



CREDIT APPLICATION AND CREDIT AGREEMENT

With Finley Buttes Landfill (hereafter, the "Company")

CUSTOMER INFORMATION ("Applicant")	
FULL LEGAL NAME (Entity): _____	
Entity Type: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> LLC	
State of incorporation or origin: _____	
Street Address: _____	
City/State/Zip: _____	PO Box: _____
Phone: _____	Fax: _____
Email: _____	Federal Tax ID or SSN: _____
Number of Years in Business: _____	Contractor's Lic. No.: _____
	Franchise Hauler No.: _____
Credit Limit Requested: \$ _____	Health Department No.: _____

APPLICANT'S PRINCIPALS – List all (officers, general partners, managing member(s))				
Name	Home Address	Hm/Cell Phone	Last 4 SSN	Title
Name	Home Address	Hm/Cell Phone	Last 4 SSN	Title
Name	Home Address	Hm/Cell Phone	Last 4 SSN	Title
Name	Home Address	Hm/Cell Phone	Last 4 SSN	Title

APPLICANT'S BANK/TRADE CREDIT REFERENCES		
1. Bank:	Address/Branch:	Phone #:
Type of Account:	Account #:	Current or past?
2. Bank:	Address/Branch:	Phone #:
Type of Account:	Account #:	Current or past?
3. Bank:	Address/Branch:	Phone #:
Type of Account:	Account #:	Current or past?

The undersigned: (a) represent that they are authorized to bind Applicant; (b) certify that the information above is true, correct and complete; and (c) understand that consent to all of the terms and conditions of the attached Credit Agreement and Personal Guaranty are required for extension of credit to Applicant, unless modified in writing by the Company's authorized agent. The Credit Agreement and Personal Guaranty attached hereto are incorporated herein by reference.

By: _____
Name printed: _____
Title: _____
Date: _____

By: _____
Name printed: _____
Title: _____
Date: _____

CREDIT AGREEMENT

The undersigned (whether one or more) represent and warrant that they are authorized to bind _____ (“Applicant”) to the terms and conditions of this Credit Agreement (“Agreement”) and that Applicant is able to and will timely pay in full all invoiced amounts. All invoiced amounts shall be due within the time period set forth on the invoice or separate written agreement, but in any event no later than thirty (30) days after each invoice date. Applicant and the undersigned understand that Finley Buttes Landfill (the “Company”) is relying on the representations and warranties set forth herein for the extension of credit.

Applicant and the undersigned agree that the Company may, from time to time, obtain Business and Consumer Credit Reports on Applicant or any principals and guarantors listed on the Credit Application, or obtain credit and funding information from any other source. Applicant and the undersigned hereby authorize and consent to any contact or inquiry of any person, corporation or other entity regarding credit standing and/or any other financial information. This authorization includes, but is in no way limited to, the bank and trade reference(s) provided on the Credit Application. Applicant shall defend, indemnify and hold harmless the Company from and against any and all liability, claims and damages resulting from such contact or related inquiry.

This is not an agreement by the Company to lend money; it is an agreement on terms for the benefit of the Company, to induce the Company to extend credit to Applicant, given in consideration of the Company’s extension of credit, if the Company determines to extend credit. The Company may revoke or change credit limits or other credit terms at any time and in its sole discretion. No other modifications may be made to this Agreement unless in writing signed by an authorized agent of the Company.

In the event Applicant fails to timely make any payment, Applicant shall pay to the Company, in addition to all past due sums: (a) any and all costs incurred by the Company to collect the past due amounts, including reasonable attorneys' fees; and (b) pre-and post-judgment interest at the maximum rate allowed by law.

On behalf of Applicant, the undersigned (whether one or more) have read and understand this Agreement and hereby bind the Applicant to the terms and conditions herein. This Agreement is a complete, integrated and entire agreement regarding the subject matter herein. This Agreement shall be governed by the laws of the state in which the Company is located and service is rendered. To the extent any provision herein is found to be unlawful or unenforceable, such unlawful or unenforceable provision shall be ineffective without affecting any other provision of this Agreement, so that this Agreement will be deemed to be a valid and binding agreement enforceable in accordance with its terms.

PERSONAL GUARANTY

The undersigned, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby individually and personally provide an unconditional, continuing guaranty of full and prompt payment of all indebtedness by the above Applicant incurred prior to or after the signing of this Guaranty, including principal, interest, attorney’s fees and other costs of collection. This Guaranty shall not be affected by the amount of credit extended or any change in the form of said indebtedness. The undersigned hereby waives any right, obligation or demand to proceed against the principal debtor (Applicant) and waives notice of the acceptance of this Guaranty, extension of credit, and modification to the terms of payment. To the full extent allowable by applicable law, the undersigned severally waives presentment, demand, protest, notice of non-payment, rights of subrogation, setoff, abatements, recoupment, reimbursement, indemnification, and contribution, and any other rights and defenses that are or may become available to a guarantor or other surety, including by reason of Cal. Civil Code §§2787 to 2855, inclusive, or other state’s equivalent, and defenses based on or arising based on or arising out of any legal disability, discharge, or limitation of the liability of the undersigned, whether consensual or arising by operation of law or any proceeding. This Guaranty may only be revoked by written notice received by Company’s Manager via Certified Mail. Revocation does not revoke the undersigned’s obligation to provide payment for indebtedness incurred prior to the date revocation is received by the Company. To the extent that anything herein is found to be unlawful or unenforceable, such unlawful or unenforceable portion(s) shall be ineffective without affecting any other portion of this Guaranty, so that this Guaranty will be deemed to be a valid and binding agreement enforceable in accordance with its terms.

I have read and understand the terms of this personal guaranty and agree to be personally bound by the terms herein.

BY: _____ Name Printed: _____ Date: _____
Home Address: _____ Telephone No.: _____ Last 4 of SSN: _____ DOB: _____

BY: _____ Name Printed: _____ Date: _____
Home Address: _____ Telephone No.: _____ Last 4 of SSN: _____ DOB: _____