

BUSINESS CREDIT APPLICATION AND AGREEMENT

Roll-Off Express, Inc., 2900 Dede Road, Finksburg, MD 21048

Mailing Address: P.O. Box 448, Finksburg, MD 21048

Phone: 410-526-3535; Fax: 410-526-6998

Applicant's Legal Name _____ Date _____

Trade Name _____

Address _____

Telephone _____ Fax _____ Email _____

Business Classification: Corporation Partnership LLC Sole Proprietorship

Tax I.D. # _____ Type of Business _____

OFFICERS, PARTNERS OR PROPRIETORS

NAME	TITLE	ADDRESS	CITY	STATE/ZIP CODE
NAME	TITLE	ADDRESS	CITY	STATE/ZIP CODE
NAME	TITLE	ADDRESS	CITY	STATE/ZIP CODE

Length of time at present location _____ Amount of credit requested _____
MONTHS YEARS

Name and Address of Landlord _____

TRADE REFERENCES Name _____ Account # _____

Telephone _____ Fax _____

Address _____

Credit Established _____ Recent High Credit _____

Name _____ Account # _____

Telephone _____ Fax _____

Address _____

Credit Established _____ Recent High Credit _____

BANK REFERENCE

Name _____ Representative _____ Telephone _____

Address _____ Fax _____

TERMS AND CONDITIONS

Payments are due net 15 days. Accounts over thirty (30) days will be charged 2% per month or 24% per annum finance charge. All returned checks will be charged a \$30.00 service fee. Accounts over thirty (30) days will be placed on hold. Credit reactivation fee of \$100.00 required. Applicant agrees not to deliver to our recycling/disposal facility or allow in our containers any materials which contain hazardous or contaminated waste, infectious waste, medical waste, industrial waste, asbestos, tires, automobiles, contaminated soils, drums or tanks, or other hazardous substances. The term "Hazardous Substances" as used herein, shall mean substances deemed hazardous pursuant to the Comprehensive Environmental Response and Liability Act ("CERCLA"), 42 USC 9601 et seq., or regulated under 40 CFR Part 280. Applicant agrees to indemnify, defend and hold harmless, Roll-Off Express, Inc. against all claims, penalties, suits, damages and liabilities for injury or death to persons or loss of property from Applicant's failure to exclude aforesaid materials from any loads. **CONFESSION OF JUDGMENT**

UPON THE NONPAYMENT OF ANY PAYMENT WHEN DUE, THE CUSTOMER AUTHORIZES THE CLERK OR ANY ATTORNEY OF ANY COURT OF RECORD TO APPEAR FOR IT AND ENTER JUDGMENT BY CONFESSION WITHOUT PRIOR NOTICE OR OPPORTUNITY FOR PRIOR HEARING FOR THE OBLIGATIONS THEN OUTSTANDING, TOGETHER WITH INTEREST, COURT COSTS AND ATTORNEYS' FEES EQUAL TO 30% OF THE SUM OF THE OBLIGATIONS THEN OUTSTANDING, HEREBY WAIVING AND RELEASING, TO THE EXTENT PERMITTED BY LAW,

ALL ERRORS AND ALL RIGHTS OF EXEMPTION, APPEAL, STAY OF EXECUTION, INQUISITION AND EXTENSION UPON ANY LEVY ON REAL ESTATE OR PERSONAL PROPERTY TO WHICH THE CUSTOMER OTHERWISE MAY BE ENTITLED UNDER THE LAWS OF THE UNITED STATES OF AMERICA OR OF ANY STATE OR POSSESSION OF THE UNITED STATES OF AMERICA NOW IN FORCE OR WHICH HEREAFTER MAY BE PASSED. THE AUTHORITY AND POWER TO APPEAR FOR AND ENTER JUDGMENT AGAINST THE CUSTOMER SHALL NOT BE EXHAUSTED BY ONE OR MORE EXERCISES THEREOF, OR BY ANY IMPERFECT EXERCISE THEREOF, AND SHALL NOT BE EXTINGUISHED BY ANY JUDGMENT ENTERED PURSUANT THERETO. SUCH AUTHORITY AND POWER MAY BE EXERCISED ON ONE OR MORE OCCASIONS, FROM TIME TO TIME, IN THE SAME OR DIFFERENT JURISDICTIONS, AS OFTEN AS THE CREDITOR SHALL DEEM NECESSARY OR DESIRABLE, FOR ALL OF WHICH THIS AGREEMENT SHALL BE A SUFFICIENT WARRANT.

THE UNDERSIGNED HEREBY AUTHORIZES THE RELEASE OF ANY INFORMATION CONCERNING ITS CREDIT TO ROLL-OFF EXPRESS, INC., ITS OFFICERS, AGENTS AND EMPLOYEES IN CONNECTION WITH THE CREDIT APPLICATION FILED HERE IN. A COPY OF THIS AUTHORIZATION MAY BE ACCEPTED BY YOU AS IF IT WERE AN ORIGINAL.

SIGNATURE OF OFFICER, PARTNER, PROPRIETOR, OR MEMBER

NAME	TITLE	ADDRESS	CITY	STATE/ZIP CODE
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AUTHORIZED SIGNATURE	DATE	SOCIAL SECURITY NUMBER
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ROLL-OFF EXPRESS, INC.

By: _____

AUTHORIZED SIGNATURE

PERSONAL GUARANTY

To induce approval of this Credit Application, and in consideration for Roll-Off Express, Inc. extending credit to the above-named Applicant, we, the undersigned, do, hereby jointly, severally and personally guarantee the prompt and timely payment of all monies due Roll-Off Express, Inc. from the Applicant as a result of credit extended by Roll-Off Express, Inc., to said Applicant, and we hereby agree to indemnify Roll-Off Express, Inc. against any and all damage, loss, expense (including attorney's fees) and/or liability sustained by Roll-Off Express, Inc. by reason of, or related to, the Applicant's failure to pay all monies owed to Roll-Off Express, Inc., when due. Roll-Off Express, Inc. may enforce this Personal Guaranty against the undersigned or any of them, jointly or severally, whether or not any action is taken by Roll-Off Express, Inc. against the Applicant.

This Personal Guaranty is continuing in character and can be terminated only by written notice sent by registered or certified mail to Roll-Off Express, Inc., P.O. Box 448 Finksburg, Maryland 21048 and given thirty (30) days in advance of such termination.

This Personal Guaranty shall bind our respective heirs, administrators, personal representatives, successors and assigns, and shall enure to the benefit of Roll-Off Express, Inc., successors and assigns.

Should any payment required of _____ hereunder not be made when due, the undersigned
Applicant's Name
 agrees to pay in addition to the amount due, any and all costs incurred by Roll-Off Express, Inc., including reasonable attorney's fees.

 Name

 Signature

 Name

 Signature

 Date