



**EKLUTNA, INC. & SUBSIDIARIES**



**Phone: (907) 696-2822**

**P.O. Box 773307 | Eagle River, AK 99577-3307**

**Email: [esg.billing@eklutnainc.com](mailto:esg.billing@eklutnainc.com)**

Legal Business Name

Main Contact

Company Email Address

Business Phone

Fax

Mailing Address

City

State

Zip

Physical Address

City

State

Zip

Print Name

Date

Signature

*Please email completed credit application to: [esg.billing@eklutnainc.com](mailto:esg.billing@eklutnainc.com)*

**CREDIT APPLICATION**

*Fillable Application*

Company Name \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Accounts Payable Email Address: \_\_\_\_\_ Website: \_\_\_\_\_

Account Payable Contact: \_\_\_\_\_ Accounts Payable Phone #: (\_\_\_\_) \_\_\_\_\_

Number of Years in Business: \_\_\_\_\_ PO#'s Required? ☐ Yes ☐ No

Credit Amount Desired: \$ \_\_\_\_\_

**Billing Cycle**  
Every Monday and Tuesday

Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ Proprietorship \_\_\_\_\_ \*Individual \_\_\_\_\_

Incorporated within the last 12 months? \_\_\_\_\_ Tax ID or SSN: \_\_\_\_\_ State: \_\_\_\_\_

Owner(s) Name, Address & Phone # : \_\_\_\_\_

President Name: \_\_\_\_\_ Vice President Name: \_\_\_\_\_

\*If Individual Complete this information required\* Name of Purchaser: \_\_\_\_\_

Home Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_ Years this address: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

SSN# \_\_\_\_\_

**Bank References**

Bank: \_\_\_\_\_ Bank Phone Contact: (\_\_\_\_) \_\_\_\_\_

Bank Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Account # (Checking & Savings) : \_\_\_\_\_ Account Representative: \_\_\_\_\_

**Trade References**

\*\*\* 3 Business / Trade References Required \*\*\*

Company Name: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Account Contact: \_\_\_\_\_ Accounting Email: \_\_\_\_\_

Company Name: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Account Contact: \_\_\_\_\_ Accounting Email: \_\_\_\_\_

Company Name: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Account Contact: \_\_\_\_\_ Accounting Email: \_\_\_\_\_

If credit is extended by ESG, all terms and conditions on the attached "Credit Terms and Exclusion of Warranties" shall be applicable. A copy of ESG's "Credit Terms and Exclusion of Warranties" is acknowledged as received by the undersigned and such terms, as listed therein are the express conditions, which govern any credit purchases. The applicant acknowledges the terms set forth in the attached "Site 4 Import/Export Permit" for importing materials in our dump site.

I certify that the information provided is true and correct, and that I can and will comply with Eklutna Services dba Eklutna Sand & Gravel's credit terms. Eklutna credit terms are **Net 20 days from receipt of Invoice**. Finance charges will be added to **ALL** past due invoices.

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**Eklutna Services dba Eklutna Sand & Gravel**

Approved by \_\_\_\_\_

Signature \_\_\_\_\_

Date Approved \_\_\_\_\_

## **CREDIT TERMS AND EXCLUSION OF WARRANTIES**

### **Eklutna Inc. and Subsidiaries**

1. Each applicant must complete an application for credit, and these Credit Terms and Exclusions of Warranties are a part of that application.
2. Decisions will be based on the following:

Credit Reports	Length of Employment	Financing
References	Length of Time in Business	Length of Residency
3. All contractors must be licensed and bonded.
4. Limits may be set on the account; however, if credit is extended in excess of the limit, the applicant will be bound to pay the full amount.
5. Payment terms for all invoices will be Net 20. Accounts are considered past due over 30 days. Each payment or sum past due shall bear a late payment of 1.5% per month (APR 18%) or an amount not to exceed the highest rate permitted by law. \*Eklutna Sand & Gravel does not extend "pay when paid" terms.
6. Accounts that aged because of customer error will normally be treated as late accounts. Consideration for extraordinary circumstances may be considered by the Accounting Department.
7. Disputes should be promptly referred to the Accounting Department where they will be resolved as soon as possible.
8. An account that is (30) thirty days past due is considered in default and at Eklutna's discretion, the account will be closed to further charges until the balance has been paid in full. Eklutna will execute its lien rights on any past due account, will institute collection procedures, and will exercise any other rights it may have under law or contract to secure payment of the past due account. If a lawsuit is filed, Eklutna shall be entitled to recover all attorneys' fees and costs incurred by Eklutna.
9. A person having taken Bankruptcy may be denied credit.
10. Eklutna makes no express or implied warranty on goods or materials purchased on the account and expressly disclaims each and every implied warranty or merchantability and/or fitness for a particular purpose which might otherwise be implied in law with respect to the sale of such goods or materials. There are no warranties, which extend beyond the description contained in this instrument.

**\*\*RETAIN CREDIT TERMS AND EXCLUSION OF WARRANTIES FOR YOUR RECORDS\*\***

## NOTICE TO APPLICANT AND PERSONAL GUARANTOR

1. The applicant and any guarantor each hereby consents to Eklutna's use of a non-business consumer credit report on the undersigned in order to further evaluate the credit worthiness of the undersigned as a principal, proprietor, and/or guarantor under this credit application. Each hereby authorizes Eklutna to utilize a consumer credit report each from time to time in connection with the extension or continuation of the business credit represented by this credit application. The applicant and any guarantor each hereby knowingly consents to the use of such credit report consistent with the Federal For Credit Reporting Act as contained in the 15.U.S.C § et seq.
2. The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applications on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Federal Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission
3. As an applicant for credit, you are entitled to a statement of reasons why your application is denied within 30 days if you request that statement within 60 days of notification to you. You may obtain this information from the credit manager of Eklutna at 16515 Centerfield Drive Ste 201, Eagle River, AK 99577, telephone (907) 696-2828. If notification to you is oral, you may request in writing a written confirmation, and such written confirmation will be provided within 30 days of your request.

## PERSONAL GUARANTEE

1. To induce Eklutna, Inc. and its subsidiaries to do business with and extend credit to \_\_\_\_\_  
(Legal Business Name)  
(Herein referred to as Principal Obligor), I personally guarantee, payment of all obligations of the Principal Obligor which occur pursuant on the credit application, including the Credit Terms and Exclusion of Warranties. This guarantee shall not be limited by any credit application if the Principal Obligor exceeds such limits.
2. My guarantee is absolute and unconditional.
3. I waive any rights I might otherwise have to:
  - a) notice of Eklutna's acceptance of this guarantee;
  - b) notice of transactions occurring under this guarantee; and
  - c) notice of Principal Obligor's default on its obligations to Eklutna.
4. I agree to provide Eklutna written notification of any changes in Name of Account, Location/Address, Ownership or Bonding information, and address of Guarantors.
5. Upon Principal Obligor's default, I agree to immediately become liable for Principal Obligor's obligations; Eklutna need not seek performance, payment, and collection from Principal Obligor before seeking payment from me.
6. If more than one person guarantees payment, I agree to be jointly and severally liable with all other guarantors for payment.
7. Any delay by Eklutna in enforcing Principal Obligor's obligations or my obligations under this guarantee shall not limit, release, or discharge my obligations under this guarantee.
8. Eklutna may release any other guarantor of the Principal Obligor's obligations without affecting my liability.
9. I agree to pay all costs and attorney's fees incurred by Eklutna in enforcing its rights against Principal Obligor and all guarantors, including myself.
10. To terminate my guarantee, I must provide written notice of termination to the credit department of Eklutna. My notice of termination must be signed not only by myself, but also by an authorized representative of Eklutna. Termination will not release me of liability for obligations arising before the effective date of my termination, and that effective date may not be a date prior to execution of this notice by an authorized representative of Eklutna.

Date	SIGNED IN MY INDIVIDUAL CAPACITY AS GUARANTOR	Print Name
Date	SIGNED IN MY INDIVIDUAL CAPACITY AS GUARANTOR	Print Name
Date	SIGNED IN MY INDIVIDUAL CAPACITY AS GUARANTOR	Print Name

Eklutna Services, LLC  
16515 Centerfield Dr, Ste 201  
Eagle River, AK 99577  
Phone: (907) 696-2822



## SITE 4 IMPORT/EXPORT PERMIT

Company Name ("Licensee") \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Office Number: \_\_\_\_\_ Cell Number: \_\_\_\_\_ Email : \_\_\_\_\_

Emergency Contact:

Name: \_\_\_\_\_ Phone Number(s): \_\_\_\_\_

This document constitutes a nonexclusive license agreement for Licensee's disposal of certain Permitted Materials, defined below, on the Site. A condition of use of the below-defined Site is Licensee's ongoing obligation to provide updated information as to the location of origin of all Permitted Materials disposed of at the Site. Please state such locations below. Updated information will be requested at the time of the disposal as well.

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**LOCATION:** T15N, R2W, Portions of Sections 26, 34, 35 (Site 4) Seward Meridian, Alaska ("Site"). The Site is accessible through a gate located at the end of Eklutna Park Drive, West of the North Eagle River exit of the Glenn Highway.

Licensee may operate under this License under the following terms and conditions:

**FEES.** See current rate sheet for Fees. Eklutna Services, LLC ("Eklutna") may update Rates with notice to all contract holders. Prior to any access to the Site, credit approval must be established for credit accounts. Licensee will be billed as described in their Credit Application and Credit Terms based on load documents maintained by Eklutna's employees and agents. A \$25 fee will be assessed for any checks returned to Eklutna for Not Sufficient Funds.

### PERMIT

1. Permit. Subject to the terms and conditions set forth in this document, Eklutna, manager of the Site owned by Eklutna, Inc., hereby grants Licensee a non-exclusive license ("Permit") to enter upon and utilize the Site for the limited purpose(s) of exporting topsoil or aggregate products, and disposing unusable clean excavated materials ("Permitted Materials"). Permitted Materials include: unclassified excavation, clean materials not suitable for construction, organic materials, peat, and demolished concrete. Permitted Materials expressly **EXCLUDE**
  - a) Demolition waste
  - b) Solid waste, including but not limited to ashes, garbage, wood waste or any other forms of solid wastes
  - c) Any material contaminated with any Hazardous Materials. The term "Hazardous Materials" means any hazardous or toxic substance, material or waste which is regulated by any governmental authority of the State of Alaska or the United States, including without limitation, any material or substance which (i) is defined or listed as a "hazardous material", "toxic pollutant", "hazardous waste", "hazardous substance" or "hazardous pollutant,"

under applicable federal, state or local law or administrative codes promulgated thereunder, or contains any of the following (ii) hydrocarbons of any kind, nature or description, including, but not limited to, gas, oil, or similar petroleum products, (iii) asbestos, (iv) PCBs (v) radioactive materials; (vi) medical biological wastes.

- d) Any other material rejected by the Eklutna personnel at the their discretion. Materials excluded under subsection (a)-(d), shall be referred to as the "Excluded Materials."
2. Term. The term ("Term") of this Permit shall be indefinite; provided, however, Eklutna reserves the right to revoke Licensee's Permit at any time and for any reason without cause or advance notice to Licensee.
  3. Access. In order to gain access to the Site, Licensee's authorized representative shall identify Licensee's Permit Number along with the identification of the truck/driver transporting the Permitted Materials to the Eklutna employee or agent at the entrance gate, and shall sign a receipt reaffirming and acknowledging the terms of this Permit.
  4. Site Use. Licensee shall not (a) use the Site for any unlawful purposes, (b) deliver any Excluded Materials; or (c) leave behind, discharge or release any contaminated materials including but not limited to: petroleum products, trash, solid or liquid waste, or flammable, combustible, explosive, corrosive, perishable, noxious, dangerous, toxic or hazardous items or materials on the Site. If the Licensee violates the terms of this Permit, fails to use the site in a lawful way, damages the Site or Access Gate, or leaves contaminated materials at the site, this Permit shall be revoked and Eklutna's damages to the extent as allowed under law will be assessed to the Licensee.
  5. Compliance with Laws: Licensee shall, at all times, (a) conduct its activities in, on and about the Site in a safe and prudent manner and (b) comply with all local, state and federal laws, statutes, ordinances, rules and regulations now or hereafter applicable to the Site and/or Licensee's use of the Site, including but not limited to, the rules implemented by Eklutna from time to time. The initial such rules are attached herewith. Licensee will comply with all Site personnel directions on the location and manner of placing Permitted Materials on site.
  6. No Assignment: This Permit is a revocable license personal to Licensee that is not assignable or otherwise transferable to any company or person not expressly named in this Permit, voluntarily or involuntarily, without Eklutna's prior written consent, which may be withheld in Eklutna's sole and absolute discretion.
  7. Damage/Loss: Licensee is solely responsible for, and shall defend, indemnify and hold Eklutna harmless from and against, all damage and/or loss, which in any way arises out of, results from, is based upon or connected with the use of, access to or acts or omission in, on, or about the Site, in whole or in part, by Licensee or any person for whom Licensee is legally responsible, including any person to whom Licensee has given authority to use the Site. Licensee shall be strictly liable for and shall reimburse any and all remediation and removal expenses incurred by Eklutna as a result of Licensee delivering or releasing Excluded Materials to the Site and Licensee shall defend, indemnify and hold Eklutna harmless from any and all claims, demands, causes of action, damages, liabilities, losses, expenses, penalties, fines and all costs of defense relative thereto or as a result of the transport or release of Excluded Materials on the Site by Licensee, regardless of Licensee's knowledge (or lack thereof) that the deposited material contained Excluded Materials.
  8. Insurance: Licensee shall procure and maintain, at its expense: (a) commercial general liability insurance coverage for all of its operations on the Site with limits of at least \$1,000,000 Each Occurrence and \$2,000,000 General Aggregate and (b) business automobile liability insurance coverage, which includes coverage for (i) owned, nonowned and hired motor vehicles and (ii) uninsured and underinsured motorists with combined single limits of at least \$1,000,000. All such insurance shall be issued by a responsible insurance company licensed to do business within the State of Alaska with an AM Best rating of at least A-VII. Licensee shall cause Eklutna to be a named additional insured on such policies and a waiver of subrogation shall be provided in favor of Eklutna. Licensee's insurance shall be primary and noncontributing to any policy maintained by Eklutna.
  9. Termination: Failure to comply with the above terms and conditions will result in termination of use of the Site by the Licensee.

**LICENSEE HAS READ AND UNDERSTANDS ALL OF THE TERMS AND CONDITIONS OF THIS PERMIT, INCLUDING THE TERMS AND CONDITIONS AND RULES ATTACHED HERETO, AND AGREES TO ALL SUCH TERMS AND CONDITIONS.**

Licensee

Eklutna Sand & Gravel

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

By \_\_\_\_\_  
Printed Name

By \_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

### **RULES AND REGULATIONS**

- ☐ Access is allowed only during posted hours while site is manned.
- ☐ Licensee shall wait for the Access Gate to open completely before entering or exiting the Site.
- ☐ Licensee shall obey all posted speed limits.
- ☐ Licensee shall follow onsite directions and place load in locations as designate by onsite Eklutna representative.
- ☐ Licensee shall be responsible for any and all damages it causes to the Access Gate and its associated apparatus.
- ☐ All vehicles shall be readily identifiable.
- ☐ All accidents shall be reported to the operations manager of Eklutna at (907) 696-2822.
- ☐ Vehicles entering the Site have the right of way.
- ☐ Onsite spraying of dump beds is not allowed.
- ☐ Vehicles with leaking hydraulic fluids will not be allowed on-site
- ☐ No cell phone usage in the mining and dumpsite areas

**Licensee has read the above Rules, understands and agrees to abide by them, and has received a copy attached to its Permit:**

Licensee (Company Name): \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

By \_\_\_\_\_  
Printed Name