

# MIDLAND SERVICES, INC.

P.O. BOX 500

ASHLAND, WI 54806

888-873-9527

FAX 715-682-6165

## Credit Application for Individuals or Sole Proprietors

Name 1 \_\_\_\_\_

Name 2 \_\_\_\_\_

(If there is more than one applicant or joint with spouse)

Service Address \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_ Zip \_\_\_\_\_

How long at present address \_\_\_\_\_ Own \_\_\_\_\_ Rent \_\_\_\_\_

Home Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

Previous Address \_\_\_\_\_

(If less than two years at present address)

Nearest relative not living with you \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

Landlords Name \_\_\_\_\_ Phone \_\_\_\_\_

### Credit Information

#### APPLICANT NO. 1

#### APPLICANT NO. 2

Date of Birth \_\_\_\_\_

Social Security No. \_\_\_\_\_

Employment \_\_\_\_\_

Income \_\_\_\_\_

Work Phone \_\_\_\_\_

Date of Birth \_\_\_\_\_

Social Security No. \_\_\_\_\_

Employment \_\_\_\_\_

Income \_\_\_\_\_

Work Phone \_\_\_\_\_

### Products and Services Needed

Diesel \_\_\_\_ Gasoline \_\_\_\_ L.P. \_\_\_\_ Fuel Oil \_\_\_\_ Credit Cards \_\_\_\_ How Many \_\_\_\_

**Products and Services Needed notice to Married Applicants:** No provision of any marital property agreement unilateral statement under §706.59 Wis. Stats. or court decree under §766.70 adversely affects the interest of the creditor unless the creditor, prior to the time the credit is granted or an open-end credit plan is entered into, is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision.

**For Married Wisconsin Resident:** If I am married a Wisconsin resident, and applying for an individual account, I agree that credit \_\_\_\_\_ extended under this account if granted will be incurred in the interest of my marriage or family.

Everything that I have stated in this application is correct to the best of my knowledge. I understand that you will retain this application whether or not it is approved. You are authorized to check my credit and employment history and to answer questions about your credit experience with me. I agree to pay extensions of credit in accordance with the terms of the credit policies of Midland Services, Inc according to the co-op's policy.

**INDEMNIFICATION OF CO-OP FOR INQUIRING WITH EMPLOYMENT / TRADE / CREDIT REFERENCES** *The applicant shall indemnify and hold the Co-op harmless from any claims, damages, etc., brought by anyone including the cost of legal defense, for making inquiry into and with any references furnished by the applicant. The applicant also hereby grants permission to any reference above named to answer any questions posed to it by the Co-op, and the applicant shall indemnify and hold that reference harmless to the same extent as the applicant indemnifies and hold the Co-op harmless. The Co-op shall also be held harmless from the receipt and use of credit reports about the applicant or the applicant's guarantor*

**MIDLAND SERVICES, INC.**  
**P.O. BOX 500, ASHLAND, WI 54806**

**CHARGE ACCOUNT AGREEMENT**

I agree that the following terms will govern any purchases made which are charged to my account that I may have with you:

1. Each billing period,
  - a. I will pay the entire amount of each invoice within 35 days of the invoice date; or
  - b. I will pay the deferred payment price for each purchase, consisting of the cash price and a FINANCE CHARGE.
  - c. Unpaid balances WILL ACCRUE a finance charge on day 36 after invoice date with interest accruing from the date of invoice.
  - d. The FINANCE CHARGE will be computed upon the unpaid balance of the invoice, calculated on a daily basis after first deducting all payments, credits, and refunds.
2. The Finance Charge shall be determined by applying a periodic rate of .0493% per day (ANNUAL PERCENTAGE RATE OF 18%) to the unpaid balance. Minimum of \$.10 on past due balance less than \$10.00
3. I have the option to pay my entire balance in full at any time without incurring a subsequent a FINANCE CHARGE.
4. If I default by failing to pay when due on two occasions within any twelve month period, and I do not cure the default as permitted me by law, my entire balance may, at your option, become due and payable. Your waiver of any default shall not operate as a waiver of any other default.
5. Each payment shall be applied: First to the unpaid FINANCE CHARGE; then, as to the merchandise and services purchased on the same date, the lowest priced shall be deemed first paid.
6. If the account is not paid according to policy; you may be required to pay cash for purchases thereafter. In addition, the Co-op reserves the right to place any account holder on immediate COD anytime the Co-op has reasonable belief that repayment will not be made in accordance with the credit policy, or if the Co-op does not want to extend credit for any reason that is not otherwise lawful. However, special credit arrangements can be made with the credit manager's approval.
7. Part of Midland Services' earnings is distributed to qualifying patrons in the form of equities, which are eventually revolved according to policies established by the Board Of Directors. The Co-op's Articles of Incorporation give the Co-op a first lien on any equities you earn from patronizing the Co-op. The Co-op routinely offsets those equities against accounts that it considers uncollectible. The Co-op reserves the right to discount your equities if it exercises its right of offset. If you do not keep the Co-op informed of address changes, your allocated equity, if any, will be deemed contributed to the Co-op's unallocated surplus.
8. The Co-op is not in the business of providing financing to its customers. The Co-op provides convenience credit according to the above policies. The Co-op may, but is not obligated to continue extending credit to those who do not pay their account in accordance with the Co-op's credit policy. The seller may change its credit terms relating to open-end accounts, pursuant to the provisions of the Wisconsin Consumer Act.
9. OTHER CHARGES: A \$25.00 charge is assessed for checks that are returned for non-sufficient funds. Midland Services is also permitted to recover its attorney fees and other costs associated with collecting amounts owed Midland Services.

**YOUR BILLING RIGHTS UNDER THE FAIR CREDIT BILLING ACT**

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

1. Notify Us In Case of Errors or Questions About Your Bill.  
If you think your bill is wrong, or if you need more information about a transaction on your bill, write us (on a separate sheet) at P.O. Box 500, Ashland, Wisconsin 54806. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but in doing so will not preserve your rights.

In your letter, give us the following information: (1) Your name and account number (2) The dollar amount of the suspected error and (3) Describe the error, the dollar amount of the suspected error, and explain, if you can, why you believe there is an error. If you need more information, describe item you are not sure about.

2. You're Rights and Our Responsibilities After We Receive Your Written Notice.  
We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including *finance charges*, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any *finance charges* related to any questioned amount. If we didn't make a mistake, you may have to pay *finance charges*, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within 10 days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50. of the questioned amount, even if your bill was correct.

**DISCLAIMER OF ALL WARRANTIES**  
**MIDLAND SERVICE, INC. MAKES NO WARRANTY OF ITS PRODUCT, EXPRESS OR IMPLIED, INCLUDING**  
**MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE**

Dated \_\_\_\_\_ Signature \_\_\_\_\_

Dated \_\_\_\_\_ Signature \_\_\_\_\_