reason, abandon the 4H or FFA project, the amount owed becomes due immediately. Otherwise, the account is due and payable 30 days following the County Fair. Failure to comply with this policy will result in the Coop taking legal action for collection of the account.

Variance of this agreement is subject to management's approval.

Sign-up deadline will be the weigh-in date for each project type and will not be accepted after June 1, 2024.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
*REGISTERED 4H or FFA YOUTH*

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
*PARENT or LEGAL GUARDIAN*

**(By signing, I understand that if my child does not pay the balance due on his/her account, I will become responsible.)**

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
*MONTE VISTA COOP REPRESENTATIVE*

# THE MONTE VISTA COOPERATIVE CREDIT AGREEMENT

**NOTE: THIS IS 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 acct 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 in 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, changes 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