





**TRANSCOR RECYCLING LLC  
 KIMMINS CONTRACTING CORP.  
 1921 N. 53RD ST • TAMPA, FLORIDA 33619  
 PHONE (813) 579-1064 • FAX (813) 579-1085**

**CREDIT REFERENCES**

COMPANY NAME:
ADDRESS:
CITY/STATE/ZIP CODE:
PHONE NUMBER:
EMAIL ADDRESS:
SOLD SINCE:
CURRENT BALANCE:

COMPANY NAME:
ADDRESS:
CITY/STATE/ZIP CODE:
PHONE NUMBER:
EMAIL ADDRESS:
SOLD SINCE:
CURRENT BALANCE:

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COMPANY NAME:
ADDRESS:
CITY/STATE/ZIP CODE:
PHONE NUMBER:
EMAIL ADDRESS:
SOLD SINCE:
CURRENT BALANCE:

ENCLOSE A COPY OF YOUR COMPANY'S LATEST ANNUAL BALANCE SHEET AND RELATED INCOME STATEMENT, AUDITED AND CERTIFIED, OR SIGNED BY A CORPORATE OFFICER OR PRINCIPAL.

**I AUTHORIZE YOU OR YOUR AFFILIATES TO INVESTIGATE THE CREDIT REFERENCES LISTED ABOVE.**

COMPANY NAME:	
SIGNED: (CORPORATE OFFICER OR PRINCIPAL)	DATE:
PRINT NAME AND TITLE:	

COMPANY NAME:	
SIGNED: (CORPORATE OFFICER OR PRINCIPAL)	DATE:
PRINT NAME AND TITLE:	



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1921 N. 53RD ST • TAMPA, FLORIDA 33619  
PHONE (813) 248-3878 • FAX (813) 367-4212**

**REQUEST FOR NOTICE TO OWNER INFORMATION**

<b>Job Name:</b>	
Job Address:	
First Day on Job:	
Parcel ID Number:	
Type of Material or Services:	

<b>Bond/Lender/Surety/Other:</b>	
Address:	
City/State/Zip:	

<b>Customer Name:</b>	
Address:	
City/State/Zip:	

<b>General Contractor:</b>	
Address:	
City/State/Zip:	

<b>Owner Name:</b>	
Address:	
City/State/Zip:	

Signed by:	
Printed Name:	Date:



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### **GUARANTY**

IN CONSIDERATION OF THE EXTENSION OF CREDIT TO THE APPLICANT NAMED HEREIN, THE UNDERSIGNED, JOINTLY, SEVERALLY AND UNCONDITIONALLY GUARANTEE AND PROMISE TO PAY ALL AMOUNTS NOW OWING OR WHICH MANY HEREINAFTER BECOME OWING BY THE APPLICANT TO TRANSCOR RECYCLING LLC THIS IS A CONTINUING GUARANTY AND OBLIGATIONS ARISING HEREUNDER SHALL NOT BE AFFECTED BY ANY CHANGE IN TERMS OF INDEBTEDNESS, THE EXTENSION OF CREDIT BEYOND AMOUNTS SPECIFIED HEREIN, A CHANGE IN THE TERM OR TIME FOR PAYMENT, A CHANGE IN THE FORM OF INDEBTEDNESS OR THE ACCEPTANCE OF SECURITY OR COLLATERAL. TRANSCOR RECYCLING LLC SHALL NOT BE REQUIRED TO EXHAUST ANY REMEDIES AGAINST APPLICANT PRIOR TO EXERCISING RIGHTS GRANTED HEREBY.

SHOULD LEGAL ACTION BE NECESSARY TO COLLECT MONIES DUE ON THE ACCOUNT, I (WE) AGREE TO PAY INTEREST AT THE RATE OF 1-1/2% PER MONTH ON ANY PAST DUE AMOUNT, COURT COST AND REASONABLE ATTORNEY FEES. PLACE OF VENUE IS HILLSBOROUGH COUNTY, FLORIDA. **I (WE) UNDERSTAND AND AGREE THAT TRANSCORS' CREDIT TERMS ARE NET 30 DAYS FROM THE DATE OF INVOICE. I (WE) AGREE TO MAKE ALL PAYMENTS WITHIN TERMS.** THE UNDERSIGNED, AS AN INDUCEMENT TO GRANT CREDIT, WARRANTS THAT THE INFORMATION SUBMITTED IS TRUE AND CORRECT.

COMPANY NAME:	
SIGNED:	DATE:
(CORPORATE OFFICER OR PRINCIPAL)	
PRINT NAME AND TITLE:	

COMPANY NAME:	
SIGNED:	DATE:
(CORPORATE OFFICER OR PRINCIPAL)	DATE:
PRINT NAME AND TITLE:	



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**GENERAL CONDITIONS OF SALE**

1. The undersigned certifies that the above information is true and correct, and Transcor may rely upon such information and representations in its decision to extend credit for purchases. The undersigned further agrees and covenants that any changes should immediately be brought to the attention of Transcor in writing. The undersigned agrees that this application is submitted for the purpose of obtaining credit and agrees to and binds its companies and/or corporations to all the following terms and conditions of sale on all sales from Kimmins Contracting Corp. d/b/a Transcor Recycling LLC ("Transcor").
2. **PAYMENT TERMS:** Net 30 days from invoice date. A Time Price Differential ("TPD") of 1.5% per month will be charged on accounts more than (30) days past due. The TPD is an annual rate of 18%. Notice to Owner ("NTO") information is required and issued on a per job basis. NTO information is required before any materials are loaded or work is performed.
3. Should either party employ an attorney to enforce any provisions of the Agreement, protect its interest in any matter arising under this Agreement, recover damages for breach of this Agreement, or to enforce any indemnity provided for in this Agreement, then the party prevailing shall be entitled to recover from the other party all reasonable costs and expenses, including attorneys fees, expended or incurred in connection with such matter. As used throughout this Agreement, the term "attorney fees" shall be deemed to include all fees and costs, including the fees of the attorney and witness fees (expert and otherwise). Deposition costs, copying, and telephone charges and other expenses incurred before, at, or after trial or appeal (whether or not actually used in the trial or appeal), or in connection with any administrative proceedings, bankruptcy proceedings, or appeal from such proceeding, whether or not such costs would be taxable in such proceedings.
4. The undersigned hereby waive(s) any and all privileges and rights which they may have under Chapter 47, Florida Statutes, relating to venue, as it now exists or may hereafter be amended and further, the undersigned agrees that any legal action brought for collection of past due accounts, may be brought in the appropriate court in Hillsborough County, Florida.
5. A failure to make timely payment or a failure of any term of this application shall be deemed a breach of contract by the undersigned. Such a breach shall constitute and be deemed a breach of any other contract by and between the undersigned and Transcor. The undersigned agree(s) that upon breach of this or any other agreement with Transcor, Transcor may deduct from this agreement or any other agreement the amounts due and owing Transcor by the undersigned for the breach by the undersigned.
6. The undersigned is responsible for overweight trucks for non-Transcor deliveries.
7. **PRICE AND TIME OF PAYMENT:** The price of the goods shall be determined as of the date of quote and shall be paid in corporate check, cashiers check or certified check and/or cash. The undersigned shall be responsible for payment of the goods as of the day of the order. Should the undersigned fail to pick up goods on the delivery date, said failure will not relieve the undersigned of its obligation to pay for goods. Any discrepancies in billing must be submitted in writing within ten (10) days of receipt of invoices. Failure to do so signifies acceptance of billing.
8. **INSPECTION:** The undersigned has a duty to inspect at the time and place of delivery and, if not rejected, the materials shall be deemed accepted by the undersigned.
9. **REMEDIES:** The undersigned(s) exclusive remedy and Transcor's limit of liability for any and all losses or damages resulting from defective goods shall be limited to the purchase price of the particular goods purchased with respect to the losses or damages claimed.
10. The undersigned may not assign its rights or delegate its performance hereunder without the prior written consent of Transcor, and any attempt at assignment or delegation without such consent shall be void.
11. This contract is to be constructed according to, and under the Uniform Commercial Code and adopted by, the State of Florida. This document constitutes the full understanding of the parties and no term, conditions, understandings or agreements purporting to modify or vary the terms of this document shall be binding unless both parties sign writing thereto.
12. Any purchase order, invoices or request for materials by the undersigned shall be governed by the terms of this agreement.
13. The undersigned shall submit with each payment a designation of payment in a form acceptable to Transcor Recycling LLC, on which account the payment is to be applied.
14. Both parties hereby waive a right to trial by jury with regard to any issues, which may arise out of this document.
15. **INDEMNIFICATION:** The Applicant, at its own cost and expense, shall assume liability, indemnify, defend and hold harmless Transcor and its officers, employees, successors and assigns from and against any liability and all loss, costs, damages, expenses, including court costs, reasonable attorney's fees, reasonable appellate attorney's fees, paralegal fees and disbursements paid for or incurred by Transcor whether or not suit shall be commenced, on account of claims for whatever reason, including but not limited to personal injury, including death, sustained by a person or persons whomsoever, including employees of applicant, and for injury to or damage or destruction of property or person or organization, including loss of use thereof, arising out of or resulting before, after or in connection with the purchase or sale of any item by applicant from Transcor. This indemnity explicitly excludes indemnification by applicant for any negligence of Transcor Recycling LLC.

I/We authorize Transcor Recycling LLC to seek credit information on my/our firm and myself from the above banks and firms.

I/We agree to the General Conditions of Sale notes.

Name of Business:	
Authorized By (print name):	Title:
Authorized By (signature):	Date: