



## **Commercial Application**

Business Name:		Email:	
Name of Owner:	Contact Number:		
UBI Number:	Tax ID Number:		
Address:	City:	State:	Zip:
Contractor's License Number:		Expiration Date:	·
*WA State Resale Permit Number:		Expiration Date:	
*Please provide a copy of your c Main Point of Contact	urrent resale permi	t if applicable.	
Name:	Role/Title:	Phone:	
Main Point of Contact – Accounts F	Payable		
Name:	Role/Title:	Phone:	
Email:			
Trade   Credit References:	Credit Limit Requested: \$		
Company:		City/State:	
Phone:	Email/Fax:		
Company:		City/State:	
Phone:	Email/Fax:		
Company:		City/State:	
Phone:	Email/Fax:		
Bank Information			
Bank (Business Account):		Contact Person:	
Branch Location (City & state):		Phone:	
Project Profile			
I expect this to be: One Time Service	Other Number of I	Days Requested: Da	te Needed:
Po/Job #:			
Type of Recyclable Material:		Estimated Quantity:	
Address of Job Site:			
Notes for Dispatch/Driver:			



18827 Yew Way, Snohomish, WA 98296 360-668-4300 (phone) 360-668-9252 (fax) www.unitedrecyclingco.com

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Have you ever filed for bankruptcy? Yes No	If yes, Date: Type: Chapter 7 Chapter 11
Have you applied for credit with us before? Yes	No   If yes, under what name?
Please submit my credit application for ac	counts at the following related entities:
All Entities	Clearview Nursery & Stone
United Recycling & Container	United Recycling Seattle
United Metals Inc.	United Organics
*Please include reseller permit if	applicable
If you are applying for United Metals a	nd expecting a payout please fill out the following:
Preferred payment method Cash	Check
If check, how would you like to receive it	? (to address provided)
Mailed (to address above) Paid at time of transaction	
Who is authorized to receive payments?	
Name/Title	
Name/Title	
Name/Title	
Please include a copy of your business li	icense
	<u> </u>
Information Provided by:	Title:
Signature:	Date:
PERSONAL GUARANTEE	
I hereby agree to the above terms and conditions It is understood that credit will not be extended to	stated and do assume personal liability for payment of said applicant's account o said applicant without this personal guarantee.
Signature:	Date:











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## CREDIT CARD AUTHORIZATION AGREEMENT

This Credit Card Authorization Agreement is created to protect the parties involved in this transaction. United Recycling & Container will keep all information provided on this form strictly confidential.

By my signature below, I agree that when I, or a representative from my company, and/or an agent order a container(s) or hauls materials to our facility, Topsoils Inc. LLC d/b/a United Recycling & Container has approval to charge the credit card listed herein. Specifically, the credit card will be charged no sooner than the next business day after date of invoice and will include a 2.5% processing fee on the invoice total.

I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify United Recycling & Container in writing of any changes in my account information or termination of this authorization within one (1) business day after the changes or termination. I certify that I am an authorized user of the credit card and will not dispute these transactions with my company's credit card company, so long as the transaction corresponds to the terms indicated in this authorization form. I agree that if the credit card is declined for any reason, I will arrange for another form of payment to be made within two (2) business days after being notified. I agree that United Recycling & Container has the right to cease any further business with my company until the invoice with the declined payment is paid in full.

I, hereby authorize United Recycling & Container to charge the following credit card for invoices generated for				
	(Name of Business) according to United Recycling & Container's Terms,			
Conditions and Credit Policy.				
Card #:				
Name on Card:				
Expiration Date:	Security Code:			
Billing Address:				
Signature:	Date:			

Please send application to <u>Ar@unitedrecyclingco.com</u> or your sales representative.

TERMS, CONDITIONS AND CREDIT POLICY The following are our monthly Charge Account Terms and Credit Policy: 1.Our terms are Net 15 days. Invoices are issued weekly and, unless otherwise approved by United Recycling & Container must be paid within 15 days of the invoice date. 2. Accounts are considered DELINQUENT if payment has not been received in our office by the 16th day following the invoice date. 3. Accounts delinquent 60 days from the date of invoice are subject to a 1.5% finance charge(\$5.00 minimum fee) each month thereafter until the invoices are paid in full. Further, the account will be on a 'CASH' basis for all future purchases until the past due invoices are paid in full. 4. The customer is responsible to pay for any collection and/or legal fees incurred to collect ondelinquent accounts. 5.NSF/Returned checks are subject to a \$30 handling charge. We require that NSF checks be replaced with cash, a money order or a cashier's check. 6.Requests for copies of statements or invoices should be made promptly so that payment is not delayed. Missing invoices are not considered a valid reason for late payment. 7. Lack of purchase order or job numbers do not affect these Terms, Conditions and CreditPolicy. 8.All inquiries regarding statements or billing problems should be directed to us at (360) 668-4300 or ar@unitedrecyclingco.com. 10. Containers not serviced for 14 days are subject to a \$20 per day rental fee unless otherwise quoted.

DEMOLITION/RENOVATION All projects that include the renovation or demolition of a structure require an asbestos survey and subsequent "Clean Air" permit from the Puget Sound Clean Air Agency. Please refer to the Puget Sound Clean Air Agency website (www.pscleanair.org) for further clarification.

CONTAMINATED LOADS United Recycling & Container accepts loads of 90%+ recyclable material which include, but is not limited to, construction and demolition debris, broken concrete and asphalt, clean wood, flattened cardboard, plastics, gypsum, metal and brush/landscape debris. United Recycling & Container cannot accept or transport household garbage, tires, treated wood, paints, oils, solvents, railroad ties, asbestos materials, monitors, TV's or other items not deemed "recyclable". If these items are discovered in a load (either hauled by the customer or in our container), we will ask you to remove the items and/or your invoice will reflect a surcharge indicating the amount found. CONTAINER SERVICE If you have requested Container Service, United Recycling & Container agrees to set a container at your (customer) site, pick up the container and recycle the materials at our recycling facility. The customer accepts full responsibility for any and all damage to the container that may occur while at the customer site. Customer agrees to hold United Recycling & Container harmless for any damage or injuries that may occur to property, buildings, or persons as a result of a container being set and/or picked up at a customer site. It is the customer's responsibility to ensure that there is clear access to the container, so that the driver can safely load/unload the container on/off the truck. Customer also agrees that United Recycling & Container is providing

for the improvement of real property and may lien the property pursuant to RCW Section 60.04. Additional charges due to exceeding the rental period, rush orders, damage, or any other charge or additional work may be added to the billing.

CONTAINER SAFETY For the safety of our customers and their staff, as well as our drivers, please do not overload the container. To comply with Washington State Department of Transportation, the material may not stick up above the top rim or weigh more than 10 tons (or 20,000 pounds). Also, the rear doors of the container must be closed and lockable when United Recycling & Container arrives to remove the container. If you are concerned about the weight of the items you need to place in the container, or if you need an additional container(s) to accommodate your materials, please call United Recycling & Container at 360-668-4300.

DISPUTES AND REMEDIES If a dispute cannot be resolved between the parties, then either party may file suit in an appropriate court of jurisdiction in Snohomish County. If suit is filed in Superior Court, the dispute will be decided according to the mandatory arbitration rules of Snohomish County, regardless of the amount in dispute, and each party expressly waives the dollar limits currently in effect according to the mandatory arbitration rules of Snohomish County. If any dispute arises between the parties, the parties shall make a good faith effort to meet in person and resolve the dispute without resorting to litigation or arbitration. It is a condition precedent to asserting any claim or counterclaim in any litigation or arbitration proceeding that the claiming party first allege and prove that it presented its claim in writing to the other party prior to filing a lawsuit or the appointment of the arbitrator. The arbitrator shall have authority to determine the amount, validity, and enforcement of a lien. The parties shall each waive their right to file any appeal for a trial de novo in Superior Court and should agree to accept the arbitrator's award as final and binding. If a dispute occurs and either party incurs legal expenses, including the cost of an arbitration proceeding, the prevailing party shall be awarded its cost and attorney's fees. If a court finds any provision of these terms and conditions invalid or unenforceable, the remainder of these terms and conditions shall be interpreted so as best to effect the intent of the parties.

GUARANTY In consideration of the future extension of credit in connection with the sale of goods by Topsoils, Inc., d/b/a United Recycling & Container, referred to herein as "Creditor" to, applicant, referred to herein as "Purchaser," the undersigned, in his or her individual and personal capacity, referred to herein as "Guarantor," hereby: 1.Guarantees jointly, severally and unconditionally, the payment of all amounts which are now or which may become due to Creditor, its successors and assigns, from Purchaser for goods or services sold; these amounts may be referred to herein as the "Purchaser's In debtedness." 2.Waives demand, protest, presentment, and notices of all kinds, including, without limitation, notice of acceptance of this Guaranty: extension of credit to the Purchaser; extension of time for the payment or renewal of any part or all of the Purchaser's Indebtedness; presentment, protest, and non-payment of any bills, checks, trade acceptances, notes, or other instruments evidencing Purchaser's Indebtedness; any demand made by Creditor upon Purchaser; and any default, insolvency, or bankruptcy of Purchaser.

- 3. Consents to the extension of time for payment or renewal of any part or all of Purchaser's Indebtedness and to the receipt by Creditor of any collateral, security, or guaranties of any kind from others for the payment of any part or all of the Purchaser's Indebtedness. 4. Subordinates to Creditor's claims against the Purchaser all amounts at any time owing by Purchaser to Guarantor; this subordination shall not be deemed to prevent Purchaser from paying any amounts owing to Guarantor so long as Purchaser is solvent and able to pay i debts as they mature, but shall be effective only in the event of insolvency, bankruptcy, or receivership of Purchaser or any assignment by Purchaser for the benefit of creditors, in any of which events Creditor, to the extent necessary to satisfy Purchaser's Indebtedness, shall be entitled to the share of any dividend payments otherwise payable to Guarantor. 5. Agrees that it shall not be a condition precedent to any of the liabilities of Guarantor hereunderor to the enforcement of any rights by Creditor that a remedy be pursued or any other action be taken against Purchaser, its property, or any other collateral, security, or guaranty. 6. Agrees that, should legal action be taken to enforce this Guaranty, Guarantor will payreasonable attorney fee s incurred in connection with the collection of all monies due plus all court costs and fees, and agrees that the venue of any suit brought to collect under this agreement will be in Snohomish County, Washington. 7. Agrees that this Guaranty shall continue until terminated by written notice sent by registeredor certified mail to Creditor at 18827 Yew Way, Snohomish, WA 98296, effective thirty (30) days after receipt thereof; termination, however, shall not affect the liability of the undersigned for the payment of any indebtedness incurred by Purchaser prior to the date of termination. 8. Agrees that the sale of goods by Creditor to Purchaser on credit terms shall constitute anacceptance of and adequate consideration for the provisions hereof. By my signature below, I acknowledge I have the legal authority to sign this Guaranty In Addition:
- Loads over 13 tons will be charged an additional \$100/ton, in addition to the initial expected rate of materials involved. Overweight loads that cannot be picked up will be charged a dry run charge of \$220.
- A \$105/hr. fee will be included to extended onsite driver wait times. Wait times of 15 minutes or less will not be charged a fee.
- A \$105/hr. fee will be included towards the labor of ensuring loads are not over height. Loads that do not require further attention by the driver, upon pickup will not be charged a fee. Loads that cannot be reduced safely by the driver, will be charged a dry run fee until the customer reduces the load below the top rail.

Our goal at United Recycling is to inform and educate, so that these charges are not applied, and that our drivers are kept safe, and our equipment functioning.

These fees will only be added if the above criteria are NOT met.