



Mailing Address :
 P.O. Box 14909
 Knoxville, Tennessee 37914

Phone: 865-540-4409
 Fax: 865-540-4407
 www.claibornehauling.com

Physical Address:
 6210 Rutledge Pike
 Knoxville, Tennessee 37924

CREDIT & TERMS APPLICATION

Customer is a (Please Circle One): **Corporation** **LLC** **Partnership** **Sole Proprietorship** **Other (list other)** _____

Customer Name _____ Telephone # _____ Fax# _____

(List name of legal entity owning business and trade name if doing business at this location under trade name: **EXAMPLE: The A Company, Inc. d/b/a...**)

Mobile Number: _____ Nextel ID: _____

Street Address _____ City _____ County _____ State ____ Zip _____
(Number and street/road are required, **P.O. Box is NOT ACCEPTABLE**)

Email Address _____ Web Address _____

How long in business? _____ years _____ months Federal Tax ID# _____

Does your company require a signed purchase order? Yes _____ No _____

Is your company bonded? Yes: _____ No _____ Does your company have liability insurance? Yes _____ No _____

BILL TO:

Name _____ Telephone # _____ Fax# _____

Mailing Address _____ City _____ County _____ State ____ Zip _____

Email Address _____ Web Address _____

Federal Tax ID# _____ D&B # _____

1. IMPORTANT NOTE: If neither party listed above is not either legally responsible for the payment of invoices or is not the location of the corporate office, please disclose who is legally responsible. (Please circle all that apply) Responsible for Payment Corporate Office

Name _____ Telephone # _____ Fax# _____

Street Address _____ City _____ County _____ State ____ Zip _____
(Number and street/road are required, **P.O. Box is NOT ACCEPTABLE**)

2. Trade references (preferably other construction and excavating companies)

Name _____ City _____ State ____ Telephone # _____

Fax# _____ Contact _____ Email _____

Name _____ City _____ State ____ Telephone # _____

Fax# _____ Contact _____ Email _____

Name _____ City _____ State ____ Telephone # _____

Fax# _____ Contact _____ Email _____

3. Banking and Financial Information

Bank References: Checking _____ Contact _____ Telephone # _____

Banking Account Number: _____ Loan Account Number: _____

Annual Sales \$ _____ Net Income \$ _____ Number of Employees _____

Total Assets \$ _____ Total Liabilities \$ _____ Are assets pledged? **Yes** **No**

4. Estimated Purchases: Estimated monthly purchases \$ _____

5. List names, addresses, telephone #s and titles of owners and/or officers: (REQUIRED)

(IF MORE THAN TWO PLEASE ATTACH SAME INFORMATION ON ADDITIONAL OWNERS AND/OR OFFICERS AS LISTED BELOW)

A. Name _____ Title _____ SS# _____ Home Telephone # _____

Street Address _____ City _____ County _____ State ____ Zip _____

(Number and street/road are required, P.O. Box is NOT ACCEPTABLE)

Email address _____ Percent of ownership of business ____%

Do you own your home? (Please Circle One) yes no For how long? ____ years ____ months

B. Name _____ Title _____ SS# _____ Home Telephone # _____

Street Address _____ City _____ County _____ State ____ Zip _____

(Number and street/road are required, P.O. Box is NOT ACCEPTABLE)

Email Address _____ Percent of ownership of business ____%

Do you own your home? (Please Circle One) yes no For how long? ____ years ____ months

6. Business Building (Please circle) own lease Mortgage/Lessor holder _____ Telephone # _____

How long at above location ____ years ____ months Prior Business Location _____

7. Person in charge of Accounts Payable _____ Telephone # _____ ext _____

Email Address _____

Additional Information (please circle)

1. Are there any legal and/or collection actions currently against your company at the time of signing this application pending or otherwise? **Yes No**

2. Have there been any legal and/or collection actions taken against your company within the past three (3) years? **Yes No**

3. Is your company or you personally as proprietor and/or a partner currently past due with:

(A) suppliers (B) local, state, federal taxes and/or fine (C) notes and/or loans **Yes No** (if yes please attach explanation)

POSITIONS OF PERSONNEL THAT ARE AUTHORIZED TO MAKE PURCHASES ON YOUR ACCOUNT (General Manager, Manager, Foreman, etc)

POSITION _____ POSITION _____ POSITION _____

AUTHORIZATION TO BIND COMPANY, RELEASE CREDIT INFORMATION AND ACKNOWLEDGEMENT OF TERMS AND CONDITIONS OF SALE

AGREEMENT

I, the below signed, who is dully authorized to bind this company to any and all agreements and contracts; state that all information provided by me on this document is to the best of my knowledge is true and accurate. Also, I authorize any bank, credit union, state or federal government entity, credit organization or company to release to Claiborne Hauling LLC and/or Heavy Haul LLC, American Sand Company LLC, TLC Truck Repair and all subsidiaries and affiliates of each hereinafter, individually and collectively referred to as "CLAIBORNE" any information it has on me (providing I am a sole proprietor, partner, or a guarantor) and/or my business to use in opening and maintaining an account. I agree to release from liability all persons and entities which shall supply such information, and shall release, indemnify and hold harmless CLAIBORNE, its associates, affiliates and assigns, from any damages, costs, expenses (including attorney's fees and litigation expenses) and liabilities arising from the use thereof by CLAIBORNE, its associates, affiliates or assigns. Credit information obtained by CLAIBORNE in connection with this Application may be used by CLAIBORNE or be provided to CLAIBORNE's affiliates to determine future credit terms or qualifications for any current or future programs offered by CLAIBORNE. In addition, I have read and agree to all of the terms and conditions set forth on page "3" under "CLAIBORNE Terms and Conditions of Sale Agreement". I agree that all information furnished on this Application, or any amendments or financial statements, is complete and accurately represents my financial condition. The persons, firm or entity identified above in this application and/or its principals (collectively, "Applicant") agrees to abide by the "Terms and Conditions of Sale" as described herein or hereafter established by CLAIBORNE. Financial statements submitted to CLAIBORNE hereunder shall be prepared and authenticated by independent public accountants employed by Applicant for such purpose. I agree to promptly notify CLAIBORNE in writing of any material, adverse change in my/our financial condition and shall, within fifteen (15) days of a written request by CLAIBORNE, provide CLAIBORNE with updated financial or other information which CLAIBORNE shall reasonably request. I further agree to notify CLAIBORNE in writing within five (5) days of any changes of ownership, location, phone, authorized purchasing agent, bank, or any other change in information provided herein. **DO NOT SIGN BELOW UNLESS YOU HAVE READ THE ABOVE AND AGREE TO THE CONTENTS**

By: _____
DO NOT USE COMPANY SEAL OR STAMP---SIGNATURE ONLY

By: _____
DO NOT USE COMPANY SEAL OR STAMP---SIGNATURE ONLY

Its: _____

Its: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____



Terms of Sale Agreement

1. The parties agree that all purchases and transactions by and between Claiborne Hauling LLC and/or Heavy Haul LLC, American Sand Company LLC, TLC Truck Repair LLC and all subsidiaries and affiliates of each hereinafter, individually and collectively referred to as "CLAIBORNE" and _____ (hereinafter "Customer") are subject to the following terms and conditions which constitute the entire agreement between the parties as a commercial business transaction for the purpose of arranging and securing the supply of goods and/or services from CLAIBORNE to Customer and the payment for said goods and/or services from Customer to CLAIBORNE.
2. Upon CLAIBORNE's acceptance and approval of the foregoing application for Credit & Terms Application ("Application"), CLAIBORNE may provide Customer credit terms of 20 days and CLAIBORNE will request and Customer agrees to provide an updated credit application and terms and conditions of sale agreement. CLAIBORNE reserves the right to increase, decrease, or terminate credit terms at any time without prior notice to Customer except as where required by law.
3. Customer agrees to waive, defend, indemnify and hold CLAIBORNE harmless any claims for any lost profits, special, incidental, or consequential damages and waives all rights to claim any such damages against CLAIBORNE.
4. Customer hereby represents and warrants that it has, by all necessary organization proceedings, duly authorized the execution of this Agreement and the consummation of the transactions described herein.
5. CLAIBORNE expressly makes no warranties on the goods and/or services sold other than the pass through warranty of the manufacturer's warranties available to end users of the goods and/or services.
6. Customer agrees and understands that no products may be returned to CLAIBORNE without a approval issued by CLAIBORNE, and Customer is responsible for all transportation expenses to CLAIBORNE's stated location.
7. CLAIBORNE will charge and Customer agrees to pay all amounts due from Customer per the terms approved by CLAIBORNE. The Customer agrees that all payments will be in United States Currency and payable by credit card, company check, certified funds, or electronic funds transfer. Customer agrees that amounts due will not be payable in installments, but all amounts due shall be paid in full within the time specified by the credit term. All amounts due from Customer shall be paid to CLAIBORNE at its offices at 6210 Rutledge Pike, Knoxville, TN 37924 or P.O. Box 14909, Knoxville, TN 37914. CLAIBORNE will charge and Customer agrees to pay a charge of \$50 associated with any credit card dispute brought about by Customer disputing charges to their credit card company or issuing bank. Customer agrees that all payments to CLAIBORNE will be applied in the following order: (1) management, attorney fees, collection fees, (2) NSF fees, (3) court cost and other costs of debt recovery, (4) interest, (5) principle.
8. If Customer's account is considered delinquent by CLAIBORNE, CLAIBORNE reserves the right to call ALL outstanding invoices due, past due or not. If Customer's account is placed in CLAIBORNE's legal department, a 10% management fee will be added to the Customer's balance. If Customer is placed with a collection agency, third party management company and/or Attorney by CLAIBORNE, Customer agrees to pay 10% management fee. CLAIBORNE will charge and Customer agrees to pay any and all costs associated to the recovery of all amounts due CLAIBORNE, including but not limited to reasonable attorney fees, deposition expenses, investigation fees, and court costs. Customer agrees to pay 1.5% interest per month on all invoices past their credit term.
9. CLAIBORNE will charge and Customer agrees to pay \$35.00 or 5% of the amount of the check, whichever is greater and/or allowed by law, for any check that is returned for non-payment for any reason whatsoever.
10. The parties hereby submit to the personal jurisdiction of the Courts of Tennessee and further to venue in Knox County, Tennessee and further agree that subject matter for the purposes of legal resolution of disputes between the parties over the terms or compliance with this agreement shall lie in Tennessee as the state where CLAIBORNE is principally located and where all negotiations, approvals, orders, shipments, billing, and records for all transactions between the parties were and will be originated, received, approved, determined and are kept.
11. The parties hereby agree that a faxed copy of these agreements will be deemed as the original.

TIME IS OF THE ESSENCE OF THIS AGREEMENT AND EACH PROVISION HEREOF.

Customer: _____

Title: _____

By: _____

Date: _____

Print Name: _____

CONTINUING PERSONAL GUARANTY AGREEMENT

In consideration of the extension of terms of credit by Claiborne Hauling, LLC and/or Heavy Haul LLC, American Sand Company LLC, TLC Truck Repair LLC and all subsidiaries and affiliates of each hereinafter, individually and collectively referred to as "CLAIBORNE" to _____ (hereinafter "Customer") for the future purchase of good and/or services, I the undersigned(s) (hereinafter collectively "Guarantor") hereby jointly, severally and solidly bind ourselves, unconditionally and absolutely, guarantee (a) the prompt and full payment when due of (i) all sums now due or hereinafter to become due CLAIBORNE, its successors and assigns, under the terms of any agreements, invoices, notes, and/or contracts now existing or hereafter entered into by and between CLAIBORNE and Customer whether created by the Customer or by any other party on behalf of the Customer, (ii) any and all other indebtedness, liabilities, obligations, and claims of every kind and character of Customer to CLAIBORNE, whether now or hereafter existing or arising, (iii) any and all costs and expenses if Customer's account is placed to CLAIBORNE's legal department a 10% management fee will be added to the past due amount. If Applicant's account is placed with a collection agency and/or attorney by CLAIBORNE, in addition to the 10% management fee, CLAIBORNE will charge and Customer agrees to pay any and all costs associated with the recovery of all amounts due CLAIBORNE, including but not limited to, reasonable attorneys' fees, deposition expenses, investigation fees, and court costs. Customer agrees to pay 1.5% interest per month on all invoices past their credit term; and (b) the performance by Customer of all of the terms, conditions and provisions to be performed by Customer under said agreements, invoices, notes and/or contracts between CLAIBORNE and the Customer whether now existing or hereafter arising. If the Customer as an entity in any manner ceases to exist, the undersigned Guarantor guarantees the indebtedness of any successor entity to the Customer until a new Guaranty Agreement is executed on behalf of the successor company, and accepted by CLAIBORNE or notice of revocation is made in the manner set forth below. This Guaranty Agreement is a guarantee of payment and not of collection and is a continuing guarantee. Guarantor agrees to pay CLAIBORNE in United States Currency. When limited or required by applicable law, this Guaranty Agreement shall be effective for a period of ten years following the execution date and liability under this Guaranty Agreement shall not exceed the sum of Five Million Dollars (\$5,000,000.00) plus interest, late and/or service charges, cost and expenses of collection. When not limited by applicable law, this Agreement will remain in full force and effect until revoked in the manner below and no limit of liability amount shall exist or apply. Upon revocation or expiration, the Guaranty shall remain in force until all indebtedness, liabilities or obligations of Customer and Guarantor to CLAIBORNE, incurred or created prior to termination, and all extensions or renewals of such indebtedness, liabilities and obligations including interest thereon, costs and expenses, have been paid. It shall not be necessary for CLAIBORNE, in order to enforce payment by Guarantor, first to institute suit or exhaust its remedies against Customer, other Guarantors, third parties or any security liable to pay the debts of the Customer to CLAIBORNE, including any and all rights pursuant to any statutes, or join the Customer, other Guarantors, or any others liable for payment of any indebtedness of Customer to CLAIBORNE in any action seeking to enforce this Guaranty Agreement. Guarantor covenants and agrees that without effecting or discharging the liability of Guarantor hereunder, the whole or any part of the indebtedness or obligations guaranteed hereunder may be compromised or extended by CLAIBORNE, that CLAIBORNE may grant Customer or any Guarantor indulgences or releases in whole or part, and release or compromise any claims or liens, without releasing or effecting the liability of the undersigned, or any of them; and that neither the dissolution, death, bankruptcy or disability of any one or more of the Guarantors, or the Customer, shall effect the continuing obligations of any Guarantor hereunder. Guarantor waives acceptance, notice of acceptance, presentment for payment, demand, notice of demand, and of dishonor and non-payment, notice of default and opportunity to cure, notice of intention to accelerate, notice of acceleration, diligence in collecting and in commencing suit in connection of any obligation, liability or claim of Customer to CLAIBORNE and agrees that no act or omission of any kind on the part of CLAIBORNE shall in any event affect or impair this Guaranty Agreement. Guarantor further waives all rights to any exemptions, federal or state, including homestead exemption. The Guarantor hereby expressly waives, for the benefit of CLAIBORNE and Customer, any and all claims or actions against Customer arising out of or related to any payment made, or any liability incurred, by the Guarantor under this Guaranty Agreement, whether contingent or non-contingent, including but not limited to subrogation claims. All of the terms, provisions and agreements of this Guaranty Agreement shall inure to the benefit of and be enforceable by CLAIBORNE, its successors and assigns and shall be binding upon the Guarantor and his heirs, personal representatives and assigns. Any revocation of this Guaranty Agreement shall be in writing and effective only if sent certified mail, return receipt requested to CLAIBORNE at 6210 Rutledge Pike, Knoxville, TN 37924, and only as to transactions entered into by CLAIBORNE fourteen (14) or more days subsequent to the receipt by CLAIBORNE. This agreement constitutes the entire agreement between CLAIBORNE and the Guarantor. The invalidity of any provision of this Guaranty Agreement shall not affect the validity of any other provisions contained herein and the remaining portions of this Guaranty Agreement shall remain effective and enforceable in the event that any other provision is deemed void, invalid or unenforceable. **The undersigned, by our signatures below, represents that each of us have read and understand this Guaranty Agreement, the "CLAIBORNE Terms and Conditions of Sale Agreement", which is hereby incorporated by reference into this agreement in its entirety, and certify the truthfulness and veracity of the statements made pursuant to the "Terms and Conditions of Sale Agreement" on page 3.** Guarantor agrees that a faxed copy of this document will be deemed as an original. Guarantor agrees the effective date of this agreement will be the date signed by the Guarantor.

TIME IS OF THE ESSENCE OF THIS AGREEMENT AND EACH PROVISION HEREOF.

**NOTICE TO GUARANTOR(S)-DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS BLANK SPACES
DO NOT USE COMPANY NAME, COMPANY TITLES, OR COMPANY SEAL OR STAMP IN THIS AGREEMENT**

Guarantor Name: _____ Social Security Number: _____ - _____ - _____

Complete Home Address: _____

Guarantor Signature: _____ Effective Date: _____

Home Phone: _____ Mobile Phone: _____

Partner/Spouse: _____ Social Security Number: _____ - _____ - _____

Complete Home Address: _____

Home Phone: _____ Mobile Phone: _____

Partner/Spouse Guarantor Signature: _____ Effective Date: _____

Customer Success Protocol Questionnaire

Company Name: _____

What is your correct billing address:

Operational Contact Information:

Name of contact person(s) _____ Title _____

Office # _____ Fax # _____ Cell # _____

Email _____

Payables/Accounting Contact Information:

Name of contact person(s) _____ Title _____

Office # _____ Fax # _____ Cell # _____

Email _____

Additional Contact Information:

Name of contact person(s) _____ Title _____

Office # _____ Fax # _____ Cell # _____

Email _____

Is a PO # required on Invoices? yes ___ no ___ **Are they blanket PO's:** yes ___ no ___

Are your purchases "Tax Exempt"? yes ___ no ___, if yes please attach Certificate of Resale

Do You Have Any Special billing instructions: _____

Do you require copies of any documents to be submitted with Invoice? yes ___ no ___

If yes please let us know what you require _____

Procedure for submitting Invoice for payment:

By mail _____ By fax _____ By email _____

Payables/Check Run Information:

Please provide a brief description of your payables schedule (i.e. every Friday, Mon – Wed – Fri, bi-weekly, 15th & 30th etc.....)

Is there anything else we need to know to ensure we maintain the highest level of customer satisfaction:

