



LIST APPLICANTS OWENER(S)/OFFICERS/PARTNERS/MEMBERS:

1.	NAME	TITLE	ADDRESS	PHONE	SSN
2.	NAME	TITLE	ADDRESS	PHONE	SSN
3.	NAME	TITLE	ADDRESS	PHONE	SSN

**TERMS OF CREDIT AGREEMENT**

1. Applicant agrees that payment of all amounts due and owing to Hedger Brothers shall be made not later than thirty (30) days after the date shown on each invoice.
2. Applicant agrees that this agreement and the personal guarantee shall be subject to and governed by the laws of the State of Arkansas. Further, in the event any dispute results in litigation between the parties, Applicant and Hedger Brothers consent irrevocably to the jurisdiction of any state or federal court sitting in Craighead County, Arkansas.
3. Upon default in payment of Applicants account(s) and demand by Hedger Brothers attorneys, Applicant and any Guarantor agree that Applicant and any Guarantor shall be liable for Hedger Brothers attorney fees, and if any legal action or other proceeding is brought for the enforcement of this agreement, or because of any alleged dispute, breach, default or misrepresentation in connection with any provisions of this agreement and such action is successful, the prevailing party shall be entitled to recover reasonable attorneys fees (in no event less than one-third of the amount in dispute), court costs and all reasonable expenses from the unsuccessful parties, even if not taxable or assessable as court costs incurred in that action or proceeding, including the cost of any appeals of such action or proceeding in addition to any other relief to which such party may be entitled.
4. Applicant agrees to pay interest on each invoice at the rate of 6.0% per annum
5. Applicant agrees that Hedger Brothers is authorized to obtain a consumer report to make inquiry on the applicant and any person signing this application and personal guarantee.

I have answered the questions in this application fully and truthfully. All information submitted along with the application is true. Further, applicant, its agents, and guarantors agree to all terms set out above.

Date: \_\_\_\_\_

BY: \_\_\_\_\_

**Applicants Authorized Agent**

**PERSONAL GUARANTEE (MUST BE SIGNED BY ALL CORPORATE OFFICERS OR LLC MEMBERS)**

As consideration for credit by Hedger Brothers to the Applicant, whether Applicant is a individual, proprietorship, corporation, or other entity, the undersigned Guarantor(s) guarantee payment when due, of all Applicants accounts and further agrees to be bound as Guarantor to the Terms of Credit Agreement set out above. The undersigned Guarantor(s) waive all notice of acceptance of this guarantee, notice of extension of credit to applicant, presentment, and demand for payment on applicant, protest and notice to undersigned Guarantor or Guarantors of dishonor or default by applicant or with respect to any security held by Hedger Brothers, extension of time of payment to applicant, acceptance of partial payment or partial compromise, all other notices to which the guarantor(s) may be entitled. Absent written permission by creditor, this personal guarantee may not be revoked.

1. \_\_\_\_\_  
NAME TITLE ADDRESS PHONE

2. \_\_\_\_\_  
NAME TITLE ADDRESS PHONE

3. \_\_\_\_\_  
NAME TITLE ADDRESS PHONE

4. \_\_\_\_\_  
NAME TITLE ADDRESS PHONE

DATE: \_\_\_\_\_