



Coffman Recycling Center

8027 Reichs Ford Road
Frederick, Maryland 21704
Phone: 301-695-ROCK (7625)
www.coffmanrecycling.com

Credit Application

Application Date: _____

Trade Name/DBA: _____

Corporation Name: _____

Street Address: _____

City: _____ **State:** _____ **ZIP Code:** _____

Main Phone: _____ **Main Fax:** _____

Primary Contact: _____ **Contact E-Mail:** _____

_____ **Contact Phone:** _____

Accounts Payable: _____ **A/P E-Mail:** _____

_____ **A/P Phone:** _____

Website Address: _____

Federal EIN: _____ **Tax Exempt No.:** _____

Type of Business: _____ **Credit Line Requested:** _____

Choose One:
 Corporation Proprietorship Partnership LLC **State Incorporated:** _____ **Years In Business:** _____

D&B No.: _____ **Business License No.:** _____

Has the undersigned filed or been the subject of a bankruptcy as a company or an individual? Yes No
 NOTE: All business entities must provide a current Certificate of Good Standing verifying the entity's good standing to do business in the state of Maryland.

OWNERS (If Sole Proprietorship) <OR> OFFICERS (If Corporation)

Owner Name: _____ **% of Business Owned** _____

Home Address: _____

Home Phone: _____ **Social Security No.:** _____

Officer Name: _____ **% of Business Owned** _____

Home Address: _____

Home Phone: _____ **Social Security No.:** _____

Officer Name: _____ **% of Business Owned** _____

Home Address: _____

Home Phone: _____ **Social Security No.:** _____

BANK REFERENCE

NOTE: Current financial statement are required with this application. Updates are required as requested by Coffman Recycling Center.

Bank Name: _____

Street Address: _____

City: _____ **State:** _____ **ZIP Code:** _____

Contact Name: _____ **Contact E-Mail:** _____

Phone: _____ **Fax:** _____

Loan/Acct No.: _____

BUSINESS/CREDIT REFERENCES

Creditor: _____ **Date Relationship Began:** _____

Street Address: _____

City: _____ **State:** _____ **ZIP Code:** _____

Contact Name: _____ **Contact E-Mail:** _____

Phone: _____ **Fax:** _____

Loan/Acct No.: _____ **Approved Credit Limit:** _____

Creditor: _____ **Date Relationship Began:** _____

Street Address: _____

City: _____ **State:** _____ **ZIP Code:** _____

Contact Name: _____ **Contact E-Mail:** _____

Phone: _____ **Fax:** _____

Loan/Acct No.: _____ **Approved Credit Limit:** _____

Creditor: _____ **Date Relationship Began:** _____

Street Address: _____

City: _____ **State:** _____ **ZIP Code:** _____

Contact Name: _____ **Contact E-Mail:** _____

Phone: _____ **Fax:** _____

Loan/Acct No.: _____ **Approved Credit Limit:** _____

Creditor: _____ **Date Relationship Began:** _____

Street Address: _____

City: _____ **State:** _____ **ZIP Code:** _____

Contact Name: _____ **Contact E-Mail:** _____

Phone: _____ **Fax:** _____

Loan/Acct No.: _____ **Approved Credit Limit:** _____

BY THE AUTHORIZED SIGNATURES BELOW, THE APPLICANT AND ALL GUARANTORS EXPRESSLY AGREE THAT THE TERMS AND CONDITIONS LISTED BELOW ARE INCORPORATED HEREIN AND MADE A PART HEREOF AND ARE MATERIAL AND INTEGRAL TO THE APPROVL OF CREDIT CONTEMPLATED HEREIN.

Terms and Conditions

1. *Payment Terms - All accounts are due (payment received) and payable within thirty (30) days of the mailing of the invoice by Coffman Recycling Center. The Applicant further acknowledges that the foregoing payment terms are subject to change without notice. The Applicant's continued right to purchase goods or services from Coffman Recycling Center shall be contingent upon Applicant meeting the financial qualifications established by Coffman Recycling Center from time to time. Coffman Recycling Center may terminate its' relationship with Applicant at any time, with or without cause, upon written notice to Applicant without further liability or obligation of any nature or any kind.*

2. Representations by Applicant - In order to induce the extension of credit requested, the Applicant represents and warrants that the information provided in this Application is true and accurate and acknowledges that the information is being relied upon to determine the Applicant's credit worthiness. The Applicant agrees to notify Coffman Recycling Center of any changes in name, address, ownership, or legal entity status. The Applicant and all personal guarantors authorize Coffman Recycling Center to contact any of the references provided in this Application and further authorize each of those references to disclose to Coffman Recycling Center any and all information the reference may have related to the Applicant. The execution of this Application does not obligate Coffman Recycling Center to sell any goods or extend credit to the Applicant. The decision to extend credit or sell goods to the Applicant shall be made in the sole discretion of Coffman Recycling Center after reviewing this Application and conducting any independent investigation of the Applicant's credit history that it may determine is necessary. If the Applicant is a corporation or other legal entity, the person signing this Application on behalf of the Applicant represents and warrants that he/she has the authority to do so on behalf of the entity, and that the entity is a valid legal entity and authorized to do business in the State of Maryland.

3. Maryland Law. Jurisdiction and Venue - This Application was made in the State of Maryland, and shall be governed by, construed, interpreted and enforced in accordance with the laws of the State of Maryland. All suits, proceedings and other actions relating to, arising, directly or indirectly, out of or in connection with this Application and/or the sales made pursuant hereto shall be submitted to the in personam jurisdiction of the applicable courts of the State of Maryland, and venue for all such suits, proceedings and other actions shall be in Frederick County, Maryland. The parties, jointly and severally, hereby waive any claim or objection to in personam jurisdiction and venue in the courts of Frederick County, Maryland.

4. Acknowledgement of Responsibility - As a material inducement to the extension of credit, Applicant agrees that in the event credit issued pursuant to this Application is not repaid in accordance herewith, Applicant agrees to reimburse Coffman Recycling Center for all costs, expenses, charges, and fees expended by Coffman Recycling Center in effecting collection, together with interest on the amount due at 18% per annum compounded monthly or at the highest rate of interest permitted by applicable law. If Applicant fails to make payment within thirty (30) days of invoice, Applicant hereby authorizes any attorney designated by Coffman Recycling Center to appear for Applicant in any court of record and confess judgment against Applicant without prior hearing, in favor of Applicant for, and in the amount of, the balance then due Coffman Recycling Center, all accrued and unpaid interest thereon, all other amounts payable by Applicant to Coffman Recycling Center hereunder, plus attorneys' fees of fifteen percent (15%) of the unpaid principal sum and interest thereon. Applicant hereby releases, to the extent permitted by applicable law all errors and all rights of exemption, appeal, stay of execution, Inquisition, and other rights to which Applicant may otherwise be entitled under any laws now in force and which may hereafter be enacted. The authority and power to appear for and enter judgment against Applicant shall not be exhausted by one or more exercises thereof by any imperfect exercise thereof and shall not be extinguished by any judgment entered pursuant thereto. Such authority may be exercised on one or more occasions or from time to time in the same or different jurisdictions as often as Coffman Recycling Center shall deem necessary or desirable, for all of which this Application shall be a sufficient Warrant. If Applicant's account with Coffman Recycling Center becomes past due and attorneys are engaged in connection therewith (with such attorneys' fees being due and payable at the time of such engagement, irrespective of whether any court filings have been made), to collect on the account, Applicant agrees that it shall pay Coffman Recycling Center's court costs and attorneys' fees. The parties expressly acknowledge that the transactions contemplated herein are commercial in nature and not subject to any consumer protection statutes.

5. Waiver of Jury Trial - Applicant and Coffman Recycling Center acknowledge that they have had the opportunity to be represented by counsel in the negotiation and execution of this Application, and therefore, it is expressly agreed that in the case of any vagueness, ambiguity and/or question or intent or Interpretation with regard to any provision of this Application, there shall be no presumption of construction against the drafter of such provision, but instead this Application shall be interpreted in with a fair construction of the law. Furthermore, Applicant will be responsible for the payment of any and all applicable sales and use taxes (or other similar taxes, charges or impositions) imposed on charges for goods and services provided by Coffman Recycling Center to Applicant under this Application. APPLICANT HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY COFFMAN RECYCLING CENTER AGAINST APPLICANT ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS APPLICATION AND/OR ANY CLAIM OF INJURY OR DAMAGE.

I HAVE READ AND FULLY UNDERSTAND THE ABOVE.

Legal Name: _____

Signature: _____

Title: _____

Date: _____

THIS APPLICATION SHALL BE OF NO FORCE AND EFFECT UNLESS A PERSONAL GUARANTY HAS BEEN FULLY EXECUTED AND ATTACHED HERETO BY APPLICANT IN FORM AND CONTENT DETERMINED BY COMUS IN ITS SOLE AND ABSOLUTE DISCRETION UNLESS WAIVED BY COFFMAN RECYCLING CENTER AS EVIDENCED BY THE SIGNATURE OF ITS DULY AUTHORIZED OFFICER:

Authorized Signature: _____

PERSONAL GUARANTY

As a material and integral term of the Application to which this Personal Guaranty is attached and as a material inducement to Coffman Recycling Center for extending the credit to the Applicant above, each of the undersigned do hereby jointly, severally and unconditionally personally guarantee payment of and agree to pay to Coffman Recycling Center on demand all obligations of the individual or business named above to Coffman Recycling Center in the same manner as if such guarantors or the primary obligors on the Applicant. Each guarantor hereby agrees that Coffman Recycling Center may proceed against anyone or more of the undersigned guarantors without notice or proceeding against the debtor, business or any other guarantor; Coffman Recycling Center may obtain credit reports and may provide credit information to others regarding each guarantor; to pay Coffman Recycling Center all obligations due and all expenses, including attorneys' fees, that Coffman Recycling Center incurs in enforcing this guaranty, it being understood and agreed that this Personal Guaranty is primary and direct. The undersigned guarantor agrees that this guaranty shall be governed by, interpreted and enforced in accordance with the laws of the State of Maryland, regardless of where the Applicant or guarantor is located, and that in the event of any dispute hereunder, guarantor agrees that it shall consent to jurisdiction and venue as set forth in the Application. Guarantor hereby waives notice of default, demand and nonpayment by the debtor or business and/or any modification and/or amendment to any of the business transactions governed by this Application.

GUARANTORS: Guarantor 1 Name: _____

Relationship: _____

Signature: _____ Date: _____

Guarantor 2 Name: _____

Relationship: _____

Signature: _____ Date: _____