



Laney Materials, LLC t/a The Recycling Center CREDIT APPLICATION

Internal Use Only: Approved /Denied
 Date Approved: _____
 Credit Limit: _____
 By: _____

BUSINESS CONTACT INFORMATION			
Company Name		Date business commenced	
Owner/Principal #1		How long at current address?	
Principal #2		Tax ID #	
Phone		<input type="checkbox"/> Sole proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Other	
Fax			
E-mail			
Registered company address City, State ZIP Code			

BUSINESS AND CREDIT INFORMATION			
Interested Products:		Bank name:	
<input type="checkbox"/> Crushed Concrete <input type="checkbox"/> Asphalt Millings <input type="checkbox"/> Virgin Stone <input type="checkbox"/> Other	<input type="checkbox"/> Dumps (Dirt) <input type="checkbox"/> Dumps (Asphalt) <input type="checkbox"/> Dumps (Concrete) <input type="checkbox"/> Roll-Off Services	Primary business address City, State ZIP Code	
		Bank Phone	
		Account number	
		Type of account	<input type="checkbox"/> Savings <input type="checkbox"/> Checking <input type="checkbox"/> Other

BUSINESS/TRADE REFERENCES			
Company name		Phone	
Address		Fax	
City, State ZIP Code		E-mail	
Type of account		Contact Person	
Company name		Phone	
Address		Fax	
City, State ZIP Code		E-mail	
Type of account		Contact Person	
Company name		Phone	
Address		Fax	
City, State ZIP Code		E-mail	
Type of account		Contact Person	

AGREEMENT

1. All invoices are to be paid 30 days from the date of the invoice.
2. Service charges and Interest of 1.75% per month will be applicable on all accounts past due after 30 days.
3. The applicant signing the Personal Guarantee agrees that the undersigned may be held jointly and severally liable on said accounts.
4. By submitting this application, you authorize Laney Materials, LLC t/a The Recycling Center to make inquiries into the banking and business/trade references that you have supplied.

SIGNATURES			
Principal #1		Principal #2	
Signature		Signature	
Name and Title		Name and Title	
Date		Date	



Laney Materials, LLC t/a The Recycling Center
Personal Guaranty

Internal Use Only: Approved /Denied
Date Approved:
Credit Limit:
By:

In consideration of and as an inducement to the periodic extensions of credit by Laney Materials, LLC t/a The Recycling Center 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, agents, or personal guarantors, if any (collectively referred to in this Guaranty as "Customer"), the undersigned hereby jointly and severally guarantee payment to the Seller in accordance with the terms and conditions set forth in the credit application Agreement of all sums, including interest and any other fees and charges, now due or which may hereafter become due and owing to the Seller by the 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 Agreement, and the undersigned agree that any such renewal, extension, substitution, modification, amendment or enforcement shall no way impair or affect the liability of this Guaranty. The undersigned agree that the 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 US 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 thirtieth (30th) 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. Termination of this Guaranty by any single Guarantor will not affect the existing and continuing obligations of any other Guarantor hereunder. This Guaranty shall remain in full force and effect with respect to all materials supplied under the account of the Customer until Seller has received written notice closing Customer's account or terminating this Guaranty mailed US certified, return receipt requested, no matter what person or entity ordered or used the labor and materials 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 benefitting 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 the 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 consultation, litigation, Post-Judgment, collection procedures (discovery, garnishment, levy, contempt proceedings, insolvency, or bankruptcy proceedings and Proceedings Supplementary) and appellate services, as well as attorney fees incurred in litigating entitlement to, and quantifying the amount of, attorney fees. These terms shall be governed by the laws of the State of Maryland, without regard to its choice of law provisions. Any controversy or claim arising out of or relating to these terms shall be litigated exclusively in the circuit court of Prince George's County, Maryland or at Seller's discretion in the United States District Court for the Southern District of Maryland, Greenbelt Division. Customer hereby expressly submits and consents in advance to such jurisdiction in any action or proceeding commenced by Seller in such court. Customer waives any claim that Prince George's County, Maryland, or the United States District Court for the Southern District of Maryland, Greenbelt Division, is an inconvenient forum or an improper forum based on lack of venue, the Undersigned voluntarily and irrevocably waive trial by jury with respect to any action or claim brought with this Guaranty. In the event of default in payment the undersigned agrees that a 21% per annum rate of interest shall apply to any Judgment obtained against the undersigned.

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 Maryland. This Guaranty shall inure to the benefit of the 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 and execution by electronic signature or delivery of this Guaranty to Seller by Fax or email shall not impair the legal validity of the signatures below or the enforceability of this Guaranty.

Witness: By: Date:

Print Witness Name: Print:

Individually as Guarantor

Witness: By: Date:

Print Witness Name: Print:

Individually as Guarantor

The undersigned personal guarantor(s), recognizing that his, or 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 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: