

# Credit Application to HYMMCO, L.L.C.

Remit to: 6666 Bay Road  
Saginaw, MI 48604  
Ph: 989-790-8001 Fx: 989-790-8015

Name of Business or Individual: \_\_\_\_\_  Individual  Subsidiary Corp.  
Address: \_\_\_\_\_  Corporation  Joint Venture  
 Partnership  L.L.C.  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ How long in business: \_\_\_\_\_ yrs.  
Office Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_  
Builders License #: \_\_\_\_\_ Federal ID #: \_\_\_\_\_

Product of desire: \_\_\_\_\_

Current Financial Statement Attached:  Yes  No Credit Limit Desired: \$ \_\_\_\_\_

## COMPANY OFFICERS, PARTNERS OR MEMBERS

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Social Security #: \_\_\_\_\_  
Home Phone #: \_\_\_\_\_ Fax: \_\_\_\_\_

If Subsidiary, Name of Parent Co.: \_\_\_\_\_

Address of Parent Co.: \_\_\_\_\_

Accounts Payable Contact for further information: \_\_\_\_\_

Name of Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone #: \_\_\_\_\_

## TRADE REFERENCES

Name: \_\_\_\_\_ Acct. #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Address: \_\_\_\_\_ Phone #: \_\_\_\_\_

Name: \_\_\_\_\_ Acct. #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Address: \_\_\_\_\_ Phone #: \_\_\_\_\_

Name: \_\_\_\_\_ Acct. #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Address: \_\_\_\_\_ Phone #: \_\_\_\_\_

## BANKING

Name: \_\_\_\_\_ Name of Office/Manager Handling Accts.: \_\_\_\_\_  
Address: \_\_\_\_\_ Fax #: \_\_\_\_\_

Checking  Loans

Name: \_\_\_\_\_ Name of Office/Manager Handling Accts.: \_\_\_\_\_

Address: \_\_\_\_\_ Fax #: \_\_\_\_\_

Checking  Loans

(Signing this Credit Application authorizes the above-listed references to release credit related information to Hymmco, L.L.C.)

## TERMS AND CONDITIONS OF SALE

**STATEMENT:** In consideration for an account being established with HYMMCO, Inc. ("HYMMCO") in which credit may be extended by HYMMCO, the undersigned agrees (1) that it will be paying either a cash price or a credit price as defined below; (2) that the information contained herein is being relied upon by HYMMCO for the establishment of an account and for the possible extension of credit; (3) that the undersigned agrees to all of the terms set forth in this document; (4) that the information stated by the undersigned is true and correct; and (5) that these terms shall be incorporated by reference into any sale or delivery made by HYMMCO to the undersigned regardless of the existence of a separately executed or issued contract, invoice or purchase order.

**CASH PRICE:** The terms of the undersigned's account with HYMMCO are that any labor and/or materials provided by HYMMCO will be invoiced at a cash price that is to be paid within 30 days of invoice.

**CREDIT PRICE:** The undersigned agrees that if it does not make payment on its account by paying the cash price as described above, then the undersigned has agreed to pay a credit price for the labor and/or materials provided by HYMMCO. The credit price consists of the cash price plus an additional 1-1/2% per month time price differential charge that will begin to accrue 30 days after invoice. The undersigned agrees and understands that the time price differential charge is a flexible price factor employed to reflect HYMMCO's increased costs when its bills are not paid promptly and is an integral part of the cost of each transaction between the undersigned and HYMMCO.

**DISCONTINUANCE OF SALES OR DELIVERIES:** In the event that payment is not received according to the cash price terms stated in this agreement, the undersigned understands and agrees that HYMMCO, at its sole option and discretion, at any time, may close and/or require payment in full on the undersigned's account and that HYMMCO may discontinue its sales or deliveries for so long as those non-payment conditions shall continue. In addition, the undersigned shall be responsible and obligated to pay all costs, reasonable attorney fees, and other expenses incurred by HYMMCO in the collection and liquidation of the undersigned's past due debt.

**LIENS:** The undersigned, as an inducement to HYMMCO to sell and deliver the items agreed upon, hereby expressly represents to HYMMCO that the undersigned has not done and will not do, either directly or indirectly, anything whatsoever which has, or will have, the effect of releasing, waiving, or surrendering the lien or payment bond rights of HYMMCO to the property to be improved. No waiver of lien or release of bond claim for materials and/or labor provided shall be required of HYMMCO until the same shall have been fully paid for. Upon request by HYMMCO, the undersigned shall be obligated to immediately furnish HYMMCO with all necessary legal descriptions and all other relevant information necessary for HYMMCO to perfect its lien and/or bond rights. The undersigned agrees to pay for all court costs, recording fees, all attorney fees, and other expenses incurred by HYMMCO in securing HYMMCO's lien/bond rights, and/or in the course of collecting any amount owed by the undersigned, and/or in the event of default by the undersigned to pay according to the terms stated in this document.

Dated: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Applicant (Complete Name of Company)

Its: \_\_\_\_\_

### ALL COMPANY AND/OR PARTNERSHIP APPLICATIONS REQUIRE A GUARANTOR SIGNATURE.

**GUARANTY AGREEMENT:** In consideration of the terms stated herein and the extension of credit granted by HYMMCO the undersigned does hereby unconditionally guaranty payment of whatever amount the applicant shall at any time owe to HYMMCO on account of labor and/or materials hereafter provided, whether the indebtedness is in the form of notes, bills, or open account. This shall be an open and continuing guaranty and shall continue in force notwithstanding any change in the form of indebtedness, or renewal(s) or extension(s) granted by HYMMCO. The undersigned guarantor further agrees to pay all expenses, including court costs and attorney fees, paid or incurred in the collection of any and all amounts owed it by the credit applicant and/or in enforcing this guaranty agreement. This guaranty of collection and payment shall be a continuing, absolute and unconditional guaranty and shall be enforceable by HYMMCO, its successors or assigns. All diligence in collection and all requirements of presentment, demand, protest and/or notice as to any one or every one, of dishonor and default and of non-payment and of the creation and existence of any and all guaranteed debts and of any and all extensions of credit and indulgence hereunder, are expressly waived. The liability of the undersigned guarantor shall be joint and several to that of the applicant. Payment from the guarantor of monies due and owing as a result of this guaranty agreement shall be due upon demand by HYMMCO, without first being required to attempt collection from the applicant.

\_\_\_\_\_  
Guarantor Signature and Date

\_\_\_\_\_  
Printed Name of Guarantor