



**ALTO RECYCLING, LLC
A FLORIDA CORPORATION
CREDIT APPLICATION
(OPEN ACCOUNT)**



The following information is given in confidence to Alto Recycling, LLC (Seller) to secure the granting of, or continuing of, credit purchase materials and/or services from Alto Recycling, LLC. Approval by the undersigned is hereby given to Alto to verify, check and review any, and all, credit information.

1. Name of Business _____
2. P.O. Box _____ Street Address _____
3. City _____ County _____ State _____ Zip _____
4. Type/Nature of Business _____ Years in Existence _____
5. Phone No. (____) _____ Fax No. (____) _____
6. We are _____ General Contractor _____ Sub-Contractor _____ Owner _____ SS# _____
7. Our Business _____ Corporation _____ Partnership _____ Sole Proprietorship _____ F.E.I.D. # _____
8. STATE CONTRACTORS LICENSE # _____
9. COUNTY LICENSE # _____
10. Are written purchase orders issued: _____ No _____ Yes
11. Principal Business Bank _____
 - A. Address _____
 - B. Banker's Name _____ Phone Number (____) _____
 - C. Account # _____
12. Blanket Certificates of Resale # _____
13. Three Trade References and Addresses
 - Firm _____ Account # _____ Phone No. _____
 - Address _____ Fax No. _____
 - Firm _____ Account # _____ Phone No. _____
 - Address _____ Fax No. _____
 - Firm _____ Account # _____ Phone No. _____
 - Address _____ Fax No. _____
14. The applicant agrees to update the application on a yearly basis and/or upon the request of Alto.
15. Applicant hereby represents and warrants to Alto that the information on this application is true and correct .
16. Applicant agrees to the following General Conditions Of Sale:

Sign & Date _____

GENERAL CONDITIONS OF SALE

1. **ACCURATE INFORMATION:** The undersigned (hereafter referred to as “Buyer”), certifies that the above information is true, correct, and Alto may rely upon such information and representations in its decision to extend credit for purchases. Buyer further agrees and covenants that any changes should immediately be brought to the attention of Alto in writing. Buyer agrees that this application is submitted for the purpose of obtaining credit, and agrees to and binds itself individually and its companies and/or corporations to all the flowing terms and conditions of sale on all sales from Alto Recycling, LLC.
2. **PRICE AND PAYMENT TERMS:** ALL INVOICES ARE DUE NET 30 DAYS FROM INVOICE DATE. A Time Price Differential (T.P.D) of 1.5% per month will be charged on accounts more than thirty (30) days past due. The T.P.D. is an annual rate of 18%. Notice to Owner (N.T.O.) information is required and issued on a per job basis. N.T.O. information is required before any materials are loaded or work is performed.
3. **WARRANTY:** Seller hereby warrants that crushed concrete and stone materials sold will be 95% free of metal and wood. Upon notification to Seller by Buyer of any alleged breach of warranty within thirty (30) days from the date of purchase, Seller will, at its option, provide replacement material at its location for pickup by Buyer, or issue a refund to Buyer for the price of said material and such option shall be Buyer’s exclusive remedy. **SELLER HEREBY DISCLAIMS ALL OTHER EXPRESSED AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WORKMANSHIP. UNDER NO CIRCUMSTANCES WILL SELLER BE LIABLE FOR INDIRECT, LIQUIDATED, INCIDENTAL, PUNITAIVE, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND. SELLER’S LIABILITY, IF ANY, SHALL BE LIMITED TO THE NET SALES PRICE RECEIVED BY SELLER.**
4. **ATTORNEY’S FEES AND COSTS:** Should either party employ an attorney to enforce any provisions of the Agreement, protect its interest in any matter arising under this Agreement, recover damages for breach of this Agreement, or to enforce any indemnity provided for in this Agreement, then the party prevailing shall be entitled to recover from the other party all reasonable cost, charges, and expenses, including “attorney’s fees”, expended or incurred in connection with such matter. As used throughout this Agreement, the term “attorney’s fees” shall be deemed to include all fees and costs, including the fees of the attorney, witness fees (expert and otherwise). Deposition cost, copying, and telephone charges and other expenses incurred before, at, or after trial or appeal (whether or not actually used in the trial or appeal) , or in connections with any administrative proceedings, bankruptcy proceedings, or appeal from such processing, whether or not such costs would be taxable in such proceedings.
5. **VENUE:** Buyer hereby waives any and all privileges and rights which they may have under Chapter 47, Florida Statutes, relating to venue, as it now exists or may hereafter be amended and agrees that any legal action brought for collection of past due accounts, may be brought in the appropriate court in Hillsborough County, Florida.
6. **DEFAULT:** A failure to make timely payment or a failure of any term if this application shall be deemed a breach of this contract by Buyer. Such a breach shall constitute and be deemed a breach of any other contracts by and between Buyer and Seller. Buyer agree (s) that upon breach of this or any other agreement with Seller, Seller may deduct from this agreement or any other agreement the amounts due and owing to Seller.
7. **OVERWEIGHT VEHICLES:** The Undersigned is responsible for overweight trucks. Seller makes no representations regarding the weight of buyer’s trucks empty or loaded and any responsibility or liability for overweight vehicles shall belong solely to Buyer.
8. **INSPECTION AND ACCEPTANCE:** Buyer has a duty to inspect all materials at the time and place of delivery and if not rejected, the materials shall be deemed accepted by the undersigned.

Sign & Date _____

9. **ASSIGNMENT:** The undersigned may not assign its rights or delegate its performance hereunder without the prior written consent of Alto, and any attempt at assignment or delegation without such consent shall be void.
10. **CONTROLLING LAW:** This contract is to be construed according to, and under the Uniform Commercial Code and adopted by, the State of Florida. This document constitutes the full understanding of the parties and no terms, conditions, understandings or agreements supporting to modify or vary the terms of this document shall be binding unless both parties sign writing thereto.
11. **ENTIRE AGREEMENT** These terms and conditions control the relationship between Buyer and Seller and constitute the entire agreement between the parties. In the event that any purchases order, invoices or request for materials provided by Buyer differ from or attempt to alter the terms of this agreement, Buyer agrees that these terms control and supersede same.
12. **DESIGNATION OF PAYMENTS:** Buyer shall submit with each payment a designation of payment in a form acceptable to Seller, specifying particular invoices or accounts to which payment is to be applied.
13. **WAIVER OF JURY TRIAL: BUYER AND ANY GURANTOR(S) HEREBY KNOWINGLY AND VOLNTARILY WAIVE ITS RIGHT TO ANY TRIAL BY JURY WITH REGARD TO ANY ISSUES OR DISPUTES ARISING FROM THE SALE OF MATERIALS BY SELLER, OR ARISING FROM OR RELATED IN ANY WAY TO THIS AGREEMENT.**
14. **INDEMNIFICATION:** Buyer and guarantor (s) at its own cost and expense, shall assume liability, indemnify, defend and hold harmless Seller, its officers and employees, successors and assigns, from and against any liability and all loss, costs, damages, expenses, including court costs, reasonable attorney's fees, reasonable appellate attorney's fees, paralegal fees and disbursements paid for or incurred by Seller whether or not suit shall be commenced, on account of claims for whatever reason, including, but not limited to personal injury, including death, sustained by a person or persons whomsoever, including employees of Buyer and guarantor(s), and for injury to or damage or destruction of property or person or organization, including loss of use thereof, arising out of or resulting before, after or in connection with the purchase or sale of any material by Buyer from Seller and/or guarantor(s) regardless of any negligence by Seller.
15. **CREDIT AUTHORIZATION:** I/We authorize Seller to seek credit information on my/our firm and myself from the above banks and firms.

Name of Business: _____

Print Name: _____

Title: _____

Date: _____

GUARANTY

As consideration for Seller extending credit to Applicant, I/We jointly and severally hereby personally and unconditionally guarantee payment of any obligation of the above Applicant to Seller and agree to pay, on demand, without offset, any and all sums due from Applicant to Seller. Guarantor further agrees to pay all costs of collection, including court costs, interest at the rate of 18 percent per annum, and reasonable attorney's fees which Seller may incur in the collection of any sums due from Applicant to Seller. Guarantor(s) may only revoke this guaranty by giving written notice to Seller of such revocation shall not relieve Guarantor(s) of obligations incurred prior to Seller's receipt of such written notice of revocation.

Print Name: _____

(Individually)

(Date)

Sign & Date _____