



APPLICATION FOR CREDIT

Tampa Groves Mining, LLC. 16410 Balm Wimauma Rd, Wimauma, FL 33598-Correspondence PO BOX 1800, Wimauma, FL 33598
Phone: 813-634-8617
Fax: 813-634-8492

Date: _____

The following information is submitted as a basis for extension of credit by Tampa Groves Mining, LLC.

NAME OF FIRM _____ CORP _____, PARTNERSHIP _____, SOLE PROPRIETOR _____

ADDRESS _____ PO BOX _____ CITY _____,

COUNTY, _____ STATE _____ ZIP _____ PHONE () _____

DIVISION OF _____ TYPE OF BUSINESS _____ HOW LONG IN BUSINESS _____

ARE YOU LISTED IN D&B _____ IF YES, WRITE D&B # HERE _____ ANY OTHER TRADE NAME? _____

LICENSE _____ FEDERAL TAX ID # _____

DO YOU HAVE LIABILITY COVERAGE FOR DAMAGE CAUSED TO TAMPA GROVES MINING, LLC EQUIPMENT? ____ IF YES, ATTACH INSURANCE CERTIFICATE.

OUR PAYMENT TERMS ARE NET 30 DAYS FROM THE INVOICE DATE. WE INVOICE DAILY. HOW MUCH CREDIT DO YOU NEED? \$ _____

ESTIMATED CUBIC YARDS OF FILL DIRT YOU NEED IN THE NEXT 3 MONTHS _____ 6 MONTHS _____ 9 MONTHS _____ YEAR _____

OWNER OR PRESIDENT _____ SOCIAL SECURITY # _____

HOME ADDRESS _____ CITY _____

STATE _____ ZIP _____ HOME PHONE () _____

PARTNER OR VP _____ SOCIAL SECURITY # _____

HOME ADDRESS _____ CITY _____

STATE _____ ZIP _____ HOME PHONE () _____

TRADE REFERENCES PROVIDE AT LEAST ONE BORROW PIT OR AGGREGATE SUPPLIER	COMPLETE ADDRESS	TELEPHONE	CONTACT
_____	_____	() _____	_____
_____	_____	() _____	_____
_____	_____	() _____	_____
_____	_____	() _____	_____

BANK REFERENCES (INCLUDE BRANCH) ACCOUNT # AND ACCOUNT TYPE	TELEPHONE	CONTACT
_____	() _____	_____
_____	() _____	_____



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IF IN BUSINESS LESS THAN 5 YEARS, THE FOLLOWING INFORMATION MUST BE PROVIDED BY THE OWNER

OWNERS NAME _____ PERSONAL BANK REFERENCE _____

BANK ADDRESS _____ BANK OFFICER _____ BANK PHONE() _____

BANK ACCOUNT NUMBER(S) _____ TYPES OF ACCOUNT(S) _____

CREDIT CARD COMPANY _____ ACCOUNT # _____

CREDIT CARD COMPANY _____ ACCOUNT # _____

For the purpose of establishing an open account with Tampa Groves Mining, LLC, I hereby authorize all bank and trade references noted in this application to release the requested credit information to Tampa Groves Mining, LLC. The undersigned incorporates by reference all payment terms dictated by Tampa Groves Mining, LLC. In the event that it becomes necessary to place this account with an attorney for collection, we agree to pay all costs of collection, including but not limited to attorney's fees, paralegal costs and appellate costs, and hereby waive the right to trial by jury and waive the privilege of being sued in the county of my residence and agree that suit may be brought exclusively in Hillsborough County, Florida, or in the county where the real property on which Tampa Groves Mining, LLC's materials have been incorporated. A faxed copy of this application will be treated as an original.

NAME (PLEASE PRINT) _____ TITLE _____

SIGNATURE _____ DATE _____

PERSONAL GUARANTEE

The undersigned, do(es) hereby personally and unconditionally guarantee payment in full to Tampa Groves Mining, LLC, without reservation, of past, present and future accounts, charges, obligations or debt due Tampa Groves Mining, LLC incurred by the company or business named in this Application in accordance with the terms and conditions set forth in this Application or in the Purchase Order associated herewith, as may or have accrued either before or after execution of this Application. I/We hereby unconditionally guarantee payment or all amounts due to Tampa Groves Mining, LLC at different times. This personal and unconditional guarantee shall remain in force and effect even after the company noted herein has changed ownership or business form, unless written notice of revocation is received by Tampa Groves Mining, LLC, and acknowledged as agreed by Tampa Groves Mining, LLC. Said revocation shall apply prospectively only to debts after receipt and acceptance of written approval of the revocation. Tampa Groves Mining, LLC shall not be required to exhaust all legal remedies against Company named in the Application before filing suit against Guarantor.

WITNESSED BY: DATE _____

_____ SIGNED _____

_____ SIGNED _____

_____ SIGNED _____

(COMPANY USE ONLY)

SUBMITTED BY _____ DATE _____

PRESIDENTS REVIEW _____ DATE _____

APPROVED _____ DISAPPROVED _____

CREDIT LIMIT OR REASON FOR DISAPPROVAL _____ TERMS _____

BY _____ DATE _____

Tampa Groves Mining, LLC

Terms and Conditions

1 **Scope of Work:** Seller shall be responsible to supply only that which is expressly stated within this Purchase Agreement (collectively, with the Quote, "Purchase Agreement"). No obligation or responsibility shall be inferred or imputed upon the Seller for any other materials or service, unless same is expressly set forth within this written Purchase Agreement, or agreed to in writing by the parties hereto. The credit decision shall be in the sole discretion of the Seller.

2 **Exclusivity:** The Buyer shall exclusively purchase the materials from the Seller for the Project identified by the Quote.

3 **Payment:** Buyer shall make timely payment to Seller, as expressly provided for herein. If Buyer fails to make payment within the time frame set forth on the Purchase Agreement, the amount will bear interest at the maximum allowed by law until payment is received. Failure to timely pay pursuant to this provision shall be considered a material breach of this Purchase Agreement, and shall relieve Seller from any further obligations in connection with this or any other Purchase Agreement. Should Buyer object to amounts claimed due by Seller, Buyer shall submit to Seller written explanation of each and every objection, and concurrently therewith place and maintain amount in dispute with an escrow agent mutually agreed to by the parties until all objections are resolved. Seller shall receive Buyer's written explanation of objections and confirmation of deposit of disputed funds with an escrow agent within no more than 7 calendar days from receipt of the materials provided for herein this Purchase Agreement. The serving of such objections upon Seller and the depositing of the disputed funds in the escrow account shall be strict conditions precedent to Buyer raising any issues or claims with respect to the subject transaction. Failure to timely and strictly abide by this condition precedent shall waive the Buyer's right to make such claim or assert such defenses. In addition, failure to timely make payment as required by this Purchase Agreement shall give the Seller the right to stop supplying Buyer any further materials, and thereafter declare the entire balance due and payable within 5 days of written notification thereof. In the event that Buyer fails to make timely payment as required herein, or as otherwise agreed to in writing, and the Seller is, therefore, required to incur expenses associated with collection of such amounts owed, Buyer agrees to pay Seller all attorney's fees, collection costs, and expenses associated therewith, including any appellate costs or costs of any expert retained by Seller in connection with its collection efforts.

4 **Property Title:** The Buyer warrants the accuracy of the information concerning ownership of the real property where the material shall be delivered. Buyer shall hold Seller harmless in the event of any misrepresentation or inaccuracy concerning the ownership of the property or any authority to perform the improvements on said real property, as contemplated by this Purchase Agreement. The Buyer warrants the accuracy of the information it provides to the Seller to make its credit decision.

5 **Warranty:** Seller disclaims any and all expressed and/or implied warranties concerning the materials purchased from Tampa Groves Mining, LLC. Seller also disclaims any representations, statements or promises made by any person concerning the materials purchased through this Purchase Agreement, and hereby notifies Buyer that such statements are not binding upon Seller. Seller disclaims to the maximum extent permitted by law all warranties implied or arising by operation of law, course of dealing, custom and practice, or otherwise, including but not limited to any warranties of habitability, merchantability and fitness for particular purpose; and Buyer represents that Buyer has read and understood this provision, and that Buyer understands and agrees that by entering into this Purchase Agreement has knowingly relinquished any and all warranties of any kind or nature regarding the product or services rendered in connection herewith.

6 **FDOT Certification and Allocation:** If Seller is unable to produce enough products to fill the orders of all of its customers, then Seller may allocate its products among those customers in a manner it deems fair and reasonable, in its own discretion, based upon all relevant factors. In such an event, Seller shall not be liable to Buyer for failure to fulfill the full order (or for any other matter related to the allocation). The Seller shall use its best efforts to obtain FDOT certification of A3-Select or A-3 material. If the Seller is unable to obtain such certification the Seller will have no liability to the Buyer.

7 **Quantities:** Seller shall exercise good faith efforts to properly fill orders requested by Buyer. Notwithstanding, Buyer understands that Seller does not employ the use of a scale, therefore, Seller does not guarantee the quantity of materials supplied to Buyer. Each tri-axle dump truck and each large semi-trailer shall be deemed to contain 18 and 20 cubic yards notwithstanding the actual quantities therein. It shall be Buyer's responsibility to verify that it has received the proper quantity of materials before leaving the Seller's property. Once Buyer leaves Seller's property with material purchased, Buyer shall have been deemed to waive any claims for under or over supplying by Seller. Furthermore, Seller makes no representation nor guarantees that the quantities delivered to Buyer shall comply with maximum load limitations imposed on vehicles removing materials purchased from Seller. Similarly, Buyer is responsible for making sure that the materials supplied by Seller do not cause the transportation vehicle to be overloaded.

8 **Safety:** The Seller shall not be responsible to the Buyer or any third parties for any damages arising out of the use, misuse and/or transportation of the materials provided under this Purchase Agreement. Buyer hereby indemnifies and holds Seller harmless from any claims, demands, lawsuits, and/or damages, including attorneys' fees, resulting from the transportation, use or misuse of the products supplied under this Purchase Agreement.

9 **Default and Termination:** .

- (a) If Seller is delayed in furnishing the materials for any reason beyond its control, including delay caused by strikes, lockouts, acts of God, failure of additional material to be certified as MSE A3-Select or A-3 by the FDOT, then either Buyer or Seller may terminate this Purchaser Order, in which case Seller shall have no further liability or obligation to provide material to Buyer under this Purchase Agreement and Buyer will have no further liability or obligation to purchase material from Seller under this Purchase Agreement.
- (b) Seller may terminate this Purchase Agreement in the event that Buyer has not taken delivery of the entire ordered quantity within _____ days of the date hereunder in which case Seller shall have no further liability or obligation to provide material to Buyer under this Purchase Agreement and Buyer will have no further liability or obligation to purchase material from Seller under this Purchase Agreement.

- (c) If the project for which Buyer is purchasing material from Seller under this Purchase Agreement is cancelled, then Buyer may terminate this Purchase Agreement, in which case Seller shall have no further liability or obligation to provide material to Buyer under this Purchase Agreement and Buyer will have no further liability or obligation to purchase material from Seller under this Purchase Agreement.
- (d) Either Seller or Buyer may terminate this Purchase Agreement upon any material breach by the other party which breach is not cured within thirty (30) days after written notice of default.

10 **Entire Agreement:** This Purchase Agreement constitutes the entire agreement between the parties hereto and Buyer expressly acknowledges that no representations, promises, warranties or inducements of any kind whatsoever, written or oral, have been made by Seller or any of its agents. This Agreement shall be binding on the parties hereto and their respective heirs, personal representatives, successors and assigns.

11 **Notices:** All notices to be provided to Seller under this Purchase Agreement shall be in writing and furnished to the Seller at the address set forth herein. All such notices shall be mailed by certified mail, return receipt requested, or overnight express with sufficient postage and time so as to reach its destination in a timely fashion. The place where notice is to be given may be changed by written agreement of the parties. Notice of nonconforming material must be immediate and not later than 24 hours.

12 **Legal Action:** Any action brought in connection with enforcing the rights and obligations of the parties pursuant to this Purchase Agreement shall be brought only and exclusively in Hillsborough County, Florida, or otherwise as required in order to enforce a claim of lien against the property benefiting from receipt of the materials noted under this Purchase Agreement. The parties hereto waive trial by jury.

13 **Prohibition Against Assignment:** The rights and obligations under this Purchase Agreement shall not be assigned to any other entity or person unless agreed to in writing by all parties hereto.

14 **Transportation:** Buyer agrees to comply with all applicable law and regulations as required for the transportation of the materials purchased through this Purchase Agreement. As such, the Buyer shall use only that equipment that is maintained pursuant to applicable laws and regulations, and failure to do so shall give rise to Seller's right, although no obligation thereto, to refuse tendering the materials purchased through this Purchase Agreement. Buyer shall also be responsible for securing all loads and materials so as to prevent any material being discarded on any roadway or public or private property.

15 **Limitation of Liability:** The Seller's sole liability with respect to delivery of nonconforming material shall be to either replace the nonconforming materials with conforming materials or, at its option, refund the purchase price for the nonconforming material subject to a Purchase Agreement maximum liability of the lesser of 3% of the amounts paid by the Buyer to the Seller or \$2,000. For any other claims and under no circumstance shall Seller's liability for damages exceed 3% of amounts paid by the Buyer to the Seller. In no event shall Seller be liable for any special, consequence, incidental or indirect losses or damages arising out of or relating to the products sold under this Purchase Agreement, including but not limited to personal injuries, damages to contents or equipment and/or lost profits.

Buyer _____ Date _____