

MONTGOMERY REGIONAL SOLID WASTE AUTHORITY

**555 Authority Drive
P O Box 2130
Christiansburg, VA 24068
(540) 381-2820 phone (540) 381-2826 fax**

COMMERCIAL ACCOUNT APPLICATION AND AGREEMENT

Please type or print clearly

LEGAL COMPANY NAME _____

Physical Address: _____

Mailing Address: _____

Phone(s): _____ Fax: _____

Accounts Payable Contact: _____ Phone: _____

E-mail address: _____

Other Trade Name(s): _____

Tax ID #: _____ Year Established: _____

PRINCIPAL OFFICERS/OWNERS

1. Name: _____ Title: _____

Resident address: _____

Phone: _____

2. Name: _____ Title: _____

Resident address: _____

Phone: _____

BANK REFERENCE

1. Bank Name: _____ Account #: _____
Street Address: _____ Account Type: _____
City/State/Zip: _____ Phone: _____

2. Bank Name: _____ Account #: _____
Street Address: _____ Account Type: _____
City/State/Zip: _____ Phone: _____

CREDIT REFERENCES
FAX NUMBERS REQUIRED

1. Name: _____ Account #: _____
Address: _____ Phone/Fax: _____
City/State/Zip: _____ Contact: _____

2. Name: _____ Account #: _____
Address: _____ Phone/Fax: _____
City/State/Zip: _____ Contact: _____

3. Name: _____ Account #: _____
Address: _____ Phone/Fax: _____
City/State/Zip: _____ Contact: _____

All statements made herein are true and correct to the best of my knowledge. We authorize MRSWA to make any and all inquiries necessary for evaluation of this application and we indemnify MRSWA and its agents from any and all liability resulting from their survey. Further, we hereby authorize the bank and trade references listed in this credit application to release information necessary to assist MRSWA in establishing an account for us.

Printed Name

Title

Signature

Date

ACCOUNT TERMS AND AGREEMENT

By accepting the terms herein, you agree to accept our billing system accounting for all charges on the account. The license number and/or truck number of your vehicle or one authorized by you will be used to identify purchase of waste disposal and recycling services. Purchase order numbers or job numbers will be accepted and printed on your waste disposal receipt for your information only as a courtesy. It is the responsibility of credit customers to provide a purchase order or job number if your company requires one for purchases.

All invoices are due and payable in full within thirty (30) days of the statement billing date. Invoices not paid within thirty (30) days are subject to interest of 1 ½% on the principal (corresponding to an annual percentage rate of 18%). Your business cash flow may be dependent on your success in collecting the balances due from your customers; however, your failure to collect the balances due to you is not an acceptable basis for account delinquency with MRSWA.

Any customer with an account balance of sixty (60) days past due will be subject to account closure and loss of all disposal privileges and will be denied access to MRSWA facility until their account(s) are paid in full, including any interest, charges and cost and expenses of collection. These costs shall include but are not limited to reasonable attorney fees, court costs and all monies paid to any person or entity not employed by the MRSWA including commissions paid to any third party collection agency. A delinquent customer will not be able to pay cash for the privilege of discharging waste until their account is no longer in arrears. Venue for any legal action involving this account shall be in the Circuit Court of Montgomery County, Virginia. In the event your account is turned over to our collection agency, that agency will report the debt to the appropriate Consumer Reporting Agency and comply with the Fair Credit Reporting Act (FCRA) and all applicable state and federal laws in making such reports.

The applicant, grantors and others from time to time obligated under this account hereby severally waive and renounce the benefit of homestead and all other exemption rights as against this indebtedness or any renewal of extension hereof; and further waive demand, protest, notice of protest, presentment of payment, notice of dishonor and all defenses on the ground of the extension of time for payment hereof (except where prohibited by law).

Unauthorized or incorrect charges to this account shall be reported by the undersigned promptly. The undersigned hereby agrees that any charges not disputed as unauthorized or incorrect within thirty (30) days of the date of the charge, shall be accepted as a valid charge and paid by the undersigned.

The undersigned certifies on behalf of the applicant that completion and signature of this application is authorized and that all information contained herein is true and correct answers are given. The undersigned hereby agrees on behalf of the applicant that only acceptable waste and materials, as defined by the MRSWA, shall be delivered to or accepted at its facility for disposal. The undersigned further agrees that the applicant shall comply with all MRSWA operating rules, credit terms, procedures and any applicable law or regulation and that applicant shall indemnify and hold MRSWA harmless from applicant's violation of any such rule, procedure, law, policy, or regulation.

Printed Name

Title

Signature

Date