



# NEEPAWA-GLADSTONE CO-OP CARDLOCK APPLICATION



## ENJOY THE BENEFITS OF OUR CARDLOCK

- 24 hour access to top-quality Co-op fuels
- Itemized monthly invoices, with options for unit numbers and odometer reading
- Enjoy the same equity and cash back programs as with bulk-delivered and pump fuels (at Neepawa-Gladstone Co-op locations only)
- Personalized PIN for your security
- Access to over 380 Co-op Cardlocks across Western Canada (maps and GPS locations available online at [www.fuel.crs](http://www.fuel.crs))

### NEEPAWA

- Clear Diesel and Dyed Diesel
- Diesel Exhaust Fluid (DEF)
- Regular, Dyed, Premium and Dyed Premium Gas

### GLADSTONE

- Clear Diesel, Dyed Diesel and Regular Gas
- 24 hour free access to washroom and showers
- Located next to our C-Store with a full offering of confectionery and convenience items, hot food, ATM and lubricants.

RESTRICTIONS: You must have a Neepawa-Gladstone Co-op membership (\$10 lifetime membership). You must have approved credit with Neepawa-Gladstone Co-op. Accounts must be paid in full each month upon receipt of statement.

# Consumer/Non-Corporate Farm Credit Application

Patronage Number \_\_\_\_\_

Applicant's Name \_\_\_\_\_ Home Phone No. ( ) \_\_\_\_\_  
 Social Insurance No. (Optional) \_\_\_\_\_ Birthdate (MM/DD/YY) \_\_\_\_/\_\_\_\_/\_\_\_\_  Own  Rent  Other \_\_\_\_\_  
 Address (if P.O. Box Street Address as well) \_\_\_\_\_  
 City / Town \_\_\_\_\_ Province \_\_\_\_\_ Postal Code \_\_\_\_\_ How Long? \_\_\_\_\_ Yrs.  
 Former Address (If less than one year) \_\_\_\_\_ Postal Code \_\_\_\_\_  
 Email: \_\_\_\_\_

Co-applicant's Name \_\_\_\_\_ Birthdate (MM/DD/YY) \_\_\_\_/\_\_\_\_/\_\_\_\_ Social Insurance No. (Optional) \_\_\_\_\_ Relationship \_\_\_\_\_  
 Spouse  Other

Applicant's Employer or Source of Income \_\_\_\_\_ Address \_\_\_\_\_  
 Occupation \_\_\_\_\_ Annual Income \_\_\_\_\_ Business Phone No. ( ) \_\_\_\_\_ How Long? \_\_\_\_\_ Yrs.  
 Previous Employer (if less than two years with current employer)  
 Address \_\_\_\_\_ Phone No. ( ) \_\_\_\_\_ How Long? \_\_\_\_\_ Yrs.

Co-applicant's Employer or Source of Income \_\_\_\_\_ Address \_\_\_\_\_  
 Occupation \_\_\_\_\_ Annual Income \_\_\_\_\_ Business Phone No. ( ) \_\_\_\_\_ How Long? \_\_\_\_\_ Yrs.

Name of Bank, Credit Union or Finance Company \_\_\_\_\_ Branch Address \_\_\_\_\_  
 Telephone No. ( ) \_\_\_\_\_ Type of Account  Chequing  Savings  Other \_\_\_\_\_ Account No. \_\_\_\_\_  
 If Joint Account – Names on Account \_\_\_\_\_  
 Other Loan or Finance Company Reference \_\_\_\_\_ Branch Address \_\_\_\_\_ Telephone No. ( ) \_\_\_\_\_  
 Credit / Charge Cards (Banks, Department Stores, Oil Co., etc.)  No  Yes If yes, list below:  

Name	Address	Amount Owing	Account No.
_____	_____	_____	_____
_____	_____	_____	_____

 Previous Co-op Account?  No  Yes When \_\_\_\_\_ Patronage No. \_\_\_\_\_

Have you been discharged from bankruptcy in the last six years? No  Yes

CREDIT LIMIT REQUESTED \$ _____	# of charge cards requested _____	# of cardlock cards requested _____
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## COMPLETE THIS PORTION FOR NON-CORPORATE FARM USE

Legal Description of Land	Section(s)	Township	Range	West of	Meridian
A How long have you farmed?		Acres Farmed			
G Location of Livestock					
Is Livestock Financed by Third Party?		If so, Who?		Number and Type of Livestock	
R Processor			Hatchery		Quota
O Owner or Tenant?	Name of Mortgage Co. or Landlord				
Name of Insurance Company and Agent					
Other Current or Previous Accounts					

## PLEASE READ, DATE AND 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 personal, family, household or non-corporate farming purposes. I am/We are at least the minimum adult age. I/We understand the Co-op may accept or reject this application. If this credit application is accepted, I am/We are bound by the Co-op's Consumer/Non-Corporate Farm Credit Agreement and Statement of Disclosure and any amendments or replacements that the Co-op sends me. I/We have retained a copy of the Consumer/Non-Corporate Farm Credit Agreement and Statement of Disclosure. If the Co-op has service cards, I request a Co-op service card to be issued to me and to the co-applicant set out below. Where a co-applicant 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.

I/We consent 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: \_\_\_\_/\_\_\_\_/\_\_\_\_  
 MM DD YY

Service Card for co-applicants  YES  NO

\_\_\_\_\_  
 Applicant's Signature

\_\_\_\_\_  
 Applicant's Signature

## Co-op Commercial/Corporate Credit Agreement and Statement of Disclosure

In consideration of the Co-op accepting your credit application, which forms part of this agreement, and opening an account in your name and, when applicable, issuing a service (the "card") to you and to the Co-applicants, if requested, you agree to the credit terms set out below.

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

1. Under a charge account, credit is extended for new purchases (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.
2. The Co-op has the right to cancel your credit accounts at any time, including, without limitation, upon your death or if you become bankrupt or insolvent.
3. You may make enquiries about your accounts during the Co-op's ordinary business hours by a call to the telephone number set out above.

### Credit Limit

1. 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 at any time by the Co-op. The change will be disclosed in the next statement following the change. You may hereby request any increase to the Limit at any time for which you may qualify.
2. You agree not to make purchases on your accounts where the amount of the purchase plus any balance then outstanding would in total exceed the Limit unless the Co-op, in its sole discretion, permits you to exceed the Limit, in which case the terms set out in this agreement apply to those amounts in excess of the Limit.

### Billing

1. The Co-op 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 will not receive statements.
2. Where anyone authorized by you signs a receipt, or you or anyone authorized by you gives your account number to make a purchase, you will be liable to pay as if the sales receipt has been signed by you.

3. If you do not notify the Co-op 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.
4. Any adjustment 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.

### Interest and Payment

1. You agree to perform promptly all your obligations under this agreement.
2. 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.
3. You have the right to prepay the entire balance in full or in part without charge.
4. You agree to pay interest to the Co-op on all past due amounts at the rate of 1.75% per month calculated and compounded monthly (effective annual rate of 23.24%) both before and after demand, default and judgement. 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.
5. Payments will be applied by the Co-op in the following order: previously billed interest and purchases, interest and purchase shown on the current statement, interest and purchases to be billed.
6. You agree you are liable for the entire outstanding balance of your accounts despite any variation of interest terms by the Co-op.
7. 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 subsequent dishonored.
8. Payments must be made only by cash, cheque, debit card, money order or electronic funds transfer (EFT), or by other arrangement authorized by the Co-op.



**Default**

1. You will be in default if any of the following occurs:
  - a. You do not make a payment when due;
  - b. 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;
  - c. You have made a false or misleading representation on your credit application;
  - d. You die;
  - e. You breach any of your other agreements in this agreement;
  - f. If the Co-op has reasonable cause to believe your ability to perform your obligations under this agreement, including making timely payments is impaired.
2. 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.
3. You agree to pay all reasonable expenses, costs and disbursements, including fees as between a solicitor and his or her own clients, which may be incurred by the Co-op in the enforcement of its rights under this agreement.
4. You agree that taking of a judgment against you will not operate as a merger of 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 to the Co-op under this agreement on the judgement.

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

**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 by 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 to you.

**Co-Applicants**

1. 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.
2. 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.
3. Where you have designated a Co-Applicant, you are responsible to the Co-op for all transactions made by the Co-Applicant cardholder(s) with their Card(s).

**Miscellaneous**

1. You grant the Co-op a security interest in any and all merchandise purchased from the Co-op (the "Merchandise") to secure payment to the Co-op for all debts, charges, and liabilities, present and future, at any time owing by you in connection with your accounts. If for any reason you do not make payments on time or pay any other amounts due to the Co-op in the manner provided in this agreement in addition to all other rights and remedies available at law or in equity, the Merchandise may be repossessed to the extent permitted by law. Where permitted by law, you waive your right to received copies of any financing statement, financing change statement or verification statement relating to this agreement.
2. If any part of this agreement is contrary to law or found inoperative by any court, that part is effective without invalidating the other parts of this agreement.
3. This agreement will be governed by laws of the Province of Manitoba in which the Co-op is situated.
4. You acknowledge receipt of a copy of this agreement at the time of signing the Consumer/Non-Corporate Farm Credit Application and before the extension of any credit use of the accounts.

I have read the above Credit Agreement and Statement of Disclosure.

x \_\_\_\_\_

Individual Applicant's Signature

x \_\_\_\_\_

Corporate Applicant's Signature

# CO-OP® Cardlock Cardholder Application

Name of Applicant \_\_\_\_\_  
 Address of Applicant \_\_\_\_\_  
 \_\_\_\_\_  
 Applicant's Phone No. \_\_\_\_\_  
 \_\_\_\_\_  
 E-mail Address \_\_\_\_\_  
 Fax No. \_\_\_\_\_

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:**

Type of Card  Local  System Wide  
 No. of Cards \_\_\_\_\_  
 Max. Litre Fill to Confirm \_\_\_\_\_  
 Unit Numbers Requested  Yes  No  
 Odometer Reading Requested  Yes  No

**PRODUCTS:**

Clear	Dyed	
<input type="checkbox"/>	<input type="checkbox"/>	Regular
<input type="checkbox"/>	<input type="checkbox"/>	Midgrade
<input type="checkbox"/>	<input type="checkbox"/>	Premium
<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 marker 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: \_\_\_\_\_ **Applicant's Signature**

Title: \_\_\_\_\_

**Date** \_\_\_\_\_

By: \_\_\_\_\_ **Authorized Signature**

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

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

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

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

**Date** \_\_\_\_\_

**SIGNED AND DELIVERED** in the presence of:

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

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

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 with 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. At any time, the Customer may terminate this agreement by giving written notice of termination to the Co-op. 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. From time to time, Co-op may change its prices.
6. The Customer agrees to pay for all petroleum products recorded by the Pumps to the Customer's account number until Co-op receives WRITTEN notice of the Card's loss. The Customer shall be fully and completely responsible for all such charges to the Card, regardless of how or who incurred such charges. Notice to the Co-op as defined in this paragraph will only be effective and thereby relieve the customer of any liability for further charges when the Co-op actually receives such written notice.

\_\_\_\_\_ 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 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 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 second 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: by phone, by fax, by email, by registered mail 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 addresses as shown on his or her account application. The parties agree to notify each other of changes in their telephone, fax and email numbers and addresses.
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. Only trained cardholders can use the cardlock dispensing equipment, which is not open for general public use.
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 that 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 by 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.