



**Heritage Cooperative**  
 P.O. Box 369 Canfield, Ohio 44406  
 330-533-5551  
 Fax 330-533-7868



## Business Account Application

This information will be treated in a confidential manner  
 Please print clearly and complete all blanks

**Applicant's Information:**

Name \_\_\_\_\_ Trade Name \_\_\_\_\_  
 Address \_\_\_\_\_ County \_\_\_\_\_ Years There \_\_\_\_\_  
 Shipping Address \_\_\_\_\_  
 Federal ID (EIN) \_\_\_\_\_ Dun & Bradstreet \_\_\_\_\_  
 Phone \_\_\_\_\_ Cell \_\_\_\_\_ Fax \_\_\_\_\_  
 Type of Business:  Sole Proprietor  Partnership  LLC  Corporation  LLP  LP  
 Number of Years in Business: \_\_\_\_\_ Nature of Business? \_\_\_\_\_  
 Accounts Payable Contact: \_\_\_\_\_ Estimated Monthly Purchases \_\_\_\_\_  
 Accounts Payable E-mail \_\_\_\_\_

**Identify owner(s), members, and/or shareholders below:**

Name	Title	SS#	Address	Telephone

**Trade References:**

NAME		ADDRESS		CITY, STATE, ZIP	
CONTACT	PHONE	FAX	ACCT#:		
NAME		ADDRESS		CITY, STATE, ZIP	
CONTACT	PHONE	FAX	ACCT#:		
NAME		ADDRESS		CITY, STATE, ZIP	
CONTACT	PHONE	FAX	ACCT#:		

**Bank Reference:**

Bank Name \_\_\_\_\_ Bank Contact \_\_\_\_\_  
 Bank Address \_\_\_\_\_  
 Bank Account Number \_\_\_\_\_ Account Type:  Checking  Savings  Other

All information I have provided herein is true and accurate. By signing this application, the undersigned authorizes the above references, Bank(s), Trade References, and/or credit service companies or bureaus, to release information about the undersigned and/or Applicant to Heritage Cooperative and acknowledges having received a copy of Heritage Cooperative's Terms and Conditions and agree to be bound by said Terms and Conditions. Additionally, by signing below, Applicant agrees to be bound by all the terms set forth on Heritage Cooperative's invoices or monthly account statements. Customer agrees to all terms and condition on page 2 of this credit application.

\_\_\_\_\_  
 Signature Title Date

**Personal Guaranty**

In consideration of Heritage Cooperative extending credit to the above Applicant, the undersigned ("Guarantor") unconditionally guarantees payment to Heritage Cooperative for any and all obligations of Applicant arising or relating to Applicant's account, the Agreement and/or the products purchased, including all obligations now existing or hereafter arising. This Guarantee is unlimited in duration and amount. Guarantor agrees to be bound by the Terms and Conditions attached to this application. Guarantor waives presentment, demand for payment, notice of dishonor, and further waives all defenses under R.C. §1303.59 and §1303.70.

\_\_\_\_\_  
 Signature Print Name Name of Employer Date

OHIO LAWS AGAINST DISCRIMINATION REQUIRE THAT ALL CREDITORS MAKE CREDIT EQUALLY AVAILABLE TO ALL CREDITWORTHY CUSTOMERS AND THAT CREDIT REPORTING AGENCIES MAINTAIN SEPARATE CREDIT HISTORIES ON EACH INDIVIDUAL UPON REQUEST. THE OHIO CIVIL RIGHTS COMMISSION ADMINISTERS COMPLIANCE WITH THIS LAW.

### TERMS AND CONDITIONS

The following terms will govern your account with Heritage Cooperative (hereinafter referred to as "HERITAGE"):

1. **Purchases.** In the event your Application is approved, HERITAGE will grant you the right to purchase fuel; oil and other petroleum products; lubricants; solvents and antifreezes; equipment; livestock, pet, equine, farm & garden supplies; grain; agricultural products; and any other products and services offered by HERITAGE and/or transportation services, ("Products") from HERITAGE on account, and all such transactions between HERITAGE and you shall be subject to these terms ("Agreement"). Your account is limited to purchasing Products at HERITAGE outlets and you are not entitled to use your account in any other manner including, without limitation, at any other vendor, to obtain cash advances or balance transfers. Your ability to purchase Products is personal and you cannot assign your rights under this account to any other party. You agree only to use your account for business, commercial or agricultural purposes. All prices for Products shall be set forth on HERITAGE's invoices and are based upon the price applicable on the date of delivery. You grant HERITAGE permission to fax prices for Products to your fax number provided. All purchases are made AS IS and WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, AND THERE ARE NO WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.
2. **Payment.** You agree to pay by EFT; or by cash, official and certified checks, or personal or corporate checks (no credit cards or debit cards will be accepted). All charges incurred by you are due and payable upon receipt of an invoice ("Due Date"). You do not have a right to defer payment of your account balance. All payments are to be made without deduction, set-off, or counterclaims. You are responsible for all taxes associated with the Products. Returned checks are subject to a \$30.00 NSF fee.
3. **Delivery.** All delivery dates are estimates and are not guaranteed. By requesting delivery of any Products, you authorize HERITAGE to enter your property to conduct all activities which are authorized or incidental to this Agreement. You agree to pay for all Products delivered to the location, regardless if you fail to sign a delivery ticket or invoice at the delivery location. Products are shipped FOB point of origin, and title to the Products shall pass to you upon the commencement of delivery of the Products. You agree that HERITAGE's invoices shall be conclusive of actual delivery and your receipt of all Products indicated on the invoice, unless you object in writing within ten (10) days of receiving the invoice.
4. **Late Fees.** Failure of commercial accounts to make payment within 15 days of the Due Date, will result in a late fee equal to 2.0% of your then outstanding balance for each month the balance remains unpaid. Failure to make payment within 30 days of the Due Date will result in a late fee equal to 2.0% of your then outstanding balance for each month (APR=24%) the balance remains unpaid for all accounts other than commercial accounts.
5. **Termination.** This account is subject to termination by HERITAGE at any time.
6. **Governing Law and Jury Waiver.** This Agreement shall be interpreted under the laws of Ohio and the parties stipulate that this Agreement came into existence in Tuscarawas County, Ohio. The parties agree that any lawsuits relating to or arising out of this Agreement, any purchases on account, or the Products, will be venued exclusively in Tuscarawas County, Ohio. HERITAGE and you hereby voluntarily agree to waive any rights and/or constitutional right to a trial by jury.
7. **Recovery of Legal Fees and Costs.** In the event it becomes necessary for HERITAGE to initiate collection activities, including, but not limited to, filing a lawsuit to enforce any of the terms of this Agreement, or to collect any unpaid balance, HERITAGE shall be entitled to recover its collection costs, including, but not limited to, its reasonable attorney fees and costs incurred in any lawsuit.
8. **Security Interest.** Until the Products are paid for, you grant HERITAGE a security interest in all Products provided by HERITAGE regardless if such is commingled with other goods.
9. **Credit Approval; Credit Limit.** All sales of Products are subject at all times to credit approval by HERITAGE. HERITAGE further reserves the right to increase or decrease your credit limit or to revoke your credit at any time without notice. You have no right to exceed the limit and remain liable for any charges incurred in excess of your limit. All sales are final and there are no returns.
10. **Miscellaneous.** This Agreement shall be binding upon and inure to the benefit of the parties, their successors, heirs, executors, representatives, and assigns. This Agreement states the entire agreement between the parties and neither party shall be bound by any stipulations, representations, agreement or promises, oral or otherwise, not contained in this Agreement. If any term or provision of this Agreement is held to be invalid, void, or unenforceable, the remainder of the Agreement shall remain in full force and effect. In no event will your purchase order or other documents modify the terms of this Agreement whether any such terms conflict, supplement, do not conflict, or add to this Agreement, and any such terms shall be considered material deviations from this Agreement. All remedies provided to HERITAGE are in addition to its rights at law. No action or suit to enforce your rights or remedies arising from any sale shall be commenced later than one year from the date of receiving the Products at issue.

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