

Note: Failure to sign or fill out the application completely will cause delays.

Submit Complete Application to: [pkeating@charah.com](mailto:pkeating@charah.com) or fax to (502) 815-5028

APPLICATION DATE: [Click here to enter a date.](#)

SALES REP: (If known) Choose an item.

SECTION I: ORGANIZATIONAL INFORMATION									
Applicant's Legal Business Name					Additional Trade Names				
Main Address					Billing Contact and Address				
City		State		Zip		City		State	Zip
Phone		Fax			Phone		Fax		
Select One	<input type="radio"/> Partnership <input type="radio"/> Corporation <input type="radio"/> LLC			Federal Tax ID Number					
	<input type="radio"/> Individual - Complete additional information below*			Tax Exempt?	<input type="radio"/> Yes <input type="radio"/> No	If Yes, attach certificate			
Years in Business		State of Organization		State Org # (via Secretary of State)					
Are you presently past due on any of your obligations to others?					<input type="radio"/> Yes <input type="radio"/> No				
Have you or any officers of the company ever filed personal or corporate bankruptcy in the last 7 years?					<input type="radio"/> Yes <input type="radio"/> No				
Are there any suits, judgments, garnishments or other legal proceedings pending against you?					<input type="radio"/> Yes <input type="radio"/> No				
*Additional Information for Individuals*									
Employer		Wk Ph		Hm Ph		Social Security #			
SECTION II: OFFICER(S) AUTHORIZED TO TRANSACT BUSINESS									
Name					Title				
Name					Title				
Please provide the following information of the person(s) who will be signing checks									
Name				Email					
Drivers License #			State		Exp Date				
Name				Email					
Drivers License #			State		Exp Date				
SECTION III: TRADE REFERENCES									
Name	City, State				Phone				
Name	City, State				Phone				
SECTION IV: BANK REFERENCES									
Principal Bank				Phone			Account No.		
Bank Address						Officer Contact			

It is acknowledged that SUL4R-PLUS is relying on our statements in this Credit Application. In consideration for extension of credit by SUL4R-PLUS, the undersigned agrees: (1) all invoices will be paid within 15 days and any invoice not paid within 15 days shall be considered past due and shall be charged 1 ½% interest per month on the unpaid balance, or the maximum rate permitted by applicable state law, whichever is lesser, and (2) in the event it becomes necessary for SUL4R-PLUS either to bring suit or to employ an attorney or a collection agency to aid in the recovery of any debt owed by the Applicant, SUL4R-PLUS shall be entitled to recover, in addition to the amount of debt due, all of its costs and reasonable attorneys fees.

By submitting this application, we certify that the information in this application is complete and true. We authorize SUL4R-PLUS to investigate our credit and employment history, obtain credit reports and release information about our credit experience to financial institutions. If an account is created, we accept SUL4R-PLUS's terms of sale, and we agree that these statements are incorporated in any agreement we may enter into with you. We will promptly notify you in advance of any intended change in the information set forth above.

Signed \_\_\_\_\_  
 Print \_\_\_\_\_  
 Signed \_\_\_\_\_  
 Print \_\_\_\_\_

Date \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_  
 Title \_\_\_\_\_

**AGREEMENT  
TERMS AND CONDITIONS**

1. **BINDING AGREEMENT** – The Customer Credit Application and these Terms and Condition (hereinafter collectively referred to as “Agreement”) shall be between Applicant and SUL4R-PLUS, LLC. and ALL subsidiary and affiliated corporations, companies, partnerships, and joint ventures of SUL4R-PLUS, LLC. (hereinafter collectively referred to as “SUL4R-PLUS”). In the event of litigation, suit will be brought against Applicant by the SUL4R-PLUS entity from which purchases were made. This Agreement shall inure to the benefit of the successors and assigns of SUL4R-PLUS, and shall be binding upon Applicant’s heirs, legatees, devisees, personal representatives, successors and assigns. As used herein, the term “Applicant” shall include the guarantors, as provided in paragraph 11 below, such that the person(s) signing on the first page hereof, in his, her, or their individual capacity(ies) agree(s) to personally see payment of the debt of Applicant, and all other amounts due related to the terms and conditions contained herein or in any other agreement between Applicant and SUL4R-PLUS (“Guarantor”).
2. **AUTHORIZATION FOR CREDIT REVIEW** – Applicant hereby authorizes SUL4R-PLUS to obtain any and all information it deems necessary from any and all sources or references listed on this Credit Application, and from any other credit bureaus, creditors of Applicant, trade references, banks or other financial institutions to supply Charah such information as SUL4R-PLUS deems necessary to assist it in its consideration of the Credit Application.
3. **PAYMENT TERMS** – If this Credit Application is accepted, Applicant agrees to pay in full the invoice price of all purchases now or hereafter made from SUL4R-PLUS promptly when due according to the terms set forth on each invoice. If the total invoice price is not paid in full on or before the due date, Applicant agrees to pay a late payment charge on the unpaid delinquent balance, including amounts post judgment, which will prevail over the statutory rate, calculated at the rate of the lesser of: (a) one and one-half percent (1½%) per month specifically, or (b) the highest rate allowed by state law. Should it become necessary to place this account for collection, suit or other legal proceedings, (I) (We), the undersigned, agree to pay all of SUL4R-PLUS’s costs and expenses of collection suit or other legal action, including SUL4R-PLUS’s reasonable attorney fees, and if necessary appellate attorney fees. This Agreement will be governed by and construed in accordance with the laws of Kentucky. Applicant hereby consents to the exclusive jurisdiction and venue of the state and federal courts located in Louisville, Kentucky and waives the right to trial by jury, for any legal action brought for collection of past-due accounts and/or action arising from this Agreement.
4. **DEFAULT** – The occurrence of any of the following events shall constitute a default under this Agreement: (a) Applicant fails to fulfill any obligation of this Agreement or to perform, or rectify the breach of, any warranty, agreement, or other undertaking by Applicant; (b) Applicant or any Guarantor dies, terminates its existence, abandons its business, becomes insolvent, bankrupt, becomes the subject of bankruptcy, receivership, insolvency, or similar proceedings, or makes an assignment for the benefit of creditors; (c) Any information or other representation now or hereafter made or furnished to SUL4R-PLUS by Applicant’s request or instruction is, or is believed in good faith by SUL4R-PLUS to be inaccurate, incomplete, or false in any material respect; (d) Applicant violates or breaches any provision of this Agreement; (e) Any collateral that is security for Applicant’s indebtedness under this Agreement is lost, suffers material damages or is destroyed, is levied upon or becomes subject to a receivership, or cannot be located within five days after demand by SUL4R-PLUS to inspect the same; or (f) Any other event which causes SUL4R-PLUS, in good faith, to deem itself insecure or to believe that the prospect of performance of any provision of the Agreement by Applicant is impaired. If a default occurs, then SUL4R-PLUS, at its option and without notice to Applicant, may declare the entire unpaid balance owed by Applicant under this Agreement to be immediately due and payable and/or terminate the credit privileges of Applicant under this Agreement, including refusing to sell further materials to Applicant. SUL4R-PLUS may, at its option, permit Applicant to remedy any default under this Agreement without waiving the default so remedied or any other subsequent or prior default by Applicant.
5. **WAIVER OF NOTICE OF DEFAULT** – Applicant waives notice of default of this Agreement and waives presentment, demand, protest, and notice of dishonor as to this Agreement or any other instrument.
6. **ACCURACY OF INFORMATION** – Applicant certifies that any and all information now or hereafter supplied to SUL4R-PLUS by Applicant, or at SUL4R-PLUS’s request or is instruction, both accurate and complete, and Applicant will, upon request, establish the accuracy and completeness of any such information. Applicant shall promptly notify SUL4R-PLUS of any change in such information supplied, and of any change in Applicant’s residence, primary place of business or mailing address. Applicant shall promptly notify SUL4R-PLUS by certified mail if he, she, or it should incorporate Applicant’s business or contributes it to any other limited liability entity at any time subsequent to the date of this application.
7. **PROVISION OF INFORMATION** – Applicant is required to provide SUL4R-PLUS, upon request, information regarding bonding companies, general contractors, or owners, for the purpose of serving preliminary notices, claims on payment bonds, mechanics liens or construction liens.
8. **CORPORATE AUTHORITY AND LIABILITY** – Applicant warrants and represents that it has authority to enter into this Agreement and that any person signing this Agreement has been duly authorized to execute this Agreement for and on behalf of Applicant. If Applicant is not yet a legally organized corporation or limited liability company, Applicant acknowledges that SUL4R-PLUS is relying upon the credit worthiness and financial ability of the owner or owners of the Applicant to discharge any and all obligations of Applicant to SUL4R-PLUS. If Applicant, subsequent to this Application, incorporates its business or contributes it to any other limited liability entity, the owner or owners and the newly formed entity shall be jointly and severally liable to SUL4R-PLUS for any and all indebtedness to SUL4R-PLUS, whether existing prior to formation or subsequently incurred. Nothing contained herein shall vitiate the personal guaranty provided in paragraph 11 hereof.
9. **ADDITIONAL PROVISIONS** – If, at the request of the Applicant, whether prior to or subsequent to the entry of this Agreement, SUL4R-PLUS enters into a written agreement, purchase order, shipping release or any other agreement with the Applicant to furnish materials to or on behalf of the Applicant, as consideration for SUL4R-PLUS extending credit on account to Applicant for such materials furnished, all of the terms and conditions set forth herein shall be deemed to be part of and incorporated by reference into such written agreement, purchase order, shipping release or elsewhere and, if there is a conflict with terms and/or provisions of the written agreement, purchase order, shipping release or elsewhere, the terms contained within this Agreement shall prevail, control and be determinative. No terms or conditions which conflict with those stated herein, whether contained within a written agreement, purchase order, shipping release or elsewhere, and no written or oral agreement that purport to vary these terms and conditions shall be binding upon SUL4R-PLUS unless hereafter set forth in a writing signed by SUL4R-PLUS’s Director of Credit. The rights and remedies of SUL4R-PLUS stated in this Agreement are cumulative and are in addition to any other rights or remedies provided by law.
10. **PRODUCT CLAIMS** – ANY WARRANTIES OTHER THAN THOSE SET FORTH IN THIS PARAGRAPH, IF ANY, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY EXCLUDED. APPLICANT’S SOLE REMEDY SHALL BE REPLACEMENT OF THE NONCONFORMING PRODUCT. SUL4R-PLUS SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES.
11. **PERSONAL GUARANTY** – In consideration of SUL4R-PLUS extending credit for value received, (I) (We), the Guarantor(s) by signing on the front page hereof, jointly and severally, in an individual capacity, and not as an agent for the Applicant described hereinabove, hereby personally and unconditionally guaranty the payment of any balance that may become due SUL4R-PLUS by Applicant pursuant to this Agreement or other written agreement, purchase order, shipping release or the like, including all attorney’s fees and court costs, elaborated in this Agreement, all of which hereby incorporated by reference into this Personal Guaranty. (I) (We), the Guarantor(s) by signing on the front page hereof, hereby specifically agree that SUL4R-PLUS may initiate a lawsuit against (me) (is) individually, without joining or contemporaneously suing the Applicant entity named on the first page hereof. This is a continuing guaranty, unless terminated in writing, via certified mail, received at the Corporate Office of SUL4R-PLUS in Louisville, Kentucky to the attention of the Controller. It is understood that said termination shall be prospective in effect only, and that this guaranty shall remain in effect with regard to any balances incurred prior to the date of termination. It is also understood that revocation of the guaranty may, in SUL4R-PLUS’s sole discretion, result in termination of further credit privileges.