



**The
Authority**
ONEIDA-HERKIMER SOLID WASTE AUTHORITY

COLLECTION AND DISPOSAL PERMIT

CREDIT APPLICATION

**1600 Genesee Street
Phone: (315) 733-1224**

**Utica, NY 13502
Fax: (315) 733-2305**

**Web Site: www.ohswa.org
E-mail: ohswa.org**

OFFICE USE ONLY

A/C/Permit # _____

Approved _____

Credit Limit _____

Approved by: _____

ONEIDA-HERKIMER SOLID WASTE MANAGEMENT AUTHORITY
1600 GENESEE STREET, UTICA, NY 13502 PHONE (315) 733-1224

APPLICATION FOR CREDIT APPROVAL

Business Name	
Billing Address	
Principal Officer	
Date Business Started	Federal ID#
E-Mail Address	
Address	Telephone Number
	Fax Number
Contact Person	Requested Credit Limit \$
Financial Statement (please attach)	Current Hauler Application on File? <u> </u> yes <u> </u> no

ALL INFORMATION MUST BE COMPLETED

Bank Name		Reference (Credit/Other)
Street Address		Street Address
City/State/Zip		City/State/Zip
Fax Number		Fax Number
Telephone Number		Telephone Number
Contact Person		Contact Person
Checking #	Loan #	Account #

Reference (Credit/Other)	Reference (Credit/Other)
Street Address	Street Address
City/State/Zip	City/State/Zip
Fax Number	Fax Number
Telephone Number	Telephone Number
Contact Person	Contact Person
Account #	Account #

Terms and Conditions

All accounts billed are due 30 days from date of the bill. A 1% late fee will be due if current month payment is not received within 30 days of the date billed. Any continued failure to pay amounts billed may require payment be made on C.O.D. basis (i.e. revocation of credit) and possibly termination of access to Authority facilities.

Signature_____
Title_____
Date

The above applicant certifies the information provided herein to be correct and it is submitted for the purpose of obtaining credit. This application will be held in confidence.

Part I: Credit Policy

The following is the credit policy that will be in place for disposal of solid waste at all Authority facilities.

1. The Authority will send the hauler a statement at the beginning of each month for the previous month's disposal.
2. The Authority must be in receipt of payment from the hauler within 30 days of the invoice date.
3. If the Authority does not receive payment within 30 days (or next business day if on a weekend or holiday), the hauler will be assessed an automatic penalty of 1%. This penalty will be added to the amount due from the hauler.
4. If the Authority does not receive all monies due the Authority by the hauler, along with any penalties, by the first week of the month following the month that a penalty is assessed, the hauler may be placed on a cash basis.

Please **complete** all enclosed attachments:

- 1. Application For Credit Approval**
- 2. Release of Credit Information Request**
- 3. Guarantee of Payment of Hauler/Customers**

RELEASE OF CREDIT INFORMATION

TO: _____

The undersigned hereby authorizes and directs you to release any and all financial information in your possession regarding my accounts, liens, transactions, lending history or any other information that may be useful in determining my credit worthiness to the Oneida-Herkimer Solid Waste Management Authority, 1600 Genesee Street, Utica, New York 13502.

I also consent, agree and authorize you to orally advise the Oneida-Herkimer Solid Waste Management Authority of any and all such information. I agree to pay any reasonable photocopying or other charges up to \$10.00.

Finally, I agree to hold you and the Oneida-Herkimer Solid Waste Management Authority harmless from any and all liability which may result from the transmission of any information provided hereunder. I am signing this release on behalf of the business entity for which, by my signature, I certify that I have the authority to sign.

I HAVE READ AND UNDERSTAND THE ABOVE.

Signature

Printed Name

Also signed on behalf of

Business Entity: _____

Date: _____

**GUARANTEE OF PAYMENT OF HAULERS/CUSTOMERS INDEBTEDNESS
TO THE ONEIDA-HERKIMER SOLID WASTE MANAGEMENT AUTHORITY**

In order to induce the Oneida-Herkimer Solid Waste Management Authority ("Authority") to extend credit to _____ ("Hauler/Customer"), the undersigned corporation,
Name of Hauler/Customer
company, business, partnership or individual ("Guarantor") unconditionally guarantees to the Authority that the Hauler/Customer will promptly and punctually pay or cause to be paid when due any indebtedness owed by Hauler/Customer to the Authority and, in default of such payment, the undersigned unconditionally promises and agrees to pay to the Authority, upon demand, all amounts which the Hauler/Customer shall owe the Authority whether such amounts now exist or shall hereafter arise, together with interest thereon and costs of collection, including reasonable attorneys fees ("obligations").

Guarantor further agrees (a) that this Guarantee shall not be affected or impaired by any extension, renewal, release or modification of the obligations secured thereby, or any one or more of them or of any term or provision thereof or of any instruments given in pursuance thereof or in exchange thereof or to supplement, extend, modify or take up the same or any security therefore, and (b) that without notice to or further consent of Guarantor, Authority and the Hauler/Customer may deal with each other as they may see fit without in any way releasing or affecting the liability of guarantor or impairing Authority's rights and remedies under this Guarantee, and (c) that the liability of the Guarantor hereunder shall be immediate, direct and unconditional and may be enforced without Authority pursuing any of its rights or remedies against the Hauler/Customer, its successors or assigns or against any security that Authority may have, hold or be entitled to or against Guarantor or any other guarantor of said indebtedness, and (d) that the liability of Guarantor shall not be affected by any lack of authority or any other defense which the Hauler/Customer or Guarantor might have against the enforcement against them of any of the agreements referred to above.

Notice of any default or non-payment by the Hauler/Customer of the obligation or obligations and demand for payment and presentment and protest of any note or of any other related instrument and notice thereof or of dishonor, non-payment or protest are hereby waived by Guarantor.

No delay by the Authority in exercising any right, power or privilege under the obligations or this Guarantee or otherwise, shall operate as a waiver of any such privilege or right.

This Guarantee and the liability of Guarantor hereunder shall be binding upon the distributees, legal representatives, and assigns of Guarantor. All of the rights of the Authority may be assigned by it and shall inure to the benefit of its successors and assigns; the Authority shall give notice to Guarantor of any assignment, but the failure to give notice shall not affect the validity or enforceability of this Guarantee.

If there is more than one person designated hereunder as Guarantor, their obligations under this Guarantee shall be joint and several and references to "Guarantor" in this agreement shall, where the context makes appropriate, refer to them and each of them.

IN WITNESS WHEREOF, Guarantor has signed this instrument on _____.
Date

Individual Guarantor

Corporate or Partnership Guarantor

Individual Guarantor

By _____
Name and Title