



Hydra Service, Inc.

SPECIALIST IN FLUID MOVEMENT

2104 Hwy 160
Warrior, AL 35180
Phone: (205) 647-5326
Fax: (205) 647-2736
(Corporate Office)

23304 McAuliffe Drive
Robertsdale, Al 36567
Phone: (251) 947-5006
Fax: (251) 947-5105

4381 Hwy 80
Pelahatchie, MS 39145
Phone: (601) 854-5502
Fax: (601) 854-5504

CREDIT APPLICATION AND AGREEMENT

Please fax completed credit application to 205-647-2736 or email to robin@hydraservice.net or acctsrc@hydraservice.net

Office use only
App. By _____
Salesman: _____
Credit Limit : _____

I. APPLICANT INFORMATION:	State and date of Registration or Incorporation: _____ Date _____ State _____	
	Business Name: _____	Tax Rate: _____ PO #'s Required? : Y or N
DBA: _____	Legal Entity <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> L.L.C. <input type="checkbox"/> Trust	
Address _____	City _____	Fed Tax I.D. # _____
County _____	Telephone () _____	S.S.N. _____
Mailing Address (if different) _____	City _____	State _____ Zip _____
Shipping Address (if different) _____	City _____	State _____ Zip _____
Email Address: _____	Duns Number (if applicable): _____	
Is Applicant tax exempt? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, a tax-exempt certificate must accompany this application.		

ALL OWNERS, PRINCIPALS, PARTNERS (LIMITED AND GENERAL), OFFICERS OR MEMBERS			
Name	Title	Address	Social Security #

II. BUSINESS INFORMATION:

Number of years in business under current ownership _____ Date of last financial statement _____

Name of similar or related businesses in which you have or had any interest within the last 5 years.

Name	State	Status: Active; Inactive; Insolvent

III. CREDIT INFORMATION

A. BANK REFERENCES

Bank Name/Address	Telephone #	Fax #	Contact

Company Name: _____

HISTORY

Is or has the Applicant or any owner, principal, officer, or any member been subject to any Judgments, Collections, Liens, or Unpaid Taxes within the last 7 years?

Yes No If yes, give details: _____

Is there any Bankruptcy or Receivership related to this or previous company or business owned, controlled, operated, or any interest?

Yes No If yes, when? _____ Disposition? _____

MAJOR SUPPLIERS (Trade references)

Name	Mailing Address or Fax #	Telephone

IV. CREDIT REQUEST: LIMIT: \$ _____ TERMS: NET 30

V. SALES TERMS AND CREDIT AGREEMENT

All sales made by Hydra Service, Inc. (collectively referred to as "Hydra Service, Inc.") to Applicant are due and payable upon delivery whether to Applicant or to an applicator on behalf of Applicant, except for sales on accounts which have established a credit relationship with Hydra Service, Inc. ("Credit Sales"). Unless other written documents signed by Hydra Service, Inc. state otherwise, all Credit Sales are due and payable in full by the due date according to the terms of sale specified on the invoice. No terms or conditions of any sale different from Hydra Service, Inc. terms of sale will become part of any agreement unless approved in writing by Hydra Service, Inc. Upon Hydra Service, Inc. approval, Hydra Service, Inc. will assign Applicant a maximum credit amount ("Credit Limit"). Applicant agrees to provide Hydra Service, Inc. with a current financial statement, upon Hydra Service, Inc.'s request, which Applicant represents accurately states Applicant's financial condition as of the date of such financial statement and Applicant understands that Hydra Service, Inc. will rely on the accuracy of the financial information in deciding to extend credit and set a Credit Limit. Should the account balance exceed any established Credit Limit, liability for payment additionally extends to the entire balance. Hydra Service, Inc. has the right to reduce the Credit Limit and/or withdraw Applicant credit under this Credit Agreement at any time without prior notice, except as otherwise provided by law. Hydra Service, Inc. reserves the right to revoke credit or demand full payment if Applicant fails to pay when due or, in the sole discretion of Hydra Service, Inc., there has been an adverse change in buyer's ability to repay credit extended by Hydra Service, Inc., whereupon Hydra Service, Inc. shall have the right to demand payment or other assurance which it deems adequate and Hydra Service, Inc. is hereby authorized to file any lien available to vendors and/or applicators of Products in the manner provided by applicable law notwithstanding the terms of invoices or other documents or the existence of an event of default. Default by Applicant under this or any other agreement between Applicant and Hydra Service, Inc. shall be a default under all agreements. Hydra Service, Inc. does not waive its rights by accepting late payments. Applicant agrees to pay reasonable attorney fees and costs of collection. If any provision contained in this Agreement is determined by a court to be in conflict with applicable law, that provision shall be considered changed or omitted to conform to such law, but all other provisions of this Agreement shall remain in full force and effect. Nothing in this Agreement shall be deemed to limit Hydra Service, Inc.'s collection rights or remedies. Applicant agrees to be bound by the terms of the warranty limitations and the disclaimers contained on the product labels and invoices. **APPLICANT UNDERSTANDS SUCH DISCLAIMERS LIMIT ANY RIGHT TO A REFUND OF THE PURCHASE PRICE OR APPLICANT'S OBLIGATION TO REPAY CREDIT EXTENDED BY HYDRA SERVICE INC. FOR ANY PORTION OF THE PURCHASE PRICE, AND APPLICANT AGREES THIS IS A REASONABLE LIMITATION.** Applicant also acknowledges that neither Hydra Service, Inc. nor the manufacturer assumes any duty to Applicant in the event that any of their respective representatives make a recommendation as to the selection, application or use of a product and that any such recommendation is without consideration and informational only. Applicant shall be solely responsible for the ultimate selection, application or use of all products purchased from Hydra Service, Inc.

Initial: _____

IMPORTANT NOTICE – EQUAL CREDIT OPPORTUNITY ACT NOTICE:

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national original, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract), because all or part of the applicant's income derives from any public assistance program, or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act to the extent it would apply.

Applicant represents to Hydra Service, Inc. that it intends to use products financed by Hydra Service, Inc. under this application and Agreement in Applicant's business operations and not for personal, family or household purposes.

Company Name: _____

The undersigned, being either the Applicant or an individual authorized to act on behalf of the Applicant, offers this information to Hydra Service, Inc. to induce consideration for credit. The undersigned hereby acknowledge and agree to all terms and conditions of this Credit Application and Agreement and to the invoice terms for the sale of Products. The undersigned certifies the information submitted is true and correct, and authorizes Hydra Service, Inc. to verify any information deemed necessary to make a credit determination. The Applicant further authorizes Hydra Service, Inc. to request and obtain a copy of the Applicant's most recent financial statements, if available, from its bank, other agency, or accountant to support application information.

The undersigned individual, who is either a principal of the credit Applicant or a sole proprietorship, hereby consents to and authorizes the use of a credit report on the undersigned by Hydra Service, Inc., from time to time as may be needed, in the credit evaluation process.

The undersigned, on his/her own behalf and on behalf of the Applicant, hereby authorizes Hydra Service, Inc. to provide a copy of this Agreement to such parties as evidence of Applicant's consent to release of such information.

Type or Print Names/Title	Date	Name/Title
_____	_____	Signature _____

INDIVIDUAL GUARANTEE FOR ENTITY DEBT

The undersigned individual guarantor(s) hereby agree(s) to guarantee payment of, and assume personal liability for payment and all obligations due and owing Hydra Service, Inc. for materials and services to the entity that is the Applicant, pursuant to this request for credit. The undersigned further agrees to pay all Hydra Service, Inc. collection expenses, as stated above, in endeavoring to collect such Applicant's obligations. Guarantor(s) further authorize(s) Hydra Service, Inc. to obtain any and all credit or asset report(s) upon guarantor(s). This guaranty is absolute, unconditional and continuing and shall remain in effect until Applicant's obligations have been paid, performed and discharged in full. The death of the undersigned shall not terminate the guaranty.

The undersigned personal guarantor(s), recognizing that his or her individual credit history may be a necessary factor in the evaluation of this personal guarantee, hereby consent(s) to and authorize(s) the use of consumer credit report on the undersigned by Hydra Service, Inc., from time to time as may be needed, in the credit evaluation process.

Type or Print Names	Date	Guarantor
_____	_____	Signature _____
_____	_____	Signature _____

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