

Big Gulley, LLC
80 Whitlock Place
Suite 201
Marietta, Georgia 30064
(256) 675-7055

APPLICATION FOR CREDIT

Applicant's Business Name: _____ Telephone No: _____
Business Street Address: _____
City: _____ State: _____ Zip: _____
Federal Tax I.D. No: _____
List any other business names or aliases used: _____
Applicant is: Corporation: _____ Partnership: _____ Individually Owned: _____
How long operating under name in which you are applying for credit: _____
If less than three (3) years, list business/employment history for the last two (2) years
(business/employer(s)' address): _____

Please list the name and address of any surety with whom Applicant has a current bonding relationship:

Purchase Order # required by you: _____ Sales Tax Exempt? _____ (IF EXEMPT, PLEASE ATTACH
CERTIFICATE TO THIS APPLICATION). Exempt #: _____

PRINCIPALS OF APPLICANT:

1-Name of Officer, Partner, or Owner of Applicant: _____
Title: _____ Social Security No: _____
Home Address: _____ Home Phone: _____
2-Name of Officer, Partner, or Owner of Applicant: _____
Title: _____ Social Security No: _____
Home Address: _____ Home Phone: _____

BANK, TRADE, AND PERSONAL REFERENCES:

Bank References:

Bank Name: _____ City: _____
Phone: _____
Type of Account (Checking, Savings, Loan, etc.) and Account #: _____
Type of Account (Checking, Savings, Loan, etc.) and Account #: _____

Trade References:

1-Business Name: _____ Account #: _____
Address: _____ Phone: _____
City: _____ State: _____
Zip: _____
2-Business Name: _____ Account #: _____
Address: _____ Phone: _____
City: _____ State: _____
Zip: _____

Personal References:

1-Name: _____
Address: _____ Phone: _____
City: _____ State: _____ Phone: _____
2-Name: _____
Address: _____ Phone: _____
City: _____ State: _____ Phone: _____

READ THE FOLLOWING CAREFULLY: Applicant acknowledges that this information listed herein is in all respects complete, accurate and truthful. As an inducement to extend credit, Applicant further hereby authorizes Big Gulley, LLC to investigate the bank, trade and personal references for Applicant and to verify the credit and financial history for Applicant and Principal(s) with any credit reporting agency.

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Applicant also acknowledges that all charges by Big Gulley, LLC are payable upon receipt and considered past due after twenty (20) days from the invoice date and that a one and one-half percent (1½%) interest per month will be assessed on all past due balances. Applicant further agrees that if any legal proceedings are necessary to collect any past due amounts, Applicant agrees to pay to Big Gulley LLC all costs of collection, including actual attorney's fees and expenses. Applicant also hereby agrees to be subject to the jurisdiction and venue of the State Courts of Cobb County, Georgia for any such collection efforts.

APPLICANT CERTIFIES THAT THE MATERIAL HAULED INTO SITE WILL BE FREE OF CONTAMINATES SUCH AS ORGANICS, CHEMICALS, AND ANY OTHER MATERIALS NOT ALLOWED IN BIG GULLEY, LLC PERMIT. IF APPLICANT DOES HAUL MATERIAL INTO SITE, THEY WILL BE RESPONSIBLE FOR PAYING DUMPING FEE PLUS ANY OTHER FEES INCURRED IN REMOVING AND SITE REMEDIATION.

BIG GULLEY, LLC WILL ISSUE BAR CODES TO APPLICANT TO BE USED BY DUMP TRUCKS. THE APPLICANT IS RESPONSIBLE FOR DISTRIBUTION AND COLLECTION OF BAR CODES FROM DUMP TRUCKS. BAR CODES WILL BE USED TO TRACK APPLICANT, DUMP TRUCK, AND JOB SITE INFORMATION. APPLICANT AGREES TO PAY FOR ALL LOADS GENERATED FROM BAR CODE USE.

Signed by: _____ Date: _____
Title: _____

PERSONAL GUARANTY

For and in consideration of Big Gulley, LLC agreeing to extend credit to the aforesaid Applicant whether Applicant be a corporation, partnership, individual or any other entity, the undersigned Individual Guarantor(s), jointly and severally, hereby absolutely and unconditionally guarantee prompt payment when due for any amounts owed by Applicant. The Individual Guarantor(s) each hereby expressly waive any notice of extension of credit to Applicant, presentment and demand for payment of any past due amounts owed by Applicant, notice of any further extension of credit to Applicant, notice of any extension of time or acceptance of partial payment for the dirt disposal/purchase to Applicant or any other notice requirements which may be set forth in the terms, conditions and provisions in the Invoices used to evidence any dirt disposal (or purchase) by Big Gulley, LLC to Applicant. It is understood and agreed that the liability of each Individual Guarantor under this Guaranty shall be unlimited and the failure of Big Gulley, LLC to timely exercise any option hereunder shall not be deemed a waiver of any of Big Gulley, LLC's rights. This Guaranty is a continuing one and may only be modified, revoked or terminated by written notice to Big Gulley, LLC by registered or certified mail stating an effective date (not less than thirty (30) days after receipt by Big Gulley, LLC) of said modification, revocation or termination of the Guaranty. The Individual Guarantor(s) specifically agree(s) that no modification, revocation or termination thereof shall affect, in any manner, rights arising under this Guaranty with respect to liabilities which may have been created, contracted, assumed or incurred prior to receipt by Big Gulley, LLC of such written notice specifically stating the effective date as referenced above. It is understood and agreed that Big Gulley, LLC does not have a duty to sue or otherwise attempt to collect from Applicant prior to instituting legal proceedings against each or all Individual Guarantor(s). The Individual Guarantor(s) each agree that all accounts not paid by the Applicant when due will subject the Applicant and each Individual Guarantor(s) to payment of all costs of collection incurred by Big Gulley, LLC, including actual attorney's fees and expenses, plus interest at the rate of one and one-half percent (1½%) per month on any past due amounts. The Individual Guarantor(s) also agree(s) that each will be subject to the jurisdiction and venue of the State Courts of Cobb County for any such collection efforts. The Individual Guarantor(s) also each agree that this Guaranty shall bind their respective heirs, executors, administrators, or assigns.

The Individual Guarantor(s) further hereby authorize Big Gulley, LLC to investigate my/our credit and financial history with any credit reporting agency.

(I), (we) have carefully read, and fully and completely understand the above written information.

Individual Guarantor: _____ Date: _____
(Sign and Print Name)

Individual Guarantor: _____ Date: _____
(Sign and Print Name)