



PALMER COKING COAL CO, LLP

CREDIT APPLICATION

31407 Highway 169 • P.O. Box 10 • Black Diamond, Washington 98010
360-886-2841 • 425-432-4700 • Fax 425-432-3883 • www.palmercc.com

COMPANY NAME: _____

___ SOLE PROPRIETORSHIP ___ PARTNERSHIP ___ LIMITED LIABILITY COMPANY ___ CORPORATION, in State of _____

Federal Tax I.D.# _____ State UBI# _____ In Business since: _____

Mailing/Billing Address: _____

City: _____ State: _____ Zip: _____

Physical Address: _____

City: _____ State: _____ Zip: _____

Type of Business: _____ Annual Sales: _____

Names of Related Businesses: _____

Business Owners/Principals: _____

Telephones (_____) _____ (_____) _____ Mobile(_____) _____ FAX: (_____) _____

Email: _____ Website: _____

Contact Person: (Payments): Email: _____ Telephone: _____

Job Superintendent: _____

Purchases subject to Washington State Sales Tax? ___ YES ___ NO -- RESALE CERTIFICATE REQUIRED

Contractor's License#: _____

Trucking firms used: _____

Insurance Provider: _____ Agent: _____ (_____) _____

BANKING REFERENCES:

Name,	Acct #,	Contact: & Title	Phone
1) _____	_____	_____	(_____) _____
2) _____	_____	_____	(_____) _____

CREDIT/TRADE REFERENCES:

Company Name	Address / Location	Phone	Fax
1) _____	_____	(_____) _____	(_____) _____
2) _____	_____	(_____) _____	(_____) _____
3) _____	_____	(_____) _____	(_____) _____
4) _____	_____	(_____) _____	(_____) _____

The above information and signature below is submitted for the purpose of inducing Palmer Coking Coal Company to extend credit to applicant. I/We certify this information to be true. If credit is extended, I/We as purchaser, agree to the terms and conditions of the Sales Agreement printed on the reverse side. I/We hereby authorize release of information for the purpose of establishing this account.

MUST BE SIGNED BY OWNER OR CORPORATE OFFICER

Signed: _____

Title: _____

Date: _____



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SALES AGREEMENT

Purchaser agrees that all purchases shall be subject to the following terms and conditions:

1. All amounts due Palmer Coking Coal Company, LLP in receipt of the materials, labor, service and/or supplies shall be payable in full at P.O. Box 10 or 31407 Highway 169, Black Diamond, Washington 98010, by the fifteenth day of the following month. Any accrued balance owing and unpaid to Palmer Coking Coal Company, whether the amount in dispute is liquidated or unliquidated shall bear a service charge of 1 1/2% per month or the maximum legal rate, whichever is less. Service charges on delinquent accounts shall be assessed monthly.
2. In the event Palmer Coking Coal Company, LLP refers purchaser's account to a collection agency or an attorney, purchaser agrees to pay reasonable collection costs, court costs, and a reasonable attorney's fee, whether or not suit becomes necessary to collect purchaser's account.
3. The purchaser agrees to be responsible for all applicable sales or use taxes as required by the State of Washington for any item purchased without tax having been collected at the time of payment.
4. The purchaser agrees to be responsible for all purchases made by purchaser's authorized representatives, employees, and agents (including truck drivers and contract trucking firms utilized by purchaser) until written notification rescinding authorization is received by Palmer Coking Coal Company from purchaser.
5. Purchaser hereby guarantees to Palmer Coking Coal Company, LLP the prompt payment when due, or upon demand thereafter, of the full amount of all obligations and indebtedness due Palmer Coking Coal Company, together with all late charges, interest, expenses of collection, and reasonable attorney's fees incurred by Purchaser. The obligation of the Purchaser is a primary and unconditional obligation and covers all existing and future indebtedness of Purchaser to Palmer Coking Coal Company. This obligation shall be enforceable against the Purchaser and shall be binding upon the undersigned company official, his/her successor and assigns.
6. Purchaser acknowledges that Palmer Coking Coal Company, LLP has commenced to furnish or deliver materials, labor, services and/or supplies to project(s) being undertaken by the purchaser or purchaser's customer. A real estate lien may be claimed for all such materials, labor, services, and/or supplies furnished or delivered to purchaser or the landowner for whom the purchaser is working, or to whom purchaser has supplied such materials, labor, services, and/or supplies. This notice is given pursuant to the applicable laws of the State of Washington and RCW 60.04.031.

SIGNATURE _____

DATE _____

Palmer Coking Coal Company
PO Box 10/31407 Highway 169, Black Diamond WA 98010
428-432-4700*360-866-2841*fax 425-432-3883* www.palmercc.com

This document constitutes a contract. Please read the following carefully and sign where indicated.

In consideration of extension of credit, applicant certifies the above information to be correct and grants PCCC (hereinafter PCCC) permission to verify any and all of the above. In addition, applicant agrees to the terms and conditions contained within the "sales agreement" including an obligation to pay interest at the rate of 1 ½% per month (18% per year) on balances not paid within fifteen (15) days of the following month. In the event that timely payment is not made to PCCC the entire balance owed shall be accelerated and become due at once. Should suit or action be instituted in collection of applicant's debt by PCCC, applicant hereby agrees to pay its cost of suit, including, but not limited to, reasonable attorney's fees or costs of special council together with costs and disbursements incurred. Applicant hereby agrees that venue of any such action shall lie in King County, Washington. Applicant acknowledges receipt of a copy of this application and agrees that all terms of this application shall be binding upon applicant as long as PCCC extends credit to applicant. PCCC reserves the right to change or alter our credit terms.

It is hereby certified by the applicant that this application for extension of credit is commercial in nature. Although it is commercial in nature, the undersigned principal of the applicant expressly authorizes PCCC to obtain a copy of necessary credit reports (if applicable), which may include consumer credit reporting information of the applicant. In the event that credit is extended, applicant acknowledges that this credit application is also a binding contract between the parties, fully effective for all transactions between the parties and hereby agrees to pay according to invoice terms. If a dispute should arise between parties, the parties shall promptly meet and attempt in good faith to resolve the dispute. Openness, calm and good faith are required of both parties. Any unsettled disputes between the parties shall be decided by a suit filed in an appropriate court jurisdiction unless the parties mutually agree otherwise. If suit is filed in a Superior Court, the suit shall be decided according to the Mandatory Arbitration Rules (MAR) regardless of the amount in dispute. The MAR arbitrator shall determine the validity and enforceability of a lien, if any. The parties expressly waive their right to a trial de novo (appeal) and further expressly agree to accept the Arbitrator's decision as binding and final. In the event a dispute or lawsuit arises and one or both parties seek and receive the assistance of legal counsel, the prevailing party shall be paid its attorneys' fees and costs by the non-prevailing party. The provisions of CR 68 and RCW 4.84.250 seq. shall not apply and neither party shall recover fees or costs pursuant to that court rule or statute.

I understand and agree that PCCC may at any time and for any reason whatsoever, refuse to extend any further credit to the individual or business named herein.

ORAL AGREEMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FOREBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON STATE LAW.

Signature: _____ Printed Name _____ Date _____
(Signature must be that of an individual authorized to enter into contractual agreements for business entity)

INDIVIDUAL GUARANTEE

The undersigned for and in consideration of the extension of credit by PCCC to _____, (herein referred to as "applicant") hereby personally guarantees to PCCC the full payment of the balance of the above referenced account, together with any and all interest or late charges, cost of collection, including, but not limited to, reasonable attorney's fees or special counsel's fees incurred in collection, together with costs and disbursements and any additional cost, including enforcement of this guarantee. It is specifically contemplated that this guarantee shall be a continuing guarantee and each signatory hereto shall be personally and individually bound for any and all credit extended to applicant. Each signatory hereto specifically warrants to PCCC that he or she has been individually and personally benefited by the extension of credit to applicant by PCCC and signs this as a guarantor and not a surety. Termination of each Signator's obligation hereunder must be mailed to PCCC by certified or registered mail and shall become effective upon receipt, and shall apply prospectively only, from the date of receipt. This guarantee is given by each signator hereto expressly for the purpose of obtaining the extension of credit for applicant and each signator hereto acknowledges that PCCC has relied on such guarantee in the extension of credit to the applicant.

IT IS HEREBY CERTIFIED BY THE GUARANTOR THAT THIS INDIVIDUAL GUARANTEE PERTAINS TO AN EXTENSION OF CREDIT THAT IS COMMERCIAL IN NATURE. ALTHOUGH IT IS COMMERCIAL IN NATURE, THE UNDERSIGNED GUARANTOR OF THE APPLICANT EXPRESSLY AUTHORIZES PCCC TO OBTAIN A COPY OF NECESSARY CREDIT REPORTS, WHICH MAY INCLUDE CONSUMER CREDIT REPORTING INFORMATION, AS WELL AS ANY COMMERCIAL CREDIT REPORTING INFORMATION OF THE APPLICANT OR INDIVIDUAL GUARANTOR.

Dated this _____ day of _____, 20_____

Signature _____

AGREEMENT TO ACCEPT CLEAN SOIL

As a condition of Palmer Coking Coal Company ("Palmer") accepting material to be deposited on property owned by Palmer, this agreement must be executed. Palmer requires that this agreement be executed by an owner or officer of your firm (the "Company").

By signing this agreement, the signator certifies that all material delivered to Palmer is clean fill or topsoil ("clean soil"), FREE of any contaminants. Signator further certifies that the delivered clean soil does not contain radioactive wastes, dangerous or extremely hazardous wastes (as defined in WAC 173-303), hazardous waste (as defined in WAC 173-304), petroleum or its by-products, soil removed as part of any cleanup action ("problem wastes"), demolition waste, wood waste, any other solid waste, including but not limited to garbage, rubbish, ashes, or other materials which are not the primary clean soil by-products of public, private, industrial, agricultural, commercial, grading or mining operations, or any radioactive, dangerous, hazardous, or problem materials regulated by federal, state or local environmental laws. Signator promises to use best efforts to keep soil free from any glass or bottles or any material that might foul Palmer's topsoil recycling operation.

Palmer reserves the right to inspect, sample and/or require the Company to sample any and all material before accepting the material. This right does not relieve the Company of its responsibility to tender only clean soil as defined in the preceding paragraph. Any material that is not clean soil will be rejected. Removal and disposal of rejected material is the sole responsibility of the Company. If, after acceptance, the material is discovered not to be clean soil, Palmer will notify the Company. If requested, the Company must remove the material within 48 hours of notification.

Upon deliver of the clean soil, the Company's driver, trucking contractor, carrier, or other authorized representative shall sign a Palmer log sheet which indicates the date, location or source of the clean soil, the job number, a brief soil description, the cubic yards or tonnage, the truck number, Palmer's ticket number if applicable, and the charge per cubic yard or ton. Palmer reserves the right to refuse any load of clean soil for any reason. Dump fee charges for clean soil may vary depending upon the nature of the soil, the moisture content, material consistency, clay content, presence of wood, branches, broken concrete, or other unwanted debris such as glass or bottles, and other considerations.

The Company agrees to defend, indemnify, and hold Palmer harmless from and against any and all claims, demands, causes of action, damages, liabilities, losses, expenses, penalties and any and all costs of defense relative thereto, including legal fees, caused by or resulting from the Company's breach of this agreement, specifically including any breach of the Company's obligation to deliver only clean soil.

Signature

Company

Print Name

Address

Title

City, State, Zip

Date

() _____
Phone Number

() _____
Fax Number