

**OCONEE ROCK YARD, INC.
CREDIT APPLICATION**

BUSINESS CONTACT INFORMATION

Title:			
Company name:			
Phone:	Fax:	E-mail:	
Registered company address:			
City:	State:	ZIP Code:	
Date business commenced:			
Sole proprietorship:	Partnership:	Corporation:	Other:

BUSINESS AND CREDIT INFORMATION

Primary business address:			
City:	State:	ZIP Code:	
How long at current address?			
Telephone:	Fax:	E-mail:	
Bank name:			
Bank address:		Phone:	
City:	State:	ZIP Code:	
Type of account	Account number		
Savings			
Checking			
Other			

BUSINESS/TRADE REFERENCES

Company name:			
Address:			
City:	State:	ZIP Code:	
Phone:	Fax:	E-mail:	
Type of account:			
Company name:			
Address:			
City:	State:	ZIP Code:	
Phone:	Fax:	E-mail:	
Type of account:			
Company name:			
Address:			
City:	State:	ZIP Code:	
Phone:	Fax:	E-mail:	
Type of account:			

AGREEMENT

This Credit Application is subject to the Terms of Agreement attached hereto as Exhibit "A" and incorporated herein by reference.

SIGNATURES

Title:	Title:
Date:	Date:

EXHIBIT "A"
TERMS OF AGREEMENT

By submitting this Credit Application to Oconee Rock Yard, Inc. (the "Company"), the applicant (the "Applicant") agrees as follows:

1. The person or persons signing this Credit Application on behalf of Applicant is / are authorized to do so and no further signatures or resolutions of Applicant are required to bind Applicant to the terms hereof. By receiving any goods or services from Company, Applicant further consents to the terms hereof.
2. Company is authorized to make inquiries into all banking and business references Applicant has supplied on this Credit Application.
3. Should Company provide services or products to Applicant, Applicant shall remit prompt payment to Company for such services or products upon receipt of Company's invoice for such products or services. Any payment not received within 30 days of the invoice date shall be subject to a five percent (5%) late fee and the unpaid balance shall bear interest at a rate of eighteen percent (18%) per annum.
4. In the event Applicant does not pay any invoice when due, all costs of collection, including fifteen percent (15%) of the unpaid invoice balance as attorney's fees, shall be paid by Applicant to Company.
5. In the event of any dispute between the parties, each party hereby waives the right to a trial by jury. Any action to enforce the terms hereof or any dispute between the parties must be filed in the Superior Court of Morgan County, Georgia.
6. All notices between Company and Applicant shall be effective upon dispatch if by facsimile, otherwise all notices are effective upon receipt. Applicant shall receive notice at the address at the numbers provided in this application. Company shall receive notice only at 797 Harmony Road, Eatonton, Georgia 31024. Any party may change said addresses and facsimile numbers by giving the other Parties hereto written notice of said change of address.
7. Any party's failure to seek redress for a violation or to insist upon strict performance of any provision hereof will not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.
8. In the event that any provision or condition herein shall be deemed invalid and unenforceable, these provisions and conditions shall be deemed separate, severable and severed and the remainder of this Agreement will remain in full force and effect to the extent that the intent of the Parties can still be executed. It is also the intention of the Parties that in lieu of each clause or provision of this Agreement that may be invalid or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such invalid or unenforceable provision as may be possible and be legal, valid and enforceable.
9. These Terms of Agreement are to be construed according to the laws of the State of Georgia.
10. The rights and remedies provided for herein are cumulative and the use of any right or remedy does not limit a party's right to use any or all other remedies. All rights and remedies herein are in addition to any other legal rights the parties may have.
11. The parties covenant and warrant that the terms contained herein are confidential and that no party shall publish or release the terms to an outside party except with the consent of the other party.
12. These Terms of Agreement are binding upon and insure to the benefit of the parties and, to the extent permitted by this Agreement, their heirs, executors, administrators, legal representatives, successors and assigns.
13. These Terms of Agreement constitutes the complete and exclusive statement of the agreement among the Parties, as the same may be amended by any written invoice terms.
14. Time is of the essence of this Agreement.

Signature

Date