



NEW ACCOUNT APPLICATION

PLEASE FAX BACK TO 850-216-1009

General Information

Name: _____
SSN: _____ Date of Birth: _____
DL# _____
Business Phone: _____ Home Phone: _____
Fax: _____
Address: _____
City, State, Zip: _____

Business Information

Name: _____
Billing Address: _____
City, State, Zip: _____
Email address: _____ Federal ID#: _____
Business Type: Proprietorship _____ Partnership _____ Corporation _____
State and Date if Incorporation or Partnership: _____
Accounts Payable Contact: _____
Title: _____
Financial Institution: _____

Employee authorized to sign weight tickets

Vehicle Make/Model	Vehicle ID #	Tag #	

(Use additional page if necessary.)

<p><i>Internal Use:</i> Account Number: _____ Approved for: Cash <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/></p>
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MARPAN RECYCLING

FACILITY USE AGREEMENT

Agreement: The purpose of this agreement is to establish how Marpan Recycling LLC (MR) will conduct business with the customer. This agreement does not establish quoted price, nor does it establish exclusivity of service.

Term: The initial term of this agreement shall start on the date this Agreement is executed by both parties and continue for 24 months thereafter. This agreement shall automatically renew for successive 12 month terms unless either party gives written notice of termination to the other at least 30 days before the end of the then current term. Any notice of termination under this agreement by customer shall be void unless sent via certified mail, return receipt requested, and received by Marpan Recycling LLC.

Acceptable Material for Processing: Customers may only recycle at the facility, in accordance with MR's Florida Department of Environmental Protection's permitted procedures. Acceptable materials include any material as defined by Chapter 62-701 Florida Statutes as Class III material. This includes yard trash, construction and demolition debris, carpet, glass, plastic and furniture. Such waste may include: bricks, concrete, other masonry materials, soil, asphalt, rock, lumber, pallets, crates, rebar, glass, flooring, carpet and pad, sheet rock, roofing, insulation, windows, siding and gutters, steel and other metals. Also, accepted are scrap metals, appliances such as water heaters, refrigerators and stoves, landscaping debris and cardboard.

Special Waste: Customers may dispose of items such as, batteries, tires, appliances, electronic items such as TVs and computers for an additional fee, which is subject to change without notice. Rates for disposal of such items are based on size, content and quantity.

Unauthorized Waste: Waste not accepted for disposal include household garbage, hazardous waste (oil, gas, and antifreeze), free liquids, asbestos containing materials, CCA treated wood, infectious wastes, medical wastes, or radioactive wastes, each as defined by applicable federal, state or local laws or regulations. Customer shall indemnify, defend and hold harmless Marpan Recycling LLC from and against any and all claims, damages, suits, penalties, fines, remediation costs, and liabilities (including court costs and reasonable attorneys' fees) resulting from the inclusion of unauthorized waste in materials received for processing at MR. MR also acknowledges that from time to time these materials may be in loads deposited for recycling. Customer has the option to remove such waste or be assessed a fee for removal of such contaminants.

Title: Marpan Recycling LLC shall acquire title to materials when they are deposited on to the tipping floor. Title to and liability for any Excluded Materials shall remain with customer and shall at no time pass to MR. Customers will not be allowed to scavenge materials on the facility premises.

Payment: Customer shall pay MR for the services furnished by company at the rates quoted by Marpan Recycling LLC. (See tipping Fees) Customer shall pay all taxes, fees and other governmental charges assessed against or passed through to company associated with the processing of materials through MR. Customer shall pay such fees as the company may impose from time to time by notice to customer (including, by way of example only, late payment fees. Customer shall pay MR within terms supplied on invoice.

Rate Adjustments: Company may, from time to time by notice to customer, increase the rates provided to the customer to adjust for any increase in: (a) processing costs, (b) disposal costs; (c) transportation costs (d) company's costs due to changes in applicable laws. MR may increase rates for reasons other than those set forth above with customer's consent, which may be evidenced verbally, in writing or by the parties' actions and practices.

Inspections: Customer shall permit, and hereby gives its consent, to allow MR to examine, screen and/or inspect any or all loads at any time. Customer has the responsibility, to the best of their ability, to ensure material delivered does not contain any excluded waste or hazardous materials. Commercial haulers shall inform, and have agreements with their clients to facilitate compliance. MR reserves the right to refuse any loads it feels do not meet requirements.

Conduct: All persons entering the facility grounds will follow all instructions by MR personnel and must follow policies and posted rules for their own safety. Any person and/or persons refusing to follow all rules, policies and instructions will be suspended from the premises and the use of the facility until further notice. Factors contributing to suspension can include, but are not limited to an individual being discourteous, disrespectful or disruptive, driving recklessly, or not abiding by rules and guidelines. MR reserves the right to suspend anyone at any time without disclosing the reasons for doing so.

Speed Limits: Speed limit on the scale is not to exceed 2 mph. On facility property other than the scale, speeds are not to exceed 10 mph. Sudden stops and starts on the scale will not be tolerated, as scale damage may result. Any party who causes damage to the scale will be responsible for the repairs.

Smoking: Smoking is prohibited in any area beyond the scale house.

Damage to Property: The Customer shall be liable for the cost of repairs or damage done on MR Facility property resulting from negligence or misuse by the customer, to MR equipment, buildings, fencing, scales, roads, gates and other items located on facility property. MR is not responsible for damage to customer vehicles that occur while unloading material. If assistance is requested by the customer, and MR uses mechanical equipment to assist in the unload process, the customer shall hold harmless Marpan Recycling from any damages to the customer's property.

Suspension/Termination of Service: If any amount due from customer is not paid within 30 days after the date of company's invoice, MR may, without notice, disallow dumping of loads until customer has paid balance due in full.

Assignment: Customer shall not assign this agreement without MR's prior written consent, which MR shall not unreasonably withhold. MR may assign this agreement without customer's consent.

Attorneys' Fees: If any litigation is commenced under this agreement, MR shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses, and court or other costs incurred in such litigation or proceeding.

Previous Agreements: This agreement sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that exists between the parties regarding the subject matter of this agreement.

I confirm that I have read and understand the terms and conditions listed above.

Signature: _____

Date: _____

Print: _____

SSN or Federal ID # _____

DL Number: _____