

**ROCKINGHAM COUNTY
DEPARTMENT OF PUBLIC WORKS
LANDFILL
20 EAST GAY STREET
HARRISONBURG, VA 22802
TEL: (540)564-3020 FAX: (540)564-1433**

CREDIT APPLICATION

Name of Firm (Full Legal Name) _____

Address _____ Telephone No. _____

City _____ State _____ Zip _____ Fax No. _____

Nature of Business _____ Date Established _____

Amount of Credit Requested \$ _____ per month

Applicant is a: (circle one) Partnership Corporation Sole Proprietorship

Have you ever filed for bankruptcy? (circle one) Yes No

The name, home address, home phone number, age, and Social Security number of the owners/principal officers are as follows:

Name _____ Age _____ Soc. Sec. # _____

Home Address _____ Home Phone No. _____

Name _____ Age _____ Soc. Sec. # _____

Home Address _____ Home Phone No. _____

BANK REFERENCE

Bank _____ Business Checking _____ Branch _____
Account No. _____ Phone No. _____

ACCOUNT REFERENCES

*Please list the four suppliers who currently grant the highest line of credit. Do not use sub-contractors as references.

Name _____ Phone No. _____

Address _____ Fax No. _____

Name _____ Phone No. _____

Address _____ Fax No. _____

Name _____ Phone No. _____

Address _____ Fax No. _____

Name _____ Phone No. _____

Address _____ Fax No. _____

The undersigned hereby makes application for credit from ROCKINGHAM COUNTY. The undersigned agrees to the following terms of payment:

1. The monthly statements that are called "Solid Waste Disposal Bills" shall be due and payable within 20 days from the Billing Date.
2. The undersigned agrees to pay costs of collection, including a reasonable attorney's fee, and interest accruing at the rate of twelve (12%) per annum on all amounts past due.
3. This document shall be considered to have been executed in Harrisonburg, Virginia and the undersigned shall agree that it be governed and construed in accordance with the laws of the Commonwealth of Virginia.
3. The undersigned agrees that all disputes shall be resolved in the Circuit Court of Rockingham County, Virginia or such other forum as Rockingham County shall elect.
4. The undersigned agrees that written notice shall be given to Rockingham County of any billing ticket or statement errors within fifteen (15) days of the date thereon.
5. The fact that this application contains a request for an estimate of monthly credit required shall not be deemed a limitation of liability by the undersigned or any guarantor.
6. The undersigned acknowledges and agrees that credit checks may not be limited to the references listed on this application.
7. If the applicant is a corporation, the person signing the application on behalf of the applicant warrants that he/she is authorized to do so. If the applicant is not a corporation at the time of the application, and subsequently incorporates his/her business, with or without the knowledge of Rockingham County, the applicant agrees to be jointly and severally liable to Rockingham County for any indebtedness incurred by or transferred to such corporation.
8. The undersigned agrees to provide Rockingham County with prior written notice of any change in the business structure (e.g. incorporation, change of ownership, etc.). Any such notice shall be mailed by certified or registered mail, return receipt requested, and shall be effective after the expiration of five (5) days after the date such notice is received by Rockingham County. Without such notice, the original principals to whom credit was extended shall remain liable under the terms of this credit application.

Signature _____ Date _____
Authorized Agent Title

Signature _____ Date _____
Authorized Agent Title

PERSONAL GUARANTEE

The undersigned Guarantor hereby unconditionally guarantees to Rockingham County, Virginia the full and prompt payment of any amounts due Rockingham County by the Applicant resulting from Applicant's use of the Rockingham County landfill. This is a guaranty of payment and not of collection, and the undersigned Guarantor waives any right to require that any action be brought against the Applicant. If the Applicant herein shall default in payment of any sums due Rockingham County hereunder when and as the same become due, the undersigned Guarantor, upon demand by Rockingham County, shall promptly and fully make such payment.

Signature _____ Date _____

Print _____