Mid Island Co-op Commercial/Corporate Credit Application

COMMERCIAL CREDIT APPLICATION INSTRUCTIONS

Please take time to complete the attached forms fully. Areas most commonly missed are:

1. Under section 2 we need the name & date of birth of each owner/officer/partner
2. Under section 3 we need two current trade suppliers and their phone/fax number
3. Under section 5 we need estimated monthly purchases
4. Under section 5 we need the credit limit requested
5. Signature for a corporate account must be signed in both the corporate applicant and individual applicant areas
6. Co-op number – if you already have a Co-op member number
7. Signature for the Personal Guarantee section at the bottom of the form

INCOMPLETE APPLICATIONS WILL BE RETURNED

In addition to the credit application we are required by the provincial government to have on file a signed copy of the attached "COLOURED FUEL ACCOUNT CERTIFICATION". If you are a user of marked fuel or are requesting a cardlock card for all products please sign and attach the form to your credit application.

**********************FOR CORPORATIONS AND LIMITED COMPANIES********************

We require a copy of the Certificate of Incorporation and Notice of Articles of Incorporation. We are not able to proceed with setting up an account without these documents.

A Corporation or Limited company requires a membership in the company name. If you have a personal membership a new membership will be set up for the company.

If you require further information please contact out office:

Phone: 250-729-8404
Fax: 250-729-8426
Email: credit@midisland.crs

Mid Island Co-op Commercial/Corporate Credit Application

Date:_____ **Co-op Number:**_____

1. **IDENTIFICATION**

Name of Applicant _____ Telephone No. (_____)_____ Fax No. (_____)_____

Name of Partner _____ Telephone No. (_____) _____ Fax No. (_____)_____

Trade Name/Business Name (If different from above) _____

Address (If P.O. Box provide Street Address as well) _____

City/Town _____ Province _____ Postal Code _____

2. **BUSINESS INFORMATION**

Nature of Business _____ GST No. _____ PST No. _____

Check One Box ❑ Corporation ❑ Partnership ❑ Sole Proprietorship ❑ Other (Specify)

Length of Time in Business: Years _____ Incorporation Date _____ No. of Employees _____

Accounts Payable Contact _____ Telephone No. (_____) _____

If a Subsidiary, Branch or Division, Please State Parent Corporation

Name _____

Financial Statements for the Year of _____ Prepared. Will Provide Copy ❑ YES ❑ NO ❑ ATTACHED.

Financial Information Provided Will Be Held in Strict Confidence and Used For Credit Purposes Only.

Officers, Partners or Owner's Name	**Title**	**Home Address (Partners or Owner)**	**Birth Date (MM/DD/YY)**

3. **REFERENCES**

Financial Institution _____ Account Manager_____

Address _____ Account No. _____ Telephone No. (_____) _____

Current Trade Suppliers Name Address Telephone No.

_____

Current Fuel Supplier Name _____ Address _____

Account No._____ Telephone No. _____

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. **ACCOUNT INFORMATION**

Estimated Monthly Co-op Purchases $ Credit Limit Desired $

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 commercial purposes (that is., not personal, family, or household purposes), or for 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 the Co-op's Commercial Corporate Farm Credit Agreement and Statement of Disclosure and any amendments or replacements which the Coop sends me. I/we have retained a copy of the Commercial / Corporate Farm Credit Agreement and Statement of Disclosure. If the Co-op has service cards, I request a Co-op service card be issued to me and to 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).

Signed by individual Applicant (s)

_____

Individual Applicant's Signature

_____

Partner's Signature (If Applicable)

CARD FOR PARTNER YES ❑ NO ❑

Signed by Corporate Applicant-

_____

Corporate Applicant's Name

By: _____

Signature

_____

Title

GUARANTEE: **WHERE THE APPLICANT IS A CORPORATION OR BUSINESS:**

I, _____, BEING A DIRECTOR OR OWNER OF _____ IN CONSIDERATION OF THE CO-OP AGREEING TO SUPPLY GOODS AND SERVICES ON CREDIT TO _____, HEREBY PERSONALLY GUANRANTEE TO THE CO-OP THE DUE AMOUNT OF ALL MONEY WHICH IS NOW DUE OR SHALL AT ANY TIME HEREAFTER BECOME DUE TO YOU BY _____.

WITNESS: **SIGNATURE OF DIRECTOR OR OWNER:**

_____ _____

Mid Island Co-op Commercial/Corporate Credit Application

Mid Island Consumer Co-op

Phone: 250-729-8400 Fax: 250-729-8426

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 card (the "card") to you and to the co-applicants, if requested, you agree to the credit terms set out below.

I. 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. 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 recorded 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.

(2) The Card may be used to buy goods and services available on credit on these accounts from the Co-op.

(3) The Card is the property of the Co-op. It is not transferable. You will immediately return all Cards if requested.

(4) Upon cancellation or expiry, you will pay your accounts in full despite the cancellation or expiry of any rights and privileges under this agreement.

(5) 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.

(6) You may make enquiries about your accounts during the Co-op's ordinary business hours by a local or collect call to the telephone number set out above.

2. 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 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.

3. 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 and co-applicant cardholders will not receive statements.

(2) 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.

(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.

4. 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 annual rate of 24%, both before and after demand, default and judgment 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.

(5) Payments will 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.

(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 subsequently dishonoured.

(8) Payments must be made only by cash, cheque, debit card or money order, or by other arrangement authorized by the Co-op.

5. 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 client, 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 or on the judgment.

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 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 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 7th day after the date on which it was mailed. You agree to notify the Co-op promptly of any change of address. Notice to you or to a co-applicant cardholder is considered notice to all.

9. Lost or Stolen Card(s)

(1) 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.

(2) 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

(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 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

(1) If any 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.

(2) This agreement will be governed by the laws of the Province in which the Co-op is situated.

Mid Island Co-op Commercial/Corporate Credit Application

Cardlock/Service Card Order Form

Mid Island Consumer Services Co-operative

Unit #103 2517 Bowen Road, Nanaimo, B.C., V9T 3L2 Fax 250-729-8426

Date: _____ **Order taken by:** _____

Name of Applicant: _____

Phone Number: _____ **Cell Phone Number:** _____

Member Number: _____ **Email Address:** _____

Pickup Location: Admin ☐ Bowen Rd ☐ Ladysmith ☐ Parksville ☐

Harewood ☐ Cranberry ☐ Wdgrove ☐ Vic Cr. ☐

Brooks Ld. ☐ Gabriola ☐ Salt Spring ☐ Mail ☐

Chemainus ☐ Wh Crk ☐ Oceanside ☐ Lk Cow ☐ Sayward ☐

Service Card Order

Is this card ☐ New ☐ Replacement

Number of Cards requested: _____ **Card Series "Letter":** _____

CARDLOCK ORDER

Is this card: ☐ **New** ☐ **Replacement**

Type of Card: ☐ **Local** ☐ **System Wide**

Replacement Card No: _____ **Product Selection**

				Clear	Dyed
Number of Cards requested	_____				
Max.. Litres Fill per use:	_____		Regular Gas:	☐	☐
Unit Numbers Requested:	☐ Yes	☐ No	Midgrade:	☐	☐
Odometer Reading:	☐ Yes	☐ No	Premium:	☐	☐
Product Restrictions:	☐ Yes	☐ No	Diesel:	☐	☐
			DEF	☐	
Comments:			Propane	☐	
			All Products	☐	