

DIRT ON DEMAND, LLC.

Credit Application

Date: _____

Sales Rep: _____

Business Name: _____

Business Address: _____

City: _____ County: _____ State: _____ Zip: _____

Phone Number: _____ FAX Number: _____

Business Email Address: _____

Type of Business: (circle one) Corporation/LLC Sole Proprietorship Partnership

Legal name: _____

Federal ID or Social Security number: _____

Date Business was Established: _____

If business is incorporated, list name, title and address of Principal Officers, Owners or Partners (attach additional sheet if needed):

1. Name and Title:

Address: _____

Phone: _____

2. Name and

Title: _____

Address: _____

Phone: _____

Please attach a copy of your most recent financial statement. If you do not have one, please inform our sales representative and a form will be provided.

If tax exempt, please attach a copy of a signed certificate of resale.

Do you prefer to receive invoices via Email, US Mail, or both? _____

Please enter Email address at which you wish to receive invoices:

Do you require Purchase Order numbers on your invoices/tickets? _____

Please furnish at least three (3) TRADE REFERENCES with phone number and address and at least one BANK REFERENCE:

TRADE REFERENCES

Name: _____ Phone: (____) (____) Email: _____

Name: _____ Phone: (____) (____) Email: _____

Name: _____ Phone: (____) (____) Email: _____

BANK REFERENCES

NAME _____

PHONE NO. _____

CONTACT PERSON _____

ACCT. NO. _____

(SEE CREDIT/SALES AGREEMENT on Next Page)

CREDIT/SALES AGREEMENT

In consideration of and as an inducement to the periodic extensions of credit by Dirt On Demand, LLC, the principal place of business of which is located in Hillsborough County, Florida, or any of its subsidiaries or affiliated companies (hereafter collectively referred to as Seller) to Customer, or its successors, permitted assigns, nominees, or agents (hereafter collectively referred to as Customer), Customer hereby agrees to the following terms and conditions:

1. Customer hereby certifies that the information provided on the Credit Application (the Credit Application and this Credit/Sales Agreement are together referred to herein as the "Agreement") is correct and complete and acknowledges and agrees that Seller will rely on this information for current and subsequent extensions of credit. Customer authorizes Seller at any time and from time to time to conduct an investigation of Customer's credit history or available funding information, by obtaining credit reports on Customer or any individuals listed on the Agreement (including personal guarantors) through credit reporting agencies of Seller's choice, and/or by making inquiries to Customer's trade creditors, vendors, banks and other lenders as to Customer's credit standing for reference purposes, and hereby authorizes any such credit reporting agency, trade creditor, vendor, bank, and other lender to release credit or funding information to Seller (whether during or after the initial credit evaluation process, including after any default in payment or during collection activity or litigation) based on a photocopy hereof. Customer understands that Seller's decision to grant or deny credit may be based in whole or in part on information obtained in this investigation. Customer agrees that it shall immediately notify Seller by hand delivery, by overnight courier or by U.S. certified mail, postage prepaid, return receipt requested, of any changes of ownership, officers, or form in which the business operates, and that any failure to do so shall not affect or impair in any way Seller's enforcement of the terms hereof.
2. Products and materials relating to these terms and conditions may be supplied by Dirt On Demand, LLC or one or more of its affiliates or subsidiaries, including but not limited to Outlaw Ridge, Inc., or one or more of its subsidiaries or affiliates, including but not limited to Gulf Coast Mining, LLC, may act as Seller's collection agent for Customer's account(s) with Seller, and shall have the ability to enforce the terms and conditions hereof. This Agreement is intended to benefit Dirt On Demand, LLC and all such subsidiaries and affiliates.
3. Customer warrants to Seller that any and all extensions of credit by Seller to Customer shall be for business or commercial purposes only, and will not be used for personal, family or household purposes.
4. Unless otherwise agreed to by Seller and Customer, Seller will invoice Customer for all deliveries/shipments of goods, wares, products, materials, supplies and equipment. Discounts, if offered, will be shown on the Customer invoice and will apply only if all previous balances are paid in full. **Customer invoices are due in full by the 30th calendar day following the invoice date. Invoice total can and will be changed for all payments submitted after the 30th calendar day of the invoice period.**
5. Unless otherwise agreed to by Seller and Customer, Seller will send Customer a statement at the end of each billing cycle (as defined herein) if and only if there is a balance on Customer's account.

Customer shall be responsible for payment in accordance with the terms hereof, regardless of whether Customer receives a statement or an invoice.

6. Customer's "billing cycle" is 30 days in length, beginning from the date of invoice. The "closing date" is the last day of a billing cycle (i.e., 30 days from the date of the invoice).

7. Subject to the grace period set forth herein, a finance charge at the rate of 1.5% per month (18% per annum) will be imposed from the date of each Customer invoice and will continue to accrue on a daily basis on the unpaid balance of the invoice as long as it remains unpaid. Seller will determine and impose the finance charge by applying the daily periodic rate of .04932% to the daily unpaid principal balance of each invoice (beginning with the date of the applicable Customer invoice) for the number of days that balance remains unpaid. In order for Customer to avoid incurring the finance charge, Seller must receive payment for the full amount of the invoice on or before the closing date for the billing cycle in which the invoice was issued. Customer agrees to pay any finance charges that are imposed on Customer's account. Customer agrees that all funds owed to Customer from anyone or received by Customer to the extent those funds result from the labor or materials supplied by Seller shall be held in trust for the benefit of Seller ("Trust Fund"). Customer irrevocably assigns to Seller any interest it may have in its Trust Fund account receivable.

8. Seller may charge Customer a monthly late fee (which shall be imposed each month on the statement closing date) equal to 10% of any outstanding balance that remains unpaid after the closing date.

9. It is understood and agreed that in no event shall a Customer be required to pay late fees, a finance charge or interest in excess of rates allowed by applicable law. The intention of Seller and Customer is to conform strictly to applicable usury laws now in force. Any late fees, finance charge or interest in excess of allowable limits shall be subject to reduction to the amount allowed under applicable law.

10. In the absence of directions from Customer prior to application of Customer payments by Seller, Seller reserves the right to apply payments to Customer's account in any manner Seller chooses in its sole discretion, unless otherwise required by applicable law.

11. In the event that Customer fails to make payment in full on any invoice when due, or if Customer is in default of any provision hereunder or any other agreement between Customer and Seller, Seller may at its option exercise any one or more of the following rights or remedies: (i) refuse to accept additional orders from Customer (ii) cancel the unfilled portion of any orders placed by Customer, (iii) declare immediately due and payable all outstanding invoices to Customer whether or not such invoices are due and payable, and/or (iv) exercise any other rights or remedies that Seller may have at law or in equity.

12. Seller shall be entitled to assume that orders given and documents or receipts executed by employees or agents of Customer customarily relied upon shall have been validly authorized by Customer and that Customer will be responsible for them, unless Seller is otherwise notified in advance by hand delivery, by overnight courier or by U.S. certified mail, postage prepaid, return receipt requested, and has had a reasonable opportunity to act upon such notice.

13. Customer agrees to pay all expenses and costs incurred by Seller to enforce the terms of this Agreement or of any invoice or statement or to collect any amounts due hereunder or under any invoice or statement, including reasonable attorneys' fees and court costs, whether suit be brought or not and whether incurred before or at trial, on appeal, during any insolvency or bankruptcy proceedings, during any post-judgment collection proceedings, or otherwise.

14. Customer voluntarily and irrevocably waives trial by jury with respect to any action or claim brought in connection with this Agreement.

15. Customer shall make a careful inspection of all materials at the time of delivery. Customer's failure to give written notice of any type of claim within ten (10) days of delivery shall constitute an unqualified acceptance of the materials and a waiver of all claims with respect thereto. Seller will not be liable for damages, and back charges will not be accepted, without prior notification, an opportunity to view and repair, replace or otherwise cure. Seller agrees to replace or, at Seller's option, repair any defective goods within a reasonable time. Customer's exclusive remedy and Seller's limit of liability for any and all loss or damage resulting from defective goods or from any other cause shall be for the purchase price of the particular delivery and materials with respect to which loss or damage is claimed, plus any transportation charges actually paid by the Customer. Seller warrants that the materials shall be free of any security interest or other lien. SELLER MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY AND THE FOREGOING WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SELLER MAKES NO GUARANTY OF FINISHED WORK WHATSOEVER. **In no event shall Seller be liable for any damage due to delay of any type or for indirect, incidental, consequential, special, exemplary or punitive damages, including lost profits, whether such claim is based on express or implied warranty, contract, tort (including negligence) or otherwise, even if Seller has been advised of such damages.**

16. This Agreement shall be governed by, and interpreted and construed in accordance with, the laws of the State of Florida. The venue for any disputes, including any litigation, mediation or arbitration, related to this Agreement or any invoice or statement, shall be in a forum or court, as required, of competent jurisdiction, as follows: if the project for which any materials or services rendered by Seller is located in Florida, the venue shall be in Hillsborough County, Florida. Customer hereby expressly waives any objections to personal jurisdiction or to venue being laid therein, or on the basis that any such county is an inconvenient forum.

17. Seller shall have the right to change, modify or amend any of the terms of this Agreement (including adding new terms) upon written notice of such change, modification, amendment or addition to Customer. The effective date of the change, modification, amendment or addition shall be as stated in the written notice. Customer's consent to any such change, modification, amendment or addition shall not be required, but Customer shall be deemed to have consented thereto upon the placing of orders with Seller following receipt of such notice.

18. Seller's failure to insist in any one or more cases upon the strict performance of any of the terms or conditions hereof or to exercise any of its rights shall not be construed as a waiver or a relinquishment for the past or future of any such term, condition, or right, and shall not affect Seller's right to enforce strict compliance with these terms and conditions. A receipt and acceptance by Seller of any payment, or the acceptance or performance of anything required to be performed hereunder, with knowledge of the breach of any term or condition hereof, shall not be deemed a waiver of such breach, nor shall any such acceptance of payment in a lesser amount than is herein provided for (regardless of any endorsement of any check, or any statement in any letter accompanying any payment) be construed either as an accord and satisfaction or in any manner other than as payment on account of the earliest amount then unpaid by Customer.

19. If any term or provision hereof or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of these terms and conditions, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision hereof shall be valid and enforced to the fullest extent permitted by law.

20. Unless otherwise specified herein, any notices or communications permitted or required to be given hereunder shall be in writing and shall be given by hand delivery, by overnight courier, by regular U.S. mail, or by U.S. certified mail, postage prepaid, return receipt requested, addressed to the addresses set out on the first page of the Credit Application or such other place as the parties may from time to time designate in writing in accordance with this paragraph. Notices given by hand, by overnight courier, or by U.S. certified mail shall be effective upon receipt (or receipt refused). Notices given by regular U.S. mail shall be effective three (3) days after deposit in the U.S. mail.

21. This Agreement contains the entire agreement between the parties and, except as provided for in paragraph 17 above, may not be modified or amended except by a writing signed by both Seller and Customer. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors, and permitted assigns. This Agreement may not be assigned by Customer without the prior written consent of Seller, which may be withheld in Seller's sole discretion. Any assignment not in accordance with the foregoing shall be void.

IN WITNESS WHEREOF, Customer has caused this Agreement to be signed by its duly authorized representative as of the date first set forth above on the Credit Application and Agreement.

Witness: _____

By: _____

Print Witness Name: _____

Print Title: _____

PERSONAL GUARANTY

In consideration of and as an inducement to the periodic extensions of credit by Dirt On Demand, LLC, or any of its subsidiaries or affiliated companies (collectively referred to in this Guaranty as Seller) to the Customer named on the above Agreement or its successors, permitted assigns, nominees, or agents (collectively referred to in this Guaranty as Customer), the undersigned hereby jointly and severally guarantee payment to Seller in accordance with the terms and conditions set forth in the above Agreement of all sums, including interest and any other fees and charges, now due or which may hereafter become due and owing to Seller by Customer for goods, wares, products, materials, supplies, merchandise, and equipment previously or hereafter sold or supplied to Customer. The undersigned hereby waive notice of acceptance of this Guaranty; notice of orders, sales, shipments, or deliveries; notice of default, nonpayment, extensions, cancellation of credit to Customer, and the acceptance of and/or release of notes or security from Customer for amounts owed by Customer. The undersigned hereby consent to, and waive notice of, any renewal, extension, substitution, modification, amendment or enforcement of the above Agreement, and the undersigned agree that any such renewal, extension, substitution, modification, amendment or enforcement shall in no way impair or affect the liability of this Guaranty. The undersigned agree that Seller shall not be required to seek legal or other means to attempt to collect sums owed by Customer before looking to the undersigned for payment. This Guaranty is a continuing guaranty applying to all sales made to Customer, and shall not be revoked by the death of the guarantor but shall remain in full force and effect until canceled in writing by notice to Seller sent by hand delivery, by overnight courier or by U.S. certified mail, postage prepaid, return receipt requested, to Seller's address set forth in the Credit Application and Agreement, such notice not to become effective until the tenth (10th) day following receipt thereof by Seller. Such cancellation shall only affect indebtedness incurred after the effective date of the notice, and shall only affect the person giving such notice. This Guaranty shall remain in full force and effect with respect to all materials supplied under the account of Customer before or until Seller has received written notice closing Customer's account or terminating this Guaranty mailed U.S. certified, return receipt requested, no matter what person or entity ordered or used the labor and material supplied on Customer's account and regardless of any change in the legal structure of Customer or the existence of entities or individuals legally distinct from Customer using or benefiting from the labor and materials supplied. It is understood that there is no limit to the liability of the undersigned under this Guaranty. The undersigned, jointly and severally, agree to pay all expenses and costs incurred by Seller to enforce the terms of this Guaranty or of the above Agreement, or any Customer invoice or statement, including reasonable attorneys' fees and court costs, whether suit be brought or not, whether incurred for collection, before or at trial, on appeal, during any insolvency or bankruptcy proceedings, during any post-judgment collection proceedings, or otherwise. The venue for any disputes or legal actions, including any litigation, mediation or arbitration, arising under or related to this Guaranty, shall be in a forum or court, as required, of competent jurisdiction in Hillsborough County, Florida, and the undersigned hereby expressly waive any objections to personal jurisdiction or venue being laid therein, or on the basis that such county is an inconvenient forum. **The undersigned voluntarily and irrevocably waive trial by jury with respect to any action or claim brought in connection with this Guaranty.** The undersigned agree that that their liability hereunder is joint and several, with each other and with the Customer, and

further acknowledge that any individual guarantor had the option of applying for individual credit by submitting an individual financial statement for evaluation. The undersigned have waived the right to apply for individual credit, have opted to supply multiple guarantors and hereby waive any rights they may have under the Equal Credit Opportunity Act to void this Guaranty. This Guaranty shall be governed by and construed in accordance with the laws of the State of Florida. This Guaranty shall inure to the benefit of Seller, and their respective successors and assigns. Any use of a corporate title is only to identify the undersigned's position with Customer and does not negate the execution of this guaranty in the undersigned's individual capacity.

IN WITNESS WHEREOF, I/we have executed this Guaranty as of the date set forth below.

Witness: _____ By: _____

Print: _____
Individually as Guarantor
Print Witness Name: _____ Date: _____

Witness: _____ By: _____

Print: _____
Individually as Guarantor
Print Witness Name: _____ Date: _____

The undersigned personal guarantor(s), recognizing that his, her or their individual credit history may be a necessary factor in the evaluation of this personal guaranty and in the collection of Customer's account if it becomes delinquent, hereby consents to and authorizes the Seller to obtain and to use a consumer credit report on the undersigned and/or make inquiries to any trade creditors, vendors, financial institutions or other lenders of the undersigned as to the credit standing of the undersigned for reference purposes, and hereby authorizes any such credit reporting agency, trade creditor, vendor, financial institution or other lender to release credit information to Seller based on a photocopy hereof, at any time, including after any default in payment or during collection activity or litigation.

Signature: _____ Social Security Number _____

Print Name: _____

Signature: _____ Social Security Number _____

Print Name: _____