



Type of Customer

Environmental Alternatives, Inc.
Construction and Demolition Debris Roll Off and Recycling

WWW.EAIROLLOFF.COM

CREDIT APPLICATION
(Please Print or Type)

Applicant's Business Name _____ Telephone _____

Address _____

Business Classification: Incorporated _____ Partnership _____ Proprietorship _____ LLC _____

Date Established _____

Type of Business _____

State Lic. No. _____ County Lic. No. _____ Tax ID No. _____

Are Purchase Orders Required? Yes _____ No _____

OFFICERS, PARTNERS OR PROPRIETORS

Name Title Address

Name Title Address

Name Title Address

Trade References

Name _____

Name _____

Address _____

Address _____

Phone _____

Phone _____

Contact name/email:

Contact name/email:

Acct No. _____

Acct No. _____

Bank Reference

Name _____

Name _____

Address _____

Address _____

Phone _____

Phone _____

Contact name/email:

Representative _____
Acct No. _____

ENVIRONMENTAL ALTERNATIVES, INC.

TERMS AND CONDITIONS

1. Pricing/Rate Adjustments. Disposal fees are a significant portion of the cost of services provided. Contractor may increase the charges proportionately to reflect any increase in such cost. Changes to rates, frequency of collection service, or the amount, capacity and type of equipment used may be agreed upon verbally, in writing, or by actions and practices of both parties. Unless otherwise noted on the Service Agreement, in the absence of activity or usage of the disposal container (the "equipment"), EAI reserves the right to charge container fees, at a maximum rate of \$3.00 per day, providing non-usage has occurred for a minimum thirty (30) day period.

The following formula is provided to permit the Customer to determine the service cost, if any, for each collection: The amount billed for the period, divided by the number of collections for which billed, minus N/A for landfill disposal, equals the credit/refund amount.

2. Unacceptable Wastes. The waste material to be collected and disposed of by EAI will not contain any hazardous, toxic or radioactive waste, municipal solid waste, liquid wastes, tires, contaminated soil or drums and tanks, asbestos, light bulbs, including, but not limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any other applicable State law. Customer agrees to defend, indemnify and hold EAI harmless against any damages for penalties arising from waste excluded above.

3. Recycling and Salvage. EAI will haul and deliver construction debris for Contractor/Customer to be recycled to permitted firms and facilities for recycling, reuse, and disposal to the extent by federal, state, and local regulations. It is solely the responsibility of the contractor to develop and manage any special request's or services involving rebates or incentives to any reuse, salvage and recycling of waste. Rebates will not be refunded to Contractor/Customer for any reasons after the fact or action has taken place.

It is the general intent of EAI, to the greatest extent practical and economically feasible, for all material demolished from an existing structure and all waste materials generated during new construction to be salvaged for reuse, resale, recycled into a new product, or properly disposed of in a rubble landfill. In this practice consideration will be given to the availability of viable markets for debris, the condition of the material as delivered, the ability to collect, divert and process the material in proper quantity, quality, condition, specification to available markets.

EAI will not warranty or guaranty under contract or any circumstance that debris will be recycled to the extent of percentage, weight or any other unit of measure to fulfill requirements of Regulations, Codes or Programs and is not responsible for loads containing material that is not recyclable. Contractor/Owner/Customer takes the full liability and responsibility to deliver material suitable for recycling in the regards to the availability of viable markets for debris, deliver the material(s) in suitable condition with the ability to collect, divert and process the material in proper quantity, quality, condition, specification to available markets. Contractor/Customer/Owner is fully responsible for the reporting of recycled materials, specified diversion rates and any guarantee of percentage to be recycled.

Containers deemed as Recycling Containers must be 100% free of foreign debris and contamination. If container's become contaminated with foreign debris, material or unacceptable waste and is rejected by the recycling facility then they will be disposed of as construction debris. It is solely the responsibility of the Contractor/Customer to manage and maintain the contents of the container and cleanliness surrounding the container.

4. Equipment/Services. EAI will provide equipment and services for the collection and disposal or recycling of Customer's non-hazardous waste materials. Equipment and service specifications are priced at the current disposal/recycling facility rates and are subject to change. Environmental Alternatives, Inc., reserves the right to suspend collections during severe inclement weather and all legal holidays.

5. Equipment Responsibility/Liability. Customer will be responsible for any loss or damage to the equipment, other than normal wear and tear. Customer will be responsible for ensuring legally loaded equipment and assumes responsibility for any overweight fees caused by their actions. Customer agrees to indemnify, defend and hold harmless Contractor against all claims, penalties, suits, damages and liabilities for injury or death to persons or loss or damage to property from Customer's use, operation or possession of the equipment. Customer shall provide unobstructed access to the equipment on collection day. If access is obstructed, Customer will be notified, and any additional services or attempts for service shall be charged accordingly.
6. Pavement Damage. Contractor/Customer agrees that (EAI) will not be responsible for any damage to Contractor/Customer's pavement, asphalt, or curbs resulting from weight of vehicles from servicing at designated area agreed upon by Customer. Contractor/Customer agrees that any right of way and area provided for container or equipment placement is sufficient to bear the weight of all equipment and vehicle's necessary to perform the service requested. Contractor/Customer assumes all liabilities for any damage to pavement, curb, sidewalk, private roads, road surfaces, right of way surfaces and any objects blocking or protruding the right of way of the equipment and vehicle performing requested task.
7. Waiver and Consent for Container Placement. The Undersigned party hereby agrees that he/she has not relied upon the skill and judgment of Environmental Alternatives, Inc (EAI) regarding the placement of Roll-Off containers and Compactors at the referenced site, and that said placement of container(s) and compactors is made without warranty by EAI as to suitability or guarantee against damages. In the event that any damages occur as a result of or in connection with any advised against container placement, EAI shall assume no liability or responsibility for said damages.
8. Loading/Transportation Regulations. Maryland, Virginia, and the District of Columbia are regulated by DOT and State weight and loading restrictions. In Maryland containers cannot exceed 16 Tons loaded and in Virginia and the District of Columbia containers are limited to 11 Tons loaded. Customer is responsible to load the containers in accordance with State and Federal regulations with regards to weight, volume, or height. Customer shall be solely responsible for all liabilities that result from overloads including all damages, fines and penalties.
9. Payment Terms. Payment is due within ten (10) days upon receipt of Invoice. Accounts over thirty (30) days will be charged a two percent (2%) per month, or twenty-four percent (24%) per annum finance charge. Accounts requiring an attorney for collections will be charged a thirty percent (30%) collection fee, or the maximum legal limit.
10. Credit Card Transactions. All Credit Card Transactions including Customers with and without accounts will be charged before Contractor releases equipment for requested services. Authorized payment to EAI or Contractor by Contractor/Customer via Credit Card, will extend to the completion of project and remain in effect for all charges occurring under Contractor's account.
11. Termination. This Agreement may be terminated by either party upon sixty (60) days prior written notice specifying a termination date at the end of any yearly period, or immediately upon a breach of this Agreement. In the event Customer terminates this Agreement, other than as provided for above, Customer shall pay to EAI any liquidated damages (i) if the term of Term of Agreement is six (6) months or more, Customer shall pay its most recent bill from EAI multiplied by six (6); or (ii) if the Term of Agreement is less than six (6) months, Customer shall pay its most recent charge multiplied by the months remaining of the Term. Contractor may terminate this Agreement, without notice, in the event Customer violates any provisions as set forth in Item 2 above.
12. Indemnity. Customer hereby agrees to indemnify, defend and hold Environmental Alternatives Inc. its agents, employees, officers, directors, subsidiaries, shareholders, affiliates, successors, and assigns harmless from and against all liability, expenses (including, without limitation, Court costs and attorney's fees) and claims for damages of any nature whatsoever, known or unknown, which Company may incur, suffer, become liable for, or which may be asserted or claimed against Company as a result of the acts, errors, or omissions of Customer or violation of breach of any provision of this Agreement. Customer's duty to defend, indemnify and hold Company harmless shall survive beyond the expiration of this Agreement.

13. Attorney's Fees. In the event of a breach of this Agreement, the breaching party is responsible for all attorney's fees and collection fees brought and enforced by this Agreement.

14. Miscellaneous. If any conflicts exist in this Agreement between terms which are printed and those which are typed or written, the typed or written language shall govern. This Agreement shall be binding on the parties and their successors and assigns. Any modification or changes made to the Terms and Conditions without permission will not apply and the written document still governs. The representations, warranties and indemnifications contained herein shall survive the termination of this Agreement.

15. Operations and Service Hours. EAI operating hours are Monday thru Friday 6:00 AM to 6:00 PM. Any services requested outside of hours of operation will be subject to additional operating costs. A \$75 Unable to Service fee will apply if container is inaccessible at time of scheduled service. A Truck time rate of \$100 will apply when trucks are delayed on service calls or asked to sit idle. EAI Allows 20 minutes for a service to take place, any services delayed by this service time window are subject to the \$100 hr. truck time charge. Environmental Alternatives, Inc., reserves the right to suspend collections during severe inclement weather and all legal holidays. Holidays observed by the Company are: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day.

CUSTOMER INFORMATION/SIGNATURE:

**If Corporation/Sole Proprietorship,
Signature of Officer, Proprietor:**

**If Limited Partnership,
Signature of General Partner or President of
General Partner:**

[Signature and Date]

[Signature and Date]

[Print Name and Title]

[Print Name and Title]

[Address, City, State, Zip]

[Address, City, State, Zip]

**If Limited Liability Company,
Signature of Managing Member:**

[Signature and Date]

[Print Name and Title]

[Address, City, State, Zip]

Do Not Write Below This Line

=====

Date: _____

Credit approved by: _____

Credit Limit \$ _____

Credit rejected by: _____

Salesman No.: _____

Customer Class: _____

Your application for credit will not be considered unless the Personal Guaranty section is Completed and signed by the authorized parties.

PERSONAL GUARANTY

In order to induce Environmental Alternatives Inc. (EAI) to extend credit and/or continue to extend credit or to allow the continuation of credit or accounts heretofore or presently existing to or from _____ (Customer), or to otherwise become a creditor of Customer, the undersigned jointly, severally and unconditionally guarantee to EAI prompt and full payment of all monies now due or which may become due to EAI by Customer, including any interest or service charge which may be applicable. Guarantor further agrees to be responsible for all cost and expense incurred a result of a breach of the Terms and Conditions of the Credit Application of Customer. This is a continuing guaranty and shall be revocable only as to transactions entered into between EAI and Customer subsequent to three (3) banking days following the receipt by on of EAI's Officers of a notice of termination sent by the undersigned by certified mail, return receipt requested. The undersigned waives notice of acceptance hereof, and notice of orders, sales and deliveries to Customer, and of the amounts and terms thereof, and of all defaults by or disputes with Customer. Their obligation of the undersigned is a primary and unconditional obligation, and covers all existing and future indebtedness of Customer to EAI.

Should any payment requires by Customer hereunder not be made when due, the undersigned hereby empower any attorney of any court of record within the United States or elsewhere to appear for them, and after one or more declarations filed confess judgment against them as of any term of the sum then owed by Customer to EAI , with costs of suit and attorney's fees of the greater of \$200.00 or 30% of said sum for collection.

The undersigned hereby waives formal acceptance of this Guaranty, notice of the maturity of payments, notice of default by the Customer and any and all notices required by statute or otherwise.

WITNESS:
Please print or type

Name _____
Address _____
Phone _____

Signature _____

Name _____
Address _____
Phone _____

Signature _____

GUARANTOR:
Please print or type

Name _____
Address _____
Phone _____

Signature _____

Name _____
Address _____
Phone _____

Signature _____

Please do not write or type below this line.

Date: _____

Credit approved by: _____ Credit Limit: _____

Credit rejected by: _____

ENVIRONMENTAL
ALTERNATIVES
INC.

Construction & Demolition Roll-Off Service

RE: Overweight Charges/Ritchie Land Reclamation

Dear Customer:

Please be advised that Environmental Alternatives, Inc., will be charging our customers for all overweight fees incurred while servicing your job sites. Ritchie Landfill charges, in addition to the normal tipping fee, which is based on legal loads, fifty dollars (\$50.00) per ton for the portion of the load above the legal Maryland weight limits.

If your crews have a tendency to overload, please urge them to be careful – legal loads save a lot of money. As you know, should the state scales weight the overweight load, the cost will be far greater than \$50.00 per ton.

Sincerely,

A handwritten signature in black ink, appearing to read "Buddy Johnikin", with a long horizontal flourish extending to the right.

Buddy Johnikin, EAI