

PINEY RECLAMATION
credit@pineyrec.com
301-944-4208 office

12065 Forgotten Farm Place
Waldorf, MD 20602
301-832-2202 site

CREDIT APPLICATION

Business Information

Legal Name	_____	Date Established:	_____
Legal Address	_____	Business Phone:	_____
Trade Name	_____	Business License #	_____
Mailing Address (If Different)	_____		
Website:	_____	Fax:	_____
Business Nature/SIC#	_____	No. of Employees:	_____
Entity Type:	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietor
	<input type="checkbox"/> LLC	<input type="checkbox"/> Other/Trust/Govt	_____
Approximate Annual Sales	_____	Fed.Tax ID# :	_____
Purchase Orders Required (Circle)	Yes / No	Where Organized/Incorporated	_____
Sales Tax Exempt? (Circle)	Yes / No	Authorized Issuer Name(s)	_____
Ever Declared Bankruptcy? (Circle)	Yes / No	Exemption No:	_____
Current Judgements/Liens: (Circle)	Yes / No	State:	_____
Accounts Payable Contact:	_____	If Yes, date and jurisdiction filed:	_____
Insurance Company:	_____	Details (Date, Amount, Lienholder):	_____
Bonding Company:	_____	Email:	_____
	_____	Phone:	_____
	_____	Contact Person:	_____
	_____	Phone:	_____
	_____	Contact Person:	_____
	_____	Phone:	_____

Owner/Partner/Member Personal Information

1. Name:	_____	Home Address:	_____
Position:	_____	Ownership % :	_____
Soc. Sec. #:	_____	Annual Income:	_____
	_____	DOB :	_____
	_____	Email:	_____
2. Name:	_____	Home Address:	_____
Position:	_____	Ownership % :	_____
Soc. Sec. #:	_____	Annual Income:	_____
	_____	DOB :	_____
	_____	Email:	_____
3. Name:	_____	Home Address:	_____
Position:	_____	Ownership % :	_____
Soc. Sec. #:	_____	Annual Income:	_____
	_____	DOB :	_____
	_____	Email:	_____

Trade References

	<u>Name</u>	<u>Contact Person/Email</u>	<u>Phone #</u>	<u>Address</u>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____

Banking References

	<u>Name</u>	<u>Contact Person/Email</u>	<u>Phone #</u>	<u>Branch Address</u>
1.	_____	_____	_____	_____
Account#	_____	<input type="checkbox"/> Checking	<input type="checkbox"/> Savings	<input type="checkbox"/> Loan
	_____	Balance	_____	_____
2.	_____	_____	_____	_____
Account#	_____	<input type="checkbox"/> Checking	<input type="checkbox"/> Savings	<input type="checkbox"/> Loan
	_____	Balance	_____	_____

Applicant Initials _____

TERMS AND CONDITIONS

1. **PAYMENT** - Payment is due within 14 days of invoice date. Accounts over 21 days will be charged a 2% per month or 24% per annum finance charge. Accounts over 45 days will be placed on cash basis until balance is paid. Any account requiring an attorney for collection will be charged a 30% collection fee plus court and filing fees. Customer agrees to pay all such fees and waives all rights of exemption, appeal, protest and relief or other post-judgement remedies. Any payments paid with credit card will incur a 3% processing fee.
2. **SITE RULES** - Applicant agrees all deliveries will follow site rules, signs and traffic controls when on property. Failure to do so may result in specific subcontractors, deliverers or companies from continued or future use of site. Applicant agrees to be responsible for any and all damages caused by their subcontractors or deliverers.
Piney Reclamation reserves the right to reject all loads at its discretion. Any cost associated with reloading, rejections, etc. will be the responsibility of deliverer.
3. **HAZARDOUS MATERIALS & WASTE** - Applicant agrees not to deliver any materials which contain hazardous or contaminated waste, infectious waste, medical or industrial waste, asbestos, tires, contaminated soils or other hazardous substances. The term HAZARDOUS SUBSTANCES herein used shall mean those substances deemed hazardous under the Comprehensive Environmental Response, Compensation and Liability Act, known as CERCLA, 42 USC section 9601, et seq., and/or regulated under 40 CFR Part 280. Accordingly, Applicant hereby agrees to indemnify, defend and hold harmless PINEY RECLAMATION, its owners, employees, and related parties, against all claims, penalties, suits, damages and liabilities for injury, death of persons, or loss or damage to property from Applicant's failure to exclude such materials/substances from loads delivered to site. Applicant may be notified by Piney Reclamation of any materials subject to return due to inappropriate type or mix, and Applicant will accept such materials back to originating jobsite with all costs and expenses of delivery charged back to Applicant with reimbursement within 14 days of such return.
4. **DAMAGE WAIVER** - Applicant hereby waives, regardless of cause, any claim whatsoever against PINEY RECLAMATION, its owners, employees or related parties for incidental or consequential damages, including without limitations, property damage, personal injury, loss of time, income or profits, or loss due to late delivery.
5. **INFORMATION ACCURACY** - Applicant states that information provided herein to be accurate for the purpose of obtaining credit and will notify PINEY RECLAMATION of any and all material changes to the information.
6. **AUTHORITY** - The signer of this application is authorized to sign for the Applicant and authorizes PINEY RECLAMATION to obtain credit and financial information at any time from any source. Additionally, you authorize us to disclose your information with any of our affiliates for purposes of billing, accounting and/or payment processing.
7. **GOVERNING JURISDICTION, LAW and VENUE** - This application shall be governed and interpreted by the laws of the State of Maryland, without regard to conflict of law principles and Applicant hereby submits to the jurisdiction of the Maryland courts and waives any defense to lack of venue in any Maryland court.
8. **PRICES** - Applicant hereby acknowledges that PINEY RECLAMATION reserves the right to change its prices at any time, with reasonable notice and such changes will be effective therein.
The price of all loads brought to Piney Reclamation shall be in accordance with the current published Piney Reclamation price list, including prices for dirt, concrete, mixed loads, wet dirt, mud, or other acceptable materials. Piney Reclamation shall make all determinations regarding the classification of materials (i.e., dirt, mixed loads, wet dirt, mud, etc.) brought to Piney Reclamation in its sole and absolute discretion.
9. **CONFESSION OF JUDGEMENT** - Should Applicant's account be past due, Applicant authorizes any attorney to appear on Applicant's behalf in one or more proceedings in any court having jurisdiction, or before any clerk, or other court official and CONFESS JUDGEMENT AGAINST APPLICANT WITHOUT APPLICANT HAVING PRIOR NOTICE or OPPORTUNITY FOR PRIOR HEARING, for any amounts due PINEY RECLAMATION plus any court costs and attorney's fee of thirty percent (30%) of the total amount due. This is not limited to jurisdiction and may occur on one or more occasions.
10. Applicant hereby indemnifies and holds harmless Piney Reclamation, its owners, directors, employees, and affiliates from and against any and all claims, liabilities, losses, expenses or costs including attorney costs and fees arising from or related to any breach of representation; any violation of any law, regulation, statute, or rule including those listed in item 3 above; and any failure to perform, comply or breach of any covenant or promise by Applicant.
11. **TERMINATION** - Applicant acknowledges that failure to maintain account in good standing may result in an account suspension, revocation of credit, or termination of account. PINEY RECLAMATION reserves the right on any account not in good standing to demand a personal guarantee by an owner, partner or other person or entity.
12. **AGREEMENT** - Applicant acknowledges the above terms and conditions as reasonable and acceptable in the extension of credit and that same credit requires signature of this application. This agreement shall be governed by the laws of the State of Maryland and no modification or waiver of terms and conditions shall be binding unless approved by an authorized representative of Piney Reclamation, its owners or affiliates in writing.

Applicant Signature: _____

Date: _____

PINEY RECLAMATION
Credit Account Application

ACCOUNT INFORMATION

In order to insure your account maintains good standing, we recommend maintaining a credit card on file to be used in case of emergency or resolution of account balances. Your card will not be used until either your account is past due, up for collection or left unpaid. You will be contacted in any of these events and your contact information for such is necessary to maintain good communication. Please complete below and submit along with your credit application.

Contact Name: _____ Cell Phone #: _____ Email: _____

CREDIT CARD INFORMATION

Name on Card: _____ Card Number: _____ Expiration Date: _____

Billing Address: _____ CSV/Sec Code: _____

Card Type: (Circle one) AMEX VISA Mastercard Discover

Signature of Cardholder: _____ Date: _____

PERSONAL GUARANTEE

I/we do hereby unconditionally guarantee payment on all amounts due under any and all accounts opened and approved under this application. This is a continuing guarantee and shall remain in force until revoked by me or us in writing. Should insufficient credit history be established and such revocation is made, a determination will be made at time of request if the accounts that were opened with this application should be terminated. Each person who signs this guarantee for this application can be held jointly and severally liable for all amounts owing without limitation and suit having been filed, first interest at the rate of 24% per annum on all amounts owing and all collection costs including attorney's fees, court costs, and any other necessary costs for collection of any unpaid balance or any other legal action relating to the accounts. I/we hereby authorize PINEY RECLAMATION to obtain information required to approve credit from my bank as listed in this application. Guarantors consent to the jurisdiction of the State of Maryland over any action filed against guarantors for the collection of these accounts. By signing this application, I/we hereby acknowledge this personal guarantee to PINEY RECLAMATION.

Guarantor Signature: _____ Date: _____

Print Name: _____

Witness Signature: _____ Date: _____

Guarantor Signature: _____ Date: _____

Print Name: _____

Witness Signature: _____ Date: _____