

99 Coop Street • PO Box 340  
New Town, ND 58763  
Phone: (701) 627-3636



Website: [www.uqcoop.com](http://www.uqcoop.com)  
Email Address: [uqc@uqcoop.com](mailto:uqc@uqcoop.com)  
Fax: (701) 627-3798

## CARD ORDER FORM

Account Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Account Number with United Quality: \_\_\_\_\_

Number of Card(s) you will need: \_\_\_\_\_

Patronage only card(s): \_\_\_\_\_

Fuel Restrictions:           None: \_\_\_\_\_ Fuel Only: \_\_\_\_\_

Card Information (Driver ID/ Pin is 4 digit #):

Card # \_\_\_\_\_ Pin # \_\_\_\_\_

Card # \_\_\_\_\_ Pin # \_\_\_\_\_

Card # \_\_\_\_\_ Pin # \_\_\_\_\_

Card # \_\_\_\_\_ Pin # \_\_\_\_\_

Card # \_\_\_\_\_ Pin # \_\_\_\_\_

Card # \_\_\_\_\_ Pin # \_\_\_\_\_

Card # \_\_\_\_\_ Pin # \_\_\_\_\_

Authorized by Customer or Company Personnel: \_\_\_\_\_

Date: \_\_\_\_\_ UQC Office employee: \_\_\_\_\_

To be completed when cards are received:

Printed name at pickup: \_\_\_\_\_

Signed at pickup by: \_\_\_\_\_ Date: \_\_\_\_\_

# United Quality Cooperative Cardholder Agreement

Agreement made \_\_\_\_\_, between United Quality Cooperative, a corporation organized and existing under the laws of North Dakota, with a place of business at 99 Coop St, New Town, ND 58763, and \_\_\_\_\_, of \_\_\_\_\_.

## RECITALS

- A. United Quality Cooperative (hereafter "creditor") operates the United Quality Cooperative Credit Program (hereafter "the Program").
- B. In connection with the Program, creditor issues charge cards. A charge card will be issued to \_\_\_\_\_ (hereafter "patron" or "cardholder") with a Personal Identification Number (PIN). The card remains the property of creditor.
- C. The dollar amount of credit given to any individual or company will be determined by management. All credit decisions are final.

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this Agreement, the parties agree as follows:

## DEFINITIONS

- A. "Card" refers to a charge card issued in connection with an account under this Agreement. This Agreement covers the use of each charge card, including all cards with the same account number, issued to cardholder by creditor.
- B. "Account" means a United Quality Cooperative credit account opened under this Agreement.
- C. "Cardholder" shall mean, with respect to any charge card, the person whose name is embossed on the face of such card. A "cardholder" includes any person who is named on the account, any person whose name is embossed on a card, and any person who signs the card receipt form. The cardholder and all persons who use a card agree to be bound by this Agreement.
- D. "Authorized user" shall mean, with respect to any charge card, the person whose signature appears on the card receipt form.

## RESPONSIBILITY FOR CARD

- 1.1 On receipt of each card, a cardholder must sign his or her name on the card receipt form. A cardholder is responsible for the use of a card and for the use of a card by any person who is given a card by the cardholder to use or to retain, or who is allowed by a cardholder to possess a card. A cardholder, or any person using a card, must immediately notify creditor if a card is lost or stolen. A cardholder may at any time cancel an account by notifying creditor in writing and surrendering all cards issued with the same account number to creditor, but the cardholder will remain liable for all outstanding purchases and other charges.

## CARD USE AND LIABILITY

- 2.1 Each cardholder and any person who is given a card by the cardholder to use or to retain or who is allowed to possess a card by the cardholder, shall be jointly and severally liable to creditor to pay for all purchases of goods and/or services; for all accrued finance charges; and for any court costs resulting from legal proceedings brought to enforce this Agreement.
- 2.2 Creditor shall not be responsible for the refusal of any merchant, provider of services, bank, or automated transaction machine to honor any card.
- 2.3 An account is the property of creditor, and its privileges may be terminated by creditor, or the particular credit card program may be canceled at any time, for any reason. All cards must be surrendered immediately on demand by creditor or its agents.
- 2.4 On communication from creditor that the account will be terminated and/or a demand for surrender of all cards of an account, no further purchases or cash advances may be obtained, and use of an account, after notice of its termination, shall be a violation of law. On termination, the entire outstanding balance of the account must be paid in full.

## MONTHLY STATEMENTS

- 3.1 Whenever transactions, charges, payments, or credits are posted to an account, creditor shall send a single monthly statement for the account at the end of the billing period to the cardholder whose name appears on the account on behalf of all cardholders and persons using or retaining a card with the same account number. A billing period is the number of days between the statement closing date on the previous statement and the statement closing date on the current statement. The statement shall contain all of the information required by law. The statement shall show, among other items, the following: the date and amount of all purchases and cash advances during the billing period; the previous balance from the last statement; all payments and credits made during the billing period; finance charges accrued; and the total new balance at the end of the billing period.

## PAYMENT

- 4.1 The minimum monthly service charge is \$10.00. If the total amount for all purchases, cash advances, and finance charges is not paid by the payment due date (the 15th of the month following purchases), there shall at least be paid each month the total minimum payment as shown on the statement which is 1.75% (21% ANNUAL PERCENTAGE RATE or the highest amount allowed by law) of the total new balance of the account. The entire outstanding balance of the account may be prepaid at anytime, which would include finance charges to the date of prepayment. No penalty or other charge will be imposed because of prepayment.
- 4.2 Creditor will not be responsible for regular scheduled delivery Agreements on accounts that are past due. Past due accounts will be turned over to a Collections Agency or a Supplier's Lien will be filed, if applicable, at the discretion of the manager. The cost of filing will be billed directly against the account. On any past due account, creditor is authorized to apply any accounts payables of the individual or company to the balance due on the past due account.

## FINANCE CHARGES

- 5.1 Purchases. To avoid finance charges on all purchases made during each billing period, full payment of an amount equal to or greater than the sum of: (1) the purchases new balance shown on the statement; and (2) unpaid finance charges on cash advances, if any, as of the statement date must be made by the 15 day of each month following purchases. If not so paid, finance charges will be incurred on the principal portion of the purchases new balance as of the statement closing date as disclosed on the statement, and finance charges will be incurred on new purchases posted to the account during the next billing cycle from the date they are posted to the account. Finance charges are computed on purchases in the following manner:
- Start with the unpaid previous balance for purchases at the beginning of the billing period. Unpaid finance charges on previous purchases are excluded.
  - If there is an unpaid previous balance, new purchases made during the current billing period will be added in from the date they are posted to the account.
  - Each day's available payments and credits, unpaid finance charges on purchases, and any annual fees, late charges, return checks, and over-limit charges will be subtracted from the purchases balance. From this, a daily balance is determined.
  - The daily purchase balances for each day of the billing period are added together and the total is divided by the number of days in the billing period. This results in the average daily balance of purchases.
- 5.2 Finance charges on advances and purchases shall be computed separately at monthly periodic rates of 1.75% (21% ANNUAL PERCENTAGE RATE or the highest amount allowed by law).

## RETURN CHECK CHARGES

- 6.1 If any payment is made on an account by a check (not drawn by creditor), money order, or other item that is returned unpaid after being sent for collection, a return check charge of \$35.00, or a higher amount if creditor incurs fees in excess of \$35.00, will be added to the account.

## DEFAULT

- 7.1 Certain events will be considered an act of default in this Agreement, and creditor will then have the right to demand immediate payment for the entire unpaid balance of an account. Creditor will have this right without having to give prior notice or warning. The events of default are:
- the cardholder's death, or a court declaration that cardholder is incompetent;

- b. filing of a bankruptcy or insolvency action by or against cardholder;
- c. attachment or garnishment of a cardholder's property by a court;
- d. breach of any provision of this Agreement;
- e. exceeding the credit limit on the account; or
- f. creditor in good faith believes cardholder and/or all persons using a card are unable or unwilling to pay the amounts creditor is owed under this Agreement. Creditor will not lose any of its rights to enforce this Agreement because it delays taking action or because it takes alternative action for any reasons.

### CREDIT INFORMATION

8.1 Creditor shall have the right to furnish information about an account and its payment status to other persons lawfully entitled to receive such information.

### SECURITY INTEREST

9.1 Creditor agrees and affirms that a security interest may be retained or acquired under this Agreement. Cardholder agrees that his or her continued use of the account constitutes cardholder's affirmative consent to granting creditor a security interest in any deposit account cardholder may have from time to time with creditor.

### AMENDMENTS

10.1 Creditor may amend this Agreement at any time by giving the written notice required by law to the cardholder whose name appears on the account on behalf of all cardholders and persons using or retaining a card, by mailing a copy of such amendment to cardholder's last known address as shown on the records of creditor.

10.2 Cardholder may validly refuse to accept amendments using the following instructions: If cardholder does not wish to accept the specific changes indicated, cardholder must notify creditor in writing stating your non-acceptance. Include cardholder name, address, and account number and mail to: PO Box 340, New Town, ND 58763. Upon receipt of cardholder notification of non-acceptance, cardholder account will be closed to further activity and cardholder agrees to pay all amounts due as required at the existing pricing terms. If creditor has not received written notice by the due date or if cardholder uses the account after notice of the amendments, cardholder will have agreed to the new terms outlined. Amendments will apply to cardholder account and the entire outstanding balance on cardholder account.

10.3 All such amendments shall become effective as stated in the written notice and as allowed by law. Creditor may at any time in the future amend the applicable finance charge and annual percentage rate based on appropriate notice. If an account is used after the effective date of any such amendment to make a new purchase or to obtain a new cash advance, the new finance charge and annual percentage rate will apply to any existing previous unpaid balance on such account, as well as to the new transaction.

### APPLICABLE LAW

11.1 This Agreement shall be governed by the laws of North Dakota. If any provision of this Agreement is determined to be unenforceable by a court, the remaining provisions will remain in effect. If any legal proceeding or collection action is taken with respect to any amount owed by cardholder, or other action against cardholder, cardholder agrees to pay all expenses and costs, including attorney's fees, incurred by United Quality Cooperative or its agents and assigns.

### EXPLICATING TERMS

12.1 In construing this Agreement, neither party shall be considered the drafter. Cardholder acknowledges that cardholder was provided an opportunity to consult with legal counsel prior to signing this Agreement.

By accepting credit from United Quality Cooperative, cardholder hereby agrees to all the terms and conditions contained within this Agreement.

X \_\_\_\_\_  
Authorized Representative  
United Quality Cooperative

\_\_\_\_\_  
Printed Name of Representative

X \_\_\_\_\_  
Cardholder Signature

\_\_\_\_\_  
Printed Name of Cardholder