



Application for Hills Open Account credit  
Phone:803.658-0200 Fax:803.233.4482  
email: HMCreditApp@hillsmachinery.com

General Information: Please print or type

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

Legal Business Name: \_\_\_\_\_

Physical Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Billing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Email Address: \_\_\_\_\_ Web address: \_\_\_\_\_

Phone No: \_\_\_\_\_ Fax No: \_\_\_\_\_

Description of business: \_\_\_\_\_ Business Start Date: \_\_\_\_\_ # Employees \_\_\_\_\_

Type of Business: ☐ Sole proprietorship ☐ Corporation ☐ General Partnership ☐ LLC ☐ Other

If incorporated, Date \_\_\_\_\_ State \_\_\_\_\_ If LLC Please attach Articles of Organization & Operating Agreement

Nature of business: ☐ Site prep ☐ Mining ☐ Farming ☐ Trucking ☐ Forestry ☐ Government  
☐ Landscaping ☐ Manufacturing ☐ Equip Rental House ☐ Equip Repair  
☐ Indust Repair ☐ Indust Contract ☐ Water/Sewer/Utility ☐ Heavy Equip ☐ Building Construction

Who would be the proper person to contact regarding machinery rentals/purchases?

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Phone#: \_\_\_\_\_

Has the business ever declared bankruptcy? ☐ yes ☐ no Are there any outstanding liens or judgements? ☐ yes ☐ no

Federal ID # \_\_\_\_\_ A/P Contact \_\_\_\_\_ Phone # \_\_\_\_\_

PO Required ☐ yes ☐ no Tax Exempt? ☐ yes ☐ no If yes, please attach

Bonding Company: \_\_\_\_\_ Contact: \_\_\_\_\_ Phone \_\_\_\_\_

Insurance Company: \_\_\_\_\_ Contact: \_\_\_\_\_ Phone# \_\_\_\_\_

**List Corporate Officers, Owners, Partners**

Name	Title	SSN
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**Personal information on owners/principals/guarantors:**

Name/Title: _____	DOB _____	SSN _____
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Home Address: _____	Phone# _____	% ownership _____
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Net Worth\$ _____	Annual Income\$ _____	Monthly House payment\$ _____
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Name/Title: _____	DOB _____	SSN _____
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Home Address: _____	Phone# _____	% ownership _____
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Net Worth\$ _____	Annual Income\$ _____	Monthly House payment\$ _____
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**Financial Information:**Bank, Finance Company, Contact, Phone#

1 \_\_\_\_\_ [ ] checking [ ] savings [ ] loan account # \_\_\_\_\_

2 \_\_\_\_\_ [ ] checking [ ] savings [ ] loan account # \_\_\_\_\_

**Trade References:**

Name of Supplier: City State Contact Phone # Fax #

1 \_\_\_\_\_

2 \_\_\_\_\_

3 \_\_\_\_\_

**Terms and Conditions of Credit**

I/We hereby make this application to Hills Machinery Company, LLC ("Hills") for credit. If credit is granted, I/we agree to pay all bills in accordance with the stated terms of the sale. I/We understand that terms may vary depending on the type of the purchase. If the purchase is for parts/service/rental on an open account, payment will be on or before the 30th day following the date of the invoice.

For an equipment purchase on an open account payment is due within 24 hours of invoice unless otherwise stated on the invoice. For installment sales contracts, payment is due in accordance with the terms of the contract. A service charge of 1.5% per month will be charged on all balances exceeding terms and this charge does not relieve me of my obligation to pay for purchase when due. I/We understand and agree that this interest is subject to adjustment by Hills, without further notice to the undersigned. Applicant and each other person signing this application, warrants that the information provided herein or in connection with this application is true and correct and authorizes Hills and/or any party which may provide credit to Applicant hereunder to obtain from banks, credit bureaus, and other creditors, all of which are hereby authorized to release any financial information concerning Applicant or other person (including personal; credit bureau reports) as such party may deem appropriate, and to share all such information with the other. I/We furthermore agree to hold free from liability all creditors and other persons who may respond to inquiries made by Hills. I/We understand that we must notify in writing and by certified mail any changes in the ownership, name of the business under which credit is established. I/We understand that our account privileges may be cancelled at any time at the discretion of Hills. If for any reasons the account has to be placed with an attorney for collection, Hills shall be entitled to reasonable attorney's fees plus all costs of collections including expenses. I/We agree jointly and severally to pay any and all sums that may become payable under this account for any sale or rental to the applicant or to any person with apparent authority to utilize this account. This is for commercial use.

NOTICE TO APPLICANT-DO NOT SIGN THIS AGREEMENT UNTIL YOU HAVE READ IT.

**IF CORPORATION: MUST HAVE SIGNATURE OF AUTHORIZED OFFICER; HERE AND BELOW****IF A PARTNERSHIP: MUST HAVE SIGNATURE OF ALL PARTNERS; HERE AND BELOW****IF INDIVIDUAL: MUST HAVE HAVE SIGNATURE OF INDIVIDUAL; HERE AND BELOW****Applicant's signature****Title**

FOR VALUE RECEIVED AND IN CONSIDERATION OF THE CREDIT HERETOFOR AND HERE-AFTER EXTENDED TO

Legal Business Name \_\_\_\_\_ ("Debtor")

by Hills Machinery Company, LLC ("Hills"), the undersigned, whether one or more, jointly, severally, and unconditionally as primary obligors, guarantee the full and prompt payment upon demand when due of all indebtedness now owing by Debtor to Hills; and the undersigned further agree that such guarantee is a continuing guarantee of all indebtedness of Debtor to Hills hereafter incurred during the existence hereof, and that it shall be conclusively presumed that all extensions of credit and financial accommodations by Hills to Debtor made concurrently herewith or hereafter were made in reliance upon this Guarantee Agreement. This guarantee shall continue until such time as the undersigned give written notice of termination by actual delivery hereof to Hills; provided, that such notice shall not be effective as the termination of this guarantee as to any indebtedness then owing to Hills by Debtor, but this guarantee shall continue as to any such indebtedness until the same is fully paid, discharged and satisfied. The Undersigned hereby waives notice of acceptance of this guaranty, notice of the accrual, renewal, and extension of Debtor's indebtedness and notice of Debtor's default. In the event Hills enforces this Guarantee by suit, or by claim in the probate or bankruptcy courts, Undersigned agree to pay Hills reasonable attorney's fees, as well as all costs incurred by Hills in connection with such enforcement. As used herein "indebtedness" means and includes every claim, demand, right and/or cause of action of every kind or character and all extensions and renewals thereof, whether arising by reason of sales of goods, merchandise or services on open account, promissory notes, interest, expressed or implied contracts, or tort, or any other matter, or whether constituting a joint or several, direct or indirect, primary or secondary, liability of Debtor to Hills. "Undersigned", means and includes every person executing this guarantee, his heirs, successors, executors and administrators. "Hills" means and includes Hills Machinery Company, LLC, corporate subsidiaries, its corporate successors, and in the event it assign all or any part of Debtor's indebtedness, then so far as the assigned portion thereof, its assigns. All obligations of the undersigned under this Guaranty are to be performed at the offices of Hills or by a designated agent in Columbia, SC.

EXECUTED EFFECTIVE This \_\_\_\_\_ day of \_\_\_\_\_, year \_\_\_\_\_

Guarantor- \_\_\_\_\_ An individual