

**TRANSPORT AGREEMENT**

This agreement remains in effect for all jobs serviced by Hungry Buzzard Recovery to the customer listed below.



Commercial Contractor  Homeowner

**ACCOUNT INFORMATION**

Customer: \_\_\_\_\_ Phone: \_\_\_\_\_

Billing Address: \_\_\_\_\_ Cell: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Fax: \_\_\_\_\_

**SERVICE NEEDED/SITE SPECIFICS**

Site Address: \_\_\_\_\_ PO/Job: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Container(s) Size(s): \_\_\_\_\_ Drop Date: \_\_\_\_\_ Days Requested: \_\_\_\_\_

Drop Notes: \_\_\_\_\_

Mixed Load (co-mingled):  Wood Only  Concrete/Asphalt

Dirt/Sod  Yard/Brush  Composite Roof  Shake Roof

**TERMS AND CONDITIONS:** Hungry Buzzard Recovery, LLC agrees to set a container at your (customer) site, pick up the container from the customers site and recycle the materials at a recycling facility. For this service it is agreed that the customer will pay per agreed terms. It is also agreed that the customer accepts full responsibility for any and all damage that is incurred to the container while it is in the possession of the customer. Customer also agrees to pay in full for any such damages. Customer agrees to hold Hungry Buzzard Recovery, LLC harmless for any damage or injuries that may occur to property, buildings, or persons as a result of a container being set at a customer’s site. Customer also agrees that should either party bring an action to enforce any of the provisions of this agreement, or to recover damages for the breach hereof, the prevailing party will be entitled to recover all reasonable attorneys fees and costs expended in connection with the action. Customer also agrees that Hungry Buzzard is providing for the improvement of real property and may lien the property pursuant to RCW 60.04.et.seq. In the event of default, Hungry Buzzard will add (35%) thirty five percent of any claim for collection costs pursuant to RCW 19.16.250 (18).

**CONTAMINATED LOADS:** Hungry Buzzard Recovery, LLC accepts only recyclable material including construction, demolition, land clearing and yard debris. Hungry Buzzard will not transport household garbage, tires, treated wood, paints, oils, solvents, railroad ties, PCB’s, asbestos materials, monitors, TV’s or other items not deemed “recyclable” by our partner facilities. If these items are discovered, we will ask you to remove them and/or your invoice will reflect a sur-charge indicating the amount found.

**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. Hungry Buzzard cannot haul asbestos laden material and therefore requires the appropriate paperwork to support the hauling of the material. Please refer to the Puget Sound Clean Air Agencies web-site at [pscleanair.org](http://pscleanair.org) for further clarification.

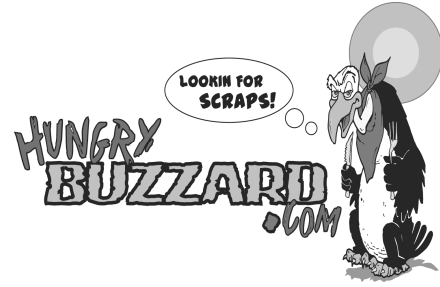
**AGREED – As an authorized signer for the customer listed above I offer my signature below:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

(Please fax signed agreement to 425-489-9245)

BUSINESS CREDIT APPLICATION



Company Name \_\_\_\_\_

Billing Address \_\_\_\_\_

Physical Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail Address \_\_\_\_\_

Web Address \_\_\_\_\_

\_\_\_\_ Corporation    \_\_\_\_ Partnership    \_\_\_\_ Proprietorship    \_\_\_\_ LLC    \_\_\_\_ Other

Type of Business \_\_\_\_\_ Year established \_\_\_\_\_

Yearly Gross Sales \$ \_\_\_\_\_ Net Value \$ \_\_\_\_\_

UBI # \_\_\_\_\_ Contractors Bond # \_\_\_\_\_

**NAMES AND ADDRESSES OF OWNERS, PARTNERS, MEMBERS OR OFFICERS:**

Name \_\_\_\_\_

SS # \_\_\_\_\_ Title \_\_\_\_\_

Address \_\_\_\_\_

Name \_\_\_\_\_

SS # \_\_\_\_\_ Title \_\_\_\_\_

Address \_\_\_\_\_

Name \_\_\_\_\_

SS # \_\_\_\_\_ Title \_\_\_\_\_

Address \_\_\_\_\_

**TRADE CREDIT REFERENCES:**

Vendor Name \_\_\_\_\_

Account # \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

Vendor Name \_\_\_\_\_

Account # \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

Vendor Name \_\_\_\_\_

Account # \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

**BANK REFERENCES:**

Bank Name \_\_\_\_\_

Account # \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

Bank Name \_\_\_\_\_

Account # \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

**CREDIT TERMS**

- Payment on all invoices is due by the 10<sup>th</sup> of the following billing month.
- All overdue invoices bear interest at 1.5% (ONE AND ONE-HALF PERCENT) per month on unpaid balances.
- Credit applicant agrees to pay all costs of collection, including court costs and attorneys fees.
- Credit terms and limit may be cancelled or changed by Hungry Buzzard Recovery, LLC at any time without notice.
- All transactions are governed by the laws of the State of Washington.

The Credit applicant accepts the above terms and states that all information contained in this credit application is true and correct. Credit applicant authorizes Creditor to contact all references, inquire as to credit information, and receive any confidential information relevant to approving credit.

_____ Signature of Credit Applicant	_____ Printed Name of Credit Applicant	_____ Date
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**GUARANTY**

In consideration of the future extension of credit in connection with transport and recycling of construction materials by Hungry Buzzard Recovery, LLC subsequently referred to as "Creditor" to \_\_\_\_\_, subsequently referred to as "Purchaser," the undersigned hereby:

1. Guaranty 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 subsequently referred to as the "Purchaser's Indebtedness."
2. Waive 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 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; and demand made by Creditor upon Purchaser; any default, insolvency or bankruptcy of Purchaser.
3. Consent to the extension of time 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. Subordinate to the Creditor's claims against the Purchaser all amounts at any time owing by Purchaser to the undersigned; this subordination shall not be deemed to prevent Purchaser from paying any amounts owing to the undersigned so long as purchaser is solvent and able to pay its 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 the undersigned.
5. Agree that it shall not be a condition precedent to any of the liabilities of the undersigned hereunder or to the enforcement of any rights by Creditor that no remedy be pursued or any other action be taken against Purchaser, its property, or any other collateral, security, or guaranty.
6. Agree that, should legal action be taken to enforce this Agreement, the undersigned will pay reasonable attorneys fees incurred in connection with the collection of all monies due plus all court costs and fees, and agree that the venue of any suit brought to collect under this Agreement may be had in Snohomish County, Washington.
7. Agree that this Guaranty shall continue until terminated by written notice sent by registered or certified mail to Creditor at P.O. Box 13528, Mill Creek, WA 98082-1528, effective thirty (30) days after receipt thereof; no termination, however, shall affect the liability of the undersigned for the payment of any indebtedness incurred by Purchaser prior to the date of termination.

Agree that the sale of goods by Creditor to Purchaser on credit terms shall constitute an acceptance of the provisions hereof.

Dated: \_\_\_\_\_ Signed: \_\_\_\_\_

For: \_\_\_\_\_

*This Guaranty must be signed in order for an account to be opened – 10.23.08 Revise*