



# Moore Coal Co, Inc

129 North 4th Street  
 Bessemer, AL 35020  
 P (205) 424-2705  
 F (205) 424-2707  
 moorecoal@moorecoal.com

<b>Proposed Service:</b>
Service/Size: _____
Frequency: _____
Price Quoted: _____

## Credit Application

Name of Business \_\_\_\_\_

Billing Address	_____
City, State, Zip	_____

Federal Tax ID/SSN \_\_\_\_\_ D&B # \_\_\_\_\_  
 Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_ Years at this address \_\_\_\_\_  
 Type of Business:    Corporation    Partnership    Individual    Other

Site Address 1 (location of dumpster)	_____
City, State, Zip, County	_____
Location Phone	_____

Within City Limits:    Yes    No

Site Address 2 (location of dumpster)	_____
City, State, Zip, County	_____
Location Phone	_____

Within City Limits:    Yes    No

\*Please list any other locations on a separate page

### Owners, Partners, or Officers:

Name	Home Address	Cell Phone	Email

### Contacts:

	Name	Phone	Email
A/P Contact			
Purchasing Contact			

### Banking Information:

Bank Name	_____
Address	_____
Account Number	_____
Banking Officer and Phone	_____

### References:

Company	Address	Contact/Phone	Acct #

By signing this application, the Customer agrees to the Terms and Conditions on the back of this application. By signing this Credit Application of behalf of the Customer, you hereby acknowledge that you are duly authorized to do so and bind the business to these terms.

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Office Use Only _____
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**Term:** The term of this Agreement shall be for month-to-month service from the effective date of service, and shall continue each month thereafter from the first of the month to the end of the month, until the Customer or Moore Coal (Contractor) cancels.

**Charges and Payments.** Customer is responsible for prompt payment to Moore Coal for any services provided including but not limited to delivery fees, rent, disposal charges, hauling charges and/or any other amounts owing. Payment shall be made by Customer to Contractor within ten (10) days after receipt of invoice from the Contractor. Customer agrees that if payment is not made promptly an extra charge of the greater of five dollars (\$5.00) or 1 ½% monthly on all balances over 30 days will be due to Contractor.

**Disposal Cost Increases.** Since sanitary landfill and other disposal charges, including, but not limited to, fuel costs, are a significant cost of the services provided under this Agreement, Contractor may increase the unit price of the Schedule of Charges from time to time in an amount equal to any equivalent unit increase in disposal, fuel or other costs. Customer agrees that Contractor may also increase the rates from time to time up to 5% annually, and Customer agrees that Contractor may also proportionately pass through to Customer increases in average weight per container yard of the Customer's Waste Materials, increases in Contractor's costs due to changes in local, state, or federal rules, ordinances or regulations applicable to Contractor's operations or the services provided hereunder, and increases in taxes, fees or other governmental charges assessed against or passed through to Contractor (other than income or real property taxes), and shall not be withheld by the Customer.

**Changes.** Changes in the Schedule of Charges, frequency of collections service, number capacity and/or type of equipment may be agreed to orally, in writing, or by the actions and practices of the parties. Customer is responsible for notifying Moore Coal in writing of a change in ownership and providing Moore Coal with information on the new owners. Customer is responsible for all charges until the end of the month that the cancellation was received, unless Contractor and Customer agree otherwise. If business is sold, transferred, or closes, the Customer will be responsible for all charges up to the end of the month that the cancellation is received. These terms shall cover all current and future physical locations of the Customer, even if they are not expressly listed on the application.

**Waste Material.** Customer represents and warrants that the materials placed in the equipment shall be "waste material" as defined herein and shall contain no other substances. The term "waste material" as used in these terms and conditions shall mean solid waste generated by the Customer excluding radioactive, volatile, highly flammable, explosive, biomedical, infectious, toxic, or hazardous material, including tires. The term "hazardous material" shall include but not be limited to any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, or applicable state law. Contractor shall acquire title to the waste material when it is loaded into Contractor's trucks. Title to and liability for any waste excluded above shall remain with Customer and Customer expressly agrees to defend and hold harmless Contractor from and against any and all damages, penalties, fines and liabilities resulting from or arising out of such waste excluded above.

**Driveways and Parking Areas.** Customer warrants and represents that any right of way provided by Customer for Contractor's equipment location to the most convenient public way is sufficient to bear the weight of all Contractor's equipment and vehicles reasonably required to perform the service herein contracted. Contractor shall not be responsible for damage to any private pavement or accompanying sub-surface of any route reasonably necessary to perform the services herein contracted and Customer assumes all liabilities for damage to pavement or road surface.

**Definition of Equipment.** The term "Equipment" as used herein, shall mean all equipment furnished by Contractor providing the services to the Customer. All equipment furnished by Contractor which Customer has not purchased shall remain the property of Contractor and Customer shall have no right, title or interest in the equipment. The equipment shall be returned to Contractor upon termination or completion of services in good condition, reasonable wear and tear accepted.

**Customer's Duties and Liability.** Customer shall be responsible for all loss or damage to the equipment other than the normal wear and tear. Customer shall not remove or move the equipment without the express written consent of Contractor. Customer shall not make any alterations or improvements to the equipment without the prior written consent of the Contractor. Customer shall not overload the equipment, nor use it for incineration purposes and shall be liable to the Contractor for any loss, damages or costs in excess of reasonable wear and tear or as a result of overloaded equipment. Customer may incur overweight charges if weight of waste material is over 75 pounds per cubic yard for front load customers only or 10 net tons total on rolloff customers. Customer shall keep the equipment clear of waste, vehicles, and other materials so that Contractor is able to access and haul/dump the equipment. Customer will be responsible for charges when Contractor must make a return trip or wait for Customer to get equipment cleared. Customer agrees to indemnify, defend and hold Contractor harmless from and against all claims, damages, suits penalties, fines and liabilities for injury or death to persons or loss or damage to property arising out of Customer's use, operation or possession of the equipment.

**Payment Dispute.** In the event Customer fails to pay Contractor for disposal services or equipment, Contractor may enter Customer's premises, remove Contractor's equipment, and may remove from Contractor's equipment any materials deposited by Customer therein and Customer shall indemnify, defend, and hold Contractor harmless from any claims, damages, suits, penalties, fines, liabilities, or costs for the removal of Customer's materials from Contractor's equipment.

**Enclosures.** All solid waste enclosures must meet the enclosure standards (including, but not limited to, width, height, depth, concrete strength, gate mechanisms and maintenance and upkeep) of the Contractor which shall be provided to Customer upon request. Contractor will not be responsible in any manner for any damage to an enclosure or for any costs and expenses arising from such damage to an enclosure that does not meet the minimum specifications defined by the Contractor.

**Container Placement.** The Contractor will do its best to place the disposal container where the customer requests. The Contractor must place the container in such a way as to make it accessible and safe for dumping. The container must be placed on a flat solid surface with a reasonable ease of access. There must be no obstructions around or above the container or in the right of way to access the container. The Contractor has the ultimate decision on placement of the container. If the container is placed without the Customer being on site to approve the placement and the Customer later wants the container moved to a different location, there will be a return trip charge for the Contractor to move the container.