



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 is 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 judgments? yes no

Federal ID # _____ A/P Contact _____ Phone # _____

PO Required yes no Tax Exempt? yes no If yes, please attach documentation.

Bonding Company: _____ Contact: _____ Phone _____

Insurance Company: _____ Contact: _____ Phone# _____

List Corporate Officers, Owners, Partners

Name Title SSN

Personal information on owners/principals/guarantors:

Name/Title: _____ DOB _____ SSN _____

Home Address: _____ Phone# _____ % Ownership _____

Net Worth\$ _____ Annual Income\$ _____ Monthly House Payment\$ _____

Name/Title: _____ DOB _____ SSN _____

Home Address: _____ Phone# _____ % Ownership _____

Net Worth\$ _____ Annual Income\$ _____ Monthly House Payment\$ _____

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