

**HILLS MATERIALS COMPANY
(Hereinafter Referred To As "OMG")
APPLICATION FOR CREDIT (1099)**

NOTE: Failure to sign application or fill it out completely will cause a delay in processing. Date: _____

1) Individual Business Name _____ d/b/a or Trade Style _____
 Fed. Tax ID No. or Social Security No. _____

Address (Mailing) _____ / _____ / _____

Address (Physical) _____ / _____ / _____
 City State Zip

Phone: _____ Fax: _____ Cellular Phone: _____ E-Mail: _____

IF AN INDIVIDUAL AND NOT A BUSINESS, FILL IN CREDIT LIMIT REQUEST AND SKIP TO NO. 4.

2) If a business, how long have you operated under this name? _____

Contractors License No. _____

State Sales Tax No. _____

City Sales Tax No. _____

Type of Business _____

Corporate parent's name, if any? _____

CHECK ONE:

Individual

Partnership

Corporation

Other (explain)

CREDIT LIMIT
REQUESTED

\$ _____

3) If a business, OWNERS, PARTNERS, OR OFFICERS:

a. Name: _____ Title _____ Soc. Sec. # _____

Home Address: _____ Home Phone _____

b. Name: _____ Title _____ Soc. Sec. # _____

Home Address: _____ Home Phone _____

c. Name: _____ Title _____ Soc. Sec. # _____

Home Address: _____ Home Phone _____

Current local material or asphalt supplier: Name: _____

Address: _____ Phone: (____) ____ - _____

(Street/City/State/Zip Code)

Fax: (____) ____ - _____

Other business references: Name: _____

Address: _____ Phone: (____) ____ - _____

(Street/City/State/Zip Code)

Fax: (____) ____ - _____

Name: _____

Address: _____ Phone: (____) ____ - _____

(Street/City/State/Zip Code)

Fax: (____) ____ - _____

Name: _____

Address: _____ Phone: (____) ____ - _____

(Street/City/State/Zip Code)

Fax: (____) ____ - _____

4) **Bank** _____ Branch _____ Phone: (____) ____ - _____

Checking Acct. # _____ **Bank Officer** _____

Bank _____ Branch _____ Phone: (____) ____ - _____

Savings Acct. # _____ **Bank Officer** _____

5) Have you (individual) or any officer (corporation) ever had an account with any OMG company before? _____. If so, when?

_____. If so, under what name? _____

Have you or any officer, within the past ten (10) years, filed personal or corporate bankruptcy? _____. If so, when? _____

If so, under what name? _____

Has the applicant, if a business, ever been in business under any other name? _____. If so, under what name? _____

Initial projects to be supplied on credit:

1. _____
Project Name Project Address Source of Project Funding

2. _____

*****Please attach year end financial statement for credit requests of \$25,000.00 and over.*****

OMG OFFICE USE ONLY		
APPLICATION REVIEWED BY	APPLICATION ACCEPTED AND APPROVED BY	
INITIAL CREDIT LIMIT ESTABLISHED	POSITION OF APPROVER	DATE APPROVED
SUBSEQUENT ADJUSTMENTS TO CREDIT LIMIT		
NEW CREDIT LIMIT	APPROVED	DATE
NEW CREDIT LIMIT	APPROVED	DATE

TERMS AND CONDITIONS:

1. **Authorization for Credit Review**-Applicant hereby authorizes OMG to obtain any and all information it deems necessary from any and all sources or references listed on this Application for Credit and from any credit bureau, creditors of Applicant, trade references, banks or other financial institutions. Applicant further authorizes each of such sources, references, credit bureaus, creditors, banks and financial institutions to supply OMG such information as OMG deems necessary to assist it in its consideration of this Application.
2. **Payment Terms**- If this Application is accepted, Applicant agrees to pay in full the invoice price of all purchases now or hereafter made from OMG promptly when due according to the terms set forth on each invoice. If the total invoice price is not paid in full on or before the due date, Applicant agrees to pay interest on the unpaid delinquent balance. This interest will be calculated at the rate of one and one-half percent (1½%) per month (annual percentage rate 18%) or the maximum rate allowed by law, whichever is less. If Applicant should fail to fulfill any of its obligations under this Agreement, or if OMG in good faith deems itself insecure because the prospect for payment is impaired or the prospect of performance of any provision of this Agreement is impaired, or if a default occurs for any other reason provided in this Agreement, then OMG, at its option and without notice, may declare the entire unpaid balance owed by Applicant under this Agreement to be immediately due and payable, or terminate the credit privileges of Applicant under this Agreement, or both. Applicant agrees to pay in full all costs and expenses incurred by OMG in collecting the amounts owed by Applicant under this Agreement, including any and all court costs and attorneys' fees. Payments received will be applied against open items on unpaid invoices in an order and sequence determined by OMG in its sole discretion.
3. **Venue in Litigation**-Applicant acknowledges that all billings, accounts receivable, and credit functions of OMG are processed through its division office. Therefore, in the event of litigation between Applicant and OMG, the lawsuit or action, at the sole option of OMG, shall take place in the courts located within the same county in which OMG's division office is located, Applicant hereby waives its right to litigate in any other county.
4. **Default**-The occurrence of any of the following events shall constitute a default under this Agreement:
 - (a) Applicant fails to fulfill any obligation of this Agreement or to perform, or rectify the breach of any warranty or other undertaking by Applicant in this Agreement;
 - (b) Applicant or a guarantor of Applicant's indebtedness under this Agreement, dies, terminates existence, abandons its business, becomes insolvent, bankrupt, becomes subject to receivership, insolvency, or similar proceedings, or makes an assignment for the benefit of creditors;
 - (c) Any information or other representations now or hereafter made or furnished to OMG by Applicant or at Applicant's request or instructions is, or is believed in good faith by OMG to be, inaccurate, incomplete, or false in any material respect;
 - (d) Applicant violates or breaches any provision of this Agreement;
 - (e) Any Collateral which is security for Applicant's indebtedness under this Agreement is lost, suffers material damage or destruction, is levied upon, becomes subject to a receivership, or cannot be located within five days after OMG demands to inspect the same;
 - (f) Any other event which causes OMG, in good faith, to deem itself insecure or to believe that the prospect of performance of any provision of this Agreement by Applicant is impaired.
5. **Sales and Use Tax**-Applicant agrees, that in the event OMG is required to pay sales, transaction privilege, or use taxes to the taxing authority of any State or political subdivision thereof in connection with any sale of tangible personal property or other items or materials to Applicant, Applicant will, upon demand, reimburse, indemnify and hold harmless OMG for the amount of any such tax paid, and for the amount of all costs or attorneys' fees incurred by OMG in contesting such tax.
6. **Waiver**-OMG may, at its option, permit Applicant to remedy any default under this Agreement without waiving the default so remedied or any other subsequent or prior default by Applicant, Applicant waives notice of default of this Agreement and waives presentment, demand, protest and notice of dishonor as to any instrument.
7. **Binding Agreement**-This Agreement shall inure to the benefit of the successors and assigns of OMG, and shall be binding upon Applicant's heirs, legatees, devisees, personal representatives, successors and assigns.
8. **Corporate Authority and Liability**-Applicant warrants and represents that it has authority to enter into this Agreement and that any person signing this Agreement has been duly authorized to execute this Agreement for and on behalf of Applicant. If Applicant is not a corporation, Applicant acknowledges that OMG is relying upon the creditworthiness and financial ability of the owner or owners of Applicant and upon the business name of Applicant; therefore, in the event Applicant subsequently incorporates, the owner or owners of Applicant shall be liable to OMG for all indebtedness of Applicant then existing and thereafter incurred, until such time as the corporate entity's credit application is accepted and approved by OMG.
9. **Accuracy of Information**-Applicant certifies that any and all information now or hereafter supplied to OMG by Applicant, or at Applicant's request or instruction, is both accurate and complete, and Applicant will, upon request, establish the accuracy and completeness of any such information. Applicant shall promptly notify OMG if Applicant should change its name or begin to do business under any other name. Applicant shall promptly notify OMG if he should incorporate this business at any time subsequent to the date of this application.
10. **Provisions of Information**-Applicant is required to provide OMG upon request information regarding bonding companies, general contractors, or owners for the purpose of filing preliminary notices, claims on payment bonds, or mechanics and materialmen's liens.
11. **Modification of Terms**-The terms of this Agreement may be modified or amended by OMG at any time upon thirty (30) days notice to Applicant in the invoices, or otherwise.
12. **Additional Provisions**-the rights and remedies of OMG stated in this Agreement are cumulative and are in addition to any other rights or remedies provided by law. The laws of the State in which OMG's Division Office is located shall govern the interpretation of this Agreement. This Agreement shall not be binding upon OMG or inure to the benefit of Applicant until written acceptance by OMG.

Applicant has read and hereby agrees to the terms and conditions listed above and on the reverse side of this Application for Credit.

WITNESSED:

	Company or Individual Name
Name	Authorized Signature (Must be owner, partner or officer of corporation)
Address	Printed or Typed Name of Signer
	Company Position Held by Signer (If a Business)