

Business Information

Type of Ownership

Partnership Corporation Proprietorship LLC

Business Name _____
(HEREIN REFERRED TO AS "APPLICANT" IN THIS APPLICATION)

Address _____

City State Zip

Phone _____ Fax _____

Cell Phone _____ Email _____

Would you like your invoices e-mailed to you?

If so list the address: _____

Amount of Credit Desired \$ _____

Year Business Started _____

If Tax Exempt - Attach Certificate Attached

Do You Issue a Purchase Order Yes No

Person to Contact Regarding Accounts Payable: _____

A/P Phone _____ A/P E-Mail _____

Owners and/or Officers Information:

Name _____ Title _____

SSN # _____

Address _____

City _____ State _____ Zip _____

Date of Birth _____ Driver's License # _____

Name _____ Title _____

SSN # _____

Address _____

City _____ State _____ Zip _____

Date of Birth _____ Driver's License # _____

Trade References:

Name _____

City & State _____

Phone _____ Fax _____

Name _____

City & State _____

Phone _____ Fax _____

Name _____

City & State _____

Phone _____ Fax _____

Agreement:

Applicant authorizes all persons, institutions, organizations, companies and credit reporting agencies to furnish all pertinent information, including commercial and consumer credit reports, requested from time to time by Heely Brown Company. The undersigned and Applicant, if different, each warrant that the information given is true and no unfavorable information has been omitted. The extension of credit hereunder, the amount of credit and the cancellation or reduction of credit shall be within the sole discretion of Heely Brown Company. Applicant agrees to be bound by Heely Brown Company's Terms of Sale and Guaranty and acknowledges receipt of same. Each undersigned individual who is either a partner of the Applicant as credit applicant or a sole proprietorship of the credit applicant, recognizing that his or her individual credit history may be a factor in the evaluation of the credit history of the Applicant, hereby consents for and authorizes Heely Brown Company to obtain and use consumer credit reports for each undersigned individual, from time to time as may be needed, to evaluate the credit of Applicant.

Sign here (acknowledges & agrees to be bound by attached terms & guaranty)

Signature _____ Date _____

Print _____

Your Personal Guaranty

Continuing Guaranty

I (we) the undersigned understand that the information furnished you is for the purpose of obtaining credit from your company, that I am (we are) authorized, in my (our) capacity, to bind my (our) company accordingly. I (we) the undersigned, hereinafter referred to as guarantors, do jointly, severally, and unconditionally guarantee and promise to promptly pay when due any and all indebtedness of Applicant to Heely Brown Company, together with any late payment charge that may accrue thereon, regardless of how such indebtedness is incurred, whether such indebtedness is direct or indirect, absolute or contingent, due or to become due, or exists now or arises hereafter. In addition, the Guarantor(s) agree to pay all costs of collection, legal expenses and attorney's fees paid or incurred by Heely Brown Company in the collection of Applicant's indebtedness and in enforcing this Continuing Guaranty. The foregoing indebtedness, principal, interest, costs, expenses and fees are hereinafter called the "Indebtedness." Each undersigned guarantor agrees to be bound by Heely Brown's Terms and Conditions of Continuing Guaranty. Each undersigned personal guarantor, recognizing that his or her individual credit history may be a necessary factor in the evaluation of this Continuing Guaranty, hereby consents for and authorizes Heely Brown Company to obtain and use consumer credit reports for each undersigned, from time to time as may be needed to evaluate the credit of the Applicant and/or the undersigned.

Guarantors sign here

Complete Legal Signature _____

Name _____
First Middle Last

Home Address _____

City State Zip

Phone _____ SSN # _____

Complete Legal Signature _____

Name _____
First Middle Last

Home Address _____

City State Zip

Phone _____ SSN # _____

Heely Brown Company, Inc. Credit Application

A. HEELY BROWN COMPANY, INC. TERMS OF SALE

1. APPLICANT AGREES THAT ALL INVOICES ARE DUE IN FULL ON THE DUE DATE POSTED ON THE INVOICE. IT IS UNDERSTOOD THAT THE ALLOWABLE CASH DISCOUNT (IF ANY) IS POSTED ON EACH INVOICE AND NO DISCOUNT WILL BE ALLOWED AFTER THE DISCOUNT DATE POSTED ON THE INVOICE. NO DISCOUNT WILL BE ALLOWED IF ANY BALANCES ARE PAST DUE. A SERVICE CHARGE OF 1.00% OR 50 CENT MINIMUM WILL BE IMPOSED ON ALL PAST DUE INVOICES. PAST DUE ACCOUNTS WILL BE SUBJECT TO CREDIT HOLD (SUSPENSION).
2. NO SALES TAX EXEMPTION IS ALLOWABLE UNTIL THE APPLICANT FURNISHES TO HEELY-BROWN A SALES TAX CERTIFICATE OF EXEMPTION IN SUCH FORM AS IS PROPER IN THE JURISDICTION FROM WHICH THE EXEMPTION WAS GRANTED.
3. THE APPLICANT AGREES THAT SHOULD LEGAL PROCEEDING BE INSTITUTED TO COLLECT ANY SUMS DUE FOR CREDIT EXTENDED, THE UNDERSIGNED WILL PAY ALL COSTS, EXPENSES, INTEREST, AND ATTORNEY'S FEES INCURRED BY HEELY-BROWN IN ENFORCING THE ABILITY OF THE UNDERSIGNED ON THIS APPLICATION.
4. APPLICANT AGREES TO PROVIDE SELLER WITH NO LESS THAN THIRTY DAYS PRIOR WRITTEN NOTICE BY CERTIFIED OR REGISTERED MAIL OF ANY CHANGE IN APPLICANT'S NAME, ADDRESS, OWNERSHIP, OR FORM OF BUSINESS ENTITY.
5. ALL INFORMATION GIVEN IN THIS APPLICATION ARE TRUE AND CORRECT AND GIVEN BY APPLICANT IN ORDER TO INDUCE THE EXTENSION OF CREDIT TO THE APPLICANT AND GUARANTORS SIGNING THIS APPLICATION OF CREDIT. APPLICANT RECOGNIZE AND AGREE TO EACH AND EVERY TERM AND CONDITION CONTAINED HEREON, AND TO ABIDE THE TERMS AND CONDITIONS SET FORTH IN THE ENTIRETY OF THIS FORM.
6. APPLICANT AUTHORIZES ALL PERSONS, INSTITUTIONS, ORGANIZATIONS, COMPANIES AND CREDIT REPORTING AGENCIES TO FURNISH ANY AND ALL PERTINENT INFORMATION, INCLUDING COMMERCIAL AND CONSUMER CREDIT REPORTS REQUESTED BY HEELY BROWN COMPANY, INC.

B. AGREEMENT OF INDIVIDUAL PERSONAL GUARANTY

IN CONSIDERATION FOR THE EXTENSION OF CREDIT TO APPLICANT COVENANTS AND AGREES TO PAY ALL SUMS, ACCOUNTS, DEBTS AND OBLIGATIONS THAT MAY NOW BE DUE OR MAY HEREAFTER BECOME DUE TO YOU FROM APPLICANT. OUR OBLIGATION TO MAKE PAYMENT TO YOU SHALL ARISE IMMEDIATELY IN SUCH AMOUNT OR AMOUNTS AS ARE OR BECOME DUE. APPLICANT HEREBY WAIVE NOTICE OF ACCEPTANCE BY YOU OF THIS AGREEMENT BY US, AND WE ALSO WAIVE NOTICE BY YOU OF ANY DEFAULT OF APPLICANT AND DO NOT REQUIRE THAT YOU MAKE ANY DEMAND UPON APPLICANT. ANY INDULGENCES, EXTENSIONS, SETTLEMENTS, AND ADJUSTMENTS OF TIME OR MODIFICATION OF TERMS, AGREEMENTS OR OF OBLIGATIONS WHICH YOU MAY GRANT TO APPLICANT SHALL NOT RELIEVE US OF OUR OBLIGATION HEREIN SET FORTH AND WE WAIVE THE RIGHT TO RECEIVE ANY NOTICE THEREOF. WE WAIVE THE RIGHT TO DEMAND ENFORCEMENT AGAINST APPLICANT. WE SHALL ALSO BE RELIEVED OF OBLIGATION HEREUNDER IF YOU SHALL ACCEPT CHECKS, PROMISSORY NOTES, BILLS OF EXCHANGE OR OTHER EVIDENCE OF INDEBTEDNESS FROM APPLICANT ON ACCOUNT TO SUMS DUE YOU, WITH OR WITHOUT NOTICE TO US, BUT OUR OBLIGATION TO MAKE PAYMENT TO YOU SHALL ALSO INCLUDE THE AMOUNTS OF SUCH CHECKS, PROMISSORY NOTES, BILLS OF EXCHANGE OR OTHER EVIDENCES OF INDEBTEDNESS RECEIVED BY YOU, IF THE SAME ARE NOT PAID PROMPTLY WHEN DUE. YOUR RIGHTS TO ENFORCE THIS AGREEMENT BY US SHALL NOT BE DIMINISHED IF YOU RECEIVE OR ACCEPT ANY SECURITY FROM APPLICANT FOR ANY AMOUNTS DUE YOU, AND OUR GUARANTY OBLIGATION IS NOT WAIVED BY YOUR ELECTION TO PURSUE OR NOT PURSUE COLLECTION AGAINST SUCH SECURITY. LEGAL ACTION, EFFORTS TO COLLECT AMOUNTS DUE TO YOU, OR JUDGMENT AGAINST APPLICANT SHALL NOT BE A CONDITION PRECEDENT TO YOUR ENFORCEMENT OR OUR OBLIGATION HEREUNDER, AS OUR OBLIGATION HEREUNDER IS PRIMARY AND YOU MAY ENFORCE THIS OBLIGATION AGAINST US EITHER SEPARATELY OR JOINTLY WITH THE OBLIGATION OF APPLICANT. APPLICANT EXPRESSLY AGREES THAT IT SHALL BE LIABLE AND PAY ALL ATTORNEYS' FEES, COLLECTION COST AND COURT FEES, AND ANY OTHER EXPENSES, WHETHER OR NOT INCURRED IN CONNECTION WITH LITIGATION, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES AND COST ASSOCIATED WITH THE ENFORCEMENT OF ANY OF THE TERMS OF THIS APPLICATION AND ATTORNEYS' FEES AND COST RESULTING FROM A DEFAULT UNDER THIS APPLICATION. THIS AGREEMENT IS A CONTINUING AGREEMENT AND SHALL CONTINUE IN EFFECT WITH RESPECT TO ALL OBLIGATIONS OF APPLICANT ARISING FROM TRANSACTIONS WHICH OCCUR PRIOR TO RECEIPT BY YOU OF NOTICE IN WRITING FROM US OF OUR TERMINATION OF THIS AGREEMENT, AND IT IS UNDERSTOOD THAT ALL QUESTIONS REGARDING THE VALIDITY, APPLICATION OR INTERPRETATION OF THIS AGREEMENT SHALL BE DETERMINED ACCORDING TO THE LAW. WE FURTHER AGREE THAT SHOULD ANY PORTION OF THIS AGREEMENT BE DECLARED INVALID, THE REMAINING PORTIONS SHALL REMAIN IN FULL FORCE AND EFFECT ACCORDING TO LAW. IF MORE THAN ONE OF US SIGNS THIS INSTRUMENT, THIS ENTIRE OBLIGATION SHALL BE BINDING ON EACH OF US, AND MAY BE ENFORCED JOINTLY OR SEVERALLY AGAINST US.

DELIVERY/RECEIPT – ANY SIGNED DOCUMENT TRANSMITTED BY FACSIMILE MACHINE (FAX) OR E-MAIL SHALL BE TREATED IN ALL MANNER AND RESPECT AS AN ORIGINAL DOCUMENT, AND THE SIGNATURE OF ANY PARTY UPON A DOCUMENT TRANSMITTED BY FAX OR EMAIL SHALL BE CONSIDERED AN ORIGINAL SIGNATURE

INITIAL _____