



WESTERN HYDRO

P.O. BOX 80610 • BILLINGS, MT 59108 • TEL: (888) 584-8660 • FAX: (406) 256-0278

INTERNAL USE

Western Hydro Branch: _____

Western Hydro Acct #: _____

Sales Representative: _____

Type: _____ Date: _____

ACCOUNT APPLICATION / CREDIT POLICY & AGREEMENT

COMPANY NAME		DATE
MAILING ADDRESS		COUNTY
CITY	STATE	ZIP
SHIPPING ADDRESS		COUNTY
CITY	STATE	ZIP
PHONE: OFFICE	FAX	OWNER EMAIL
CELL	ACCOUNTING EMAIL	
INVOICES EMAILED? YES / NO STATEMENTS EMAILED? YES / NO		
OWNERSHIP <input type="checkbox"/> CORPORATION <input type="checkbox"/> LLC <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> INDIVIDUAL		
Federal Tax ID # (Business ID) _____		<input type="checkbox"/> Credit Amount Desired \$ _____ <input type="checkbox"/> COD
FULL NAME OF OWNER(S) OR OFFICERS ("PRINCIPALS"):		
NAME	TITLE	SOCIAL SECURITY NUMBER

BANK INFORMATION			
NAME OF BANK		BRANCH	
ADDRESS	CITY	STATE	ZIP
TELEPHONE	OFFICER	ACCOUNT #	

REFERENCES OF CURRENT SUPPLIERS NOW EXTENDING CREDIT			
NAME	CITY / STATE / ZIP	PHONE	FAX
SUPPLIER			
SUPPLIER			
SUPPLIER			

GENERAL INFORMATION	
DESCRIBE TYPE OF BUSINESS AND WORK PERFORMED	ARE PURCHASE ORDERS REQUIRED? <input type="checkbox"/> YES <input type="checkbox"/> NO
DATE BUSINESS STARTED	
SALES TAX EXEMPT? YES / NO (If yes, please attach a copy of the certificate and indicate #)	TAX RESALE NUMBER IS:

NOTE: Must have valid exemption certificate. Taxes will be charged until certificate in-house.

****NOTE - SIGNATURE IS REQUIRED ON THE REVERSE SIDE OF THIS APPLICATION****

**WESTERN HYDRO
CREDIT AGREEMENT AND PERSONAL GUARANTEE**

The following constitutes Western Hydro's (WH) credit policy. In consideration of extension of credit, the undersigned Customer and Personal Guarantor(s) hereby agree to payment of the account according to the following conditions:

1. All accounts are net due the 30th day of the month following purchase. To qualify for any cash discounts which may be in effect, payment on account must be received by WH on or before the 10th day of the month following the purchase.
2. A service charge of 2% per month (24% annually) will be assessed on any past due account. Any account 60 days past due can be placed on C.O.D. until the account is current and any account on C.O.D. will not be entitled to any cash discount until the account is current.
3. **WARRANTIES ARE LIMITED TO MANUFACTURER'S WARRANTIES, IF ANY. WH WILL PROVIDE COPIES OF ANY MANUFACTURER'S WARRANTIES COVERING ANY PRODUCT SOLD. IN THE EVENT OF A WARRANTY CLAIM, CUSTOMER'S SOLE RIGHT IS TO MAKE A CLAIM UNDER THE MANUFACTURER'S WARRANTY. WH MAKES NO WARRANTIES WHATSOEVER REGARDING PRODUCTS SOLD OR COMPONENTS CONTAINED THEREIN. WH EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR USE. WH SHALL NOT BE LIABLE FOR ANY CLAIM FOR CONSEQUENTIAL, INCIDENTAL OR CONTINGENT DAMAGES IN CONNECTION WITH THE PRODUCTS SOLD.**
4. Customer and Personal Guarantor(s) represent the information provided is complete, true and correct and they authorize WH to verify said information with banks and trade references and to make any and all additional credit inquiries it deems necessary, including but not limited to the utilization of outside credit reporting services. WH is authorized to verify and check credit at the time of extension of credit or at any time during the continuation of business credit.
5. **PERSONAL GUARANTEE: If Customer is a business entity, the individual(s) signing below as Authorized Signature for that business entity agree to be Personal Guarantor(s) and to personally guarantee performance of this agreement. Personal Guarantor(s) acknowledge this guarantee is given for and in consideration of WH extending credit to Customer at Personal Guarantor(s)'s request and is given to induce WH to extend such credit. Personal Guarantor(s), separately or jointly, unconditionally personally guarantee and promise to WH payment in full of any obligation of the Customer to WH on demand whenever due. Personal Guarantor(s) authorize WH to use a non-business consumer credit report on the Personal Guarantor(s) in connection with the extension of business credit. The Personal Guarantor(s) individually consents to the use of such credit report consistent with the Federal Fair Credit Reporting Act. The guarantee of payment is no way conditioned upon any attempt to collect from the Customer. This guarantee is a continuing and irrevocable guarantee for the indebtedness of the Customer. This guarantee shall in no way be affected or diminished by reason of any extension of time, renewal, or other accommodation that may be granted to the Customer by WH, and Personal Guarantor(s) hereby expressly consent to such modifications, extensions, and renewals. Personal Guarantor(s) hereby waive acceptance, nonpayment, notice of default or any notice whatsoever.**
6. If the account is turned over to any attorney for collection, the undersigned Customer and Personal Guarantor(s) agree they will be responsible for the costs of collection, including reasonable attorney's fees and costs. In the event of suit to collect any balance due, the undersigned Customer and Personal Guarantor(s) also agree that venue and jurisdiction shall be in Yellowstone County, Montana and the undersigned Customer and Personal Guarantor(s) consent to personal jurisdiction in Montana.

This agreement may be executed by faxed or electronic signature and such shall be binding upon the parties the same as original execution.

I HAVE READ AND FULLY UNDERSTAND AND AGREE TO THE ABOVE.

Printed Name of Customer

Date

Authorized Signature and Individual Personal Guarantee

Printed Name of Customer

Date

Authorized Signature and Individual Personal Guarantee

Married___ Single___