

REVISED 032012



COMMERCIAL ACCOUNT APPLICATION AND CREDIT AGREEMENT

Roanoke Valley Resource Authority ("RVRA")

1020 Hollins Road NE

Roanoke, VA 24012

Telephone: 540-857-5050 Fax: 540-857-5056 E-mail: rvrinfo@rvra.net

Applicant Information

Company Name _____ ("Applicant") Phone _____
Physical Street Address: _____ Fax _____
City _____ State _____ Zip Code _____ Email _____
How long at this address _____ Date business started _____ Type of business _____
Billing Address (if different) _____
Business structure (check one) Individual Partnership Corporation
FEIN # _____ State Incorporated _____ Requested Credit Limit _____

Billing Information

PO # or Job # or Job Name Required? Yes No
A/P Contact _____ Phone _____ Fax _____ E-mail _____

Company Ownership Information

<u>Principal Owners/Officers</u>	<u>Social Security #</u>	<u>Title</u>	<u>Home Address (including zip please)</u>	<u>Phone</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Banking Information

Bank Name _____	Account # _____	Contact Name _____	Phone _____
Bank Name _____	Account # _____	Contact Name _____	Phone _____

Trade References (4 Minimum, please)

<u>Name</u>	<u>Address</u>	<u>Acct #</u>	<u>Phone #</u>	<u>Fax #</u>	<u>E-mail</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Solid Waste Disposal Information

Estimated monthly tonnage of acceptable waste to be delivered to the RVRA Transfer Station _____ (tons)

Please identify the types of acceptable waste you intend to deliver:

Household Construction Wood Commercial Tires Other (Please identify _____)

AUTHORIZED VEHICLES APPROVED TO CHARGE ON THE ACCOUNT

Please list by license tag number all vehicles used to deliver acceptable solid waste to the RVRA Transfer Station. It is important to include both alpha and numeric characters. These license tag numbers will be used to identify purchase of waste disposal services on your account. (You may attach a separate sheet if necessary) (Vehicle types: car, van, pickup, dump truck, flatbed, front loader, side loader, rear loader, roll off, or tractor trailer.)

License Tag #	State Registered	Vehicle Type	License Tag #	State Registered	Vehicle Type
1.					
2.					
3.					
4.					

Note: All vehicles that have not been previously authorized in writing will not be allowed to charge to the account.

CREDIT AGREEMENT

By executing this credit agreement, Applicant agrees to accept the Roanoke Valley Resource Authority ("RVRA") billing system for all charges on the account and agrees to all of the terms and conditions herein. The license number and/or truck number of Applicant's vehicle(s) or those authorized by Applicant will be used to identify purchase of waste disposal services. It is the responsibility of Applicant to provide a purchase order or job number at the time of disposal if desired by Applicant. Purchase order numbers or job numbers will be accepted and printed on Applicant's waste disposal invoice for information only as a courtesy. The Applicant agrees to pay any and all sums that may become payable under this credit agreement for waste disposal services purchased by the Applicant or by any person with apparent authority to utilize this account, unless and until RVRA is notified to the contrary in writing by the Applicant, as determined by RVRA.

Unless terminated earlier as provided herein, this credit agreement shall remain in effect for a period of one (1) year commencing on the date of execution and ending twelve (12) months following the date of execution. The RVRA reserves the right to terminate this agreement at any time, with or without cause, or to extend this agreement for additional one (1) year periods unless Applicant gives RVRA 30 days prior written notice of termination of the account. Applicant shall remain responsible for all charges and all obligations hereunder which shall survive any such termination. Applicant covenants and agrees as follows: (i) all invoices are due and payable in full within thirty (30) calendar days of the monthly statement billing date; and, (ii) invoices not paid within thirty (30) calendar days will be assessed a delinquent penalty of 10% and interest on the principal at 1.75% per month or 21% annually, (or to the maximum extent allowed by law) with a minimum penalty on past due accounts of \$5.00. Applicants with an account balance over 60 days will be subject to credit hold and/or account closure. If the account still remains unpaid at ninety (90) days, the account will be terminated and closed permanently and unpaid amounts placed with an attorney for collection. In the event RVRA places all or any part of the terms, conditions, or requirements of this credit agreement in the hands of an attorney for collection or enforcement, including the filing of a suit upon the same, Applicant agrees to pay all of RVRA's reasonable attorney's fees and costs.

Customers whose account(s) have been placed on credit hold or closed will remain on credit hold and denied access to RVRA facilities until their account(s) are paid in full including any interest and penalty charges. A delinquent credit customer, in this situation, will also not be permitted to pay cash for the privilege of discharging waste. Once accounts that are terminated have been paid in full, the account will remain on COD for a period of six (6) months. After the six-month probationary period, customers may submit a new credit application for consideration. Unauthorized or incorrect charges to this account shall be reported by the Applicant promptly. Applicant agrees that any charges not disputed as unauthorized or incorrect within twenty (20) calendar days of the charge date shall be accepted as valid charges and paid.

The Applicant hereby agrees that only acceptable waste and materials, as defined by the RVRA, shall be delivered to or accepted at RVRA facilities for disposal. Applicant further agrees that the Applicant shall comply with all RVRA operating rules, procedures and any applicable law or regulation and that Applicant shall defend, indemnify, and hold RVRA, its officers, agents, and employees harmless from Applicant's negligence or violation of any rule, procedure, law, policy, or regulation. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with Virginia law applicable to contracts to be performed in Virginia, without giving effect to Virginia conflict of law or choice of law rules. Every action brought under or related to this credit agreement shall be brought in a Virginia court of competent jurisdiction in the City of Roanoke or in the United States District Court for the Western District of Virginia. The undersigned individual executing on behalf of Applicant certifies that completion and signature of this application is authorized and that all information contained herein is true and correct.

WITNESS THE FOLLOWING SIGNATURES AND SEALS THIS _____ **of** _____, _____
Day _____ Month _____ Year _____

AGREED TO BY: Company Name (Print) _____

Signature (Print) _____ Title _____ Date _____

Signature _____

City/County of _____
Commonwealth of Virginia

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____
(Name of person seeking acknowledgment)

Notary Public _____

Registration Number _____

My commission expires: _____