



Owner / Agency Acknowledgment Form

1. Generator / Project Information

Generator Name: _____	8	Opportunity Name: _____	1
Generator Address: _____	9	Location: _____	2
City, State, Zip: _____	10	State: _____	3
Generator County: _____	11	County: _____	4
Generator Contact: _____	12	Project Contact: _____	5
Generator Phone #: _____	13	Project Phone #: _____	6
Generator Email: _____	14	Project Email: _____	7

2. Client Account Billing Information

Account Name: _____	15	Account Contact: _____	18
Account Address: _____	16	Account Phone #: _____	19
City, State, Zip: _____	17	Account Email: _____	20
		Transporter: _____	21

3. Material Information

22 A. Estimated Quantity: _____ Tons Cubic Yards

23 B. Common Fill* Materials:

Clean Tested Soils Urban Fill _____% Top Soil Rock Material

Other (specify): _____% Tunnel Rock

Rock greater than 12"

* Common fill material meeting the NJDEP Residential Direct Contact Soil Remediation Standards (RDCSR)

1. Is there any waste in the fill material?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
2. Is this material from a septic system location?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
3. Is this material from a storage tank or tank farm location?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
4. Is this Material Historic Fill?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5. Is this Material from a site in a Regulatory Program?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

If Yes, provide Agency Name and Agency Case Number: _____

24 C. Please provide all relevant history of the site that may affect P Park's review and approval of material to be received:

25 D. How was this material sampled? In-Situ Ex-Situ Sampling Plan / Proposed Excavation Plan Included

26 E. Is analytical data attached? Yes No Summary Table included listing all NJDEP RDCSR parameters

27 F. The Site / Material Owner Certifies that the material being proposed for acceptance does not contain non-recyclable construction debris including wood, paper, rubber, municipal waste, or other highly organic material.

Yes No* (*If "No", please explain below):

4. Certification of Sampler (if applicable)

As an independent professional, I certify that the samples obtained as described in Sections 1 and 2 herein were obtained in accordance with the NJDEP sampling requirements (N.J.A.C. 7:26E-2) and that sample collection has been performed in accordance with the current Field Sampling Procedures Manual, NJDEP. (Note: Below information must be completed when sample data is provided)

Sampling Company: _____ 28 **Sampler Signature:** _____ 32
 Sampling Address: _____ 29 Sampler Contact Name: _____ 33
 City, State, Zip: _____ 30 Sampler Phone #: _____ 34
 Date: _____ 31 Sampler Email: _____ 35

5. Generator Certification

As owner of the above-described clean material, I warrant that to the best of my knowledge, the material is clean and consists only of those items described in Section 3 above. Furthermore, I certify that the material has been sampled and analyzed in accordance with N.J.A.C. 7:26E-2.1 and that sample collection has been performed in accordance with the current Field Sampling Procedures Manual, NJDEP.

Should, at any time after delivery, the material accepted by P Park NJ, LLC be found to be non-conforming to the information certified in this profile and represented by documentation attached hereto, it becomes the responsibility of the Generator/Agent to remove the waste from the designated P Park NJ, LLC facility within five (5) days of notification. Notification is to be verbal followed by written notification, overnight receipted. It is the Generator's/Agent's responsibility to abide by all Federal, State and Local regulations associated with the removal of their waste.

If the waste is not removed within the specified time period stated above, the said disposal shall be arranged by a P Park NJ, LLC representative and billed to the Generator/Agent at cost plus basis. Furthermore, the Generator/Agent will be responsible for any and all costs associated with the decontamination required by the P Park NJ, LLC facility that is related to the Generator's/Agent's material and all liability for such nonconforming waste shall revert to Generator/Agent.

Liability Acknowledgment: Please note that the owner of this material referenced in this application will be held liable for any factual misrepresentations regarding the quality, quantity, source, and condition of the fill material proposed for acceptance at the P Park NJ Facility.

Signature of Generator: _____ 36 Generator Address: _____ 38
 Generator Contact Name: _____ 37 City, State, Zip: _____ 39
 Date: _____ 40

6. Owner Information

Owner Name: _____ 41 Owner Address: _____ 46
 Contact Name: _____ 42 City, State, Zip: _____ 47
 Contact Title: _____ 43 Contact Phone #: _____ 48
 Owner Signature: _____ 44 Date: _____ 49
 Owner Printed Name: _____ 45

7. Agency Information

Agency Name: _____ 50 Agency Address: _____ 55
 Agency Contact Name: _____ 51 City, State, Zip: _____ 56
 Agency Contact Title: _____ 52 Agency Contact Phone #: _____ 57
Agency Signature: _____ 53 Agency Contact Email: _____ 58
 Agency Printed Name: _____ 54 Date: _____ 59

The aforementioned Owner / Agency acknowledges that excavated material from the above referenced project may be placed with P Park NJ, LLC located at 100 Planten Avenue, Prospect Park, NJ and that P. Park NJ, LLC is an eligible lienor on this Project under the Lien Law.



P Park NJ, LLC Insurance and Indemnification Requirements

The Customer shall be responsible for providing P Park NJ, LLC (“P Park”) with updated insurance certificates for the entire time it will be present on the Site and each time thereafter. The Customer shall procure and maintain such insurance with such coverages and limits, at a minimum, as shown in the attached Certificate of Liability Insurance. All liability policies shall name P Park NJ, LLC as additional insured and provide primary non-contributory coverage. In the event of a lapse of coverage, expiration, or failure to procure any insurance required herein, P Park reserves the right to prohibit the Customer’s access / entrance on to the Site, until such coverage has been re-established and / or secured with sufficient evidence of the same being provided to P Park.

Indemnification / Hold Harmless:

To the fullest extent permitted by law, the Customer shall defend, indemnify, and hold harmless P Park NJ, LLC as well as their officers, directors, partners, agents, affiliates, representatives, and employees from and against any and all claims, costs, suits, expenses, losses, damages, liabilities, and professional fees, including reasonable attorney’s fees, resulting from, arising out of, or in any way connected with the acts and / or omissions of the Customer or the Customer’s officers, directors, partners, employees, agents, sub-contractors, sub-consultants, or independent contractors, including claims by any employees, or the performance of the Customer’s activities while entering, exiting or on the Site.

Waiver of Subrogation:

The Customer, on behalf of itself and its insurance companies, waives all rights against P Park for any loss, damage, or injury whatsoever.

Successors and Assigns:

The Customer binds itself, its partners, successors, executors, administrators, representatives, and assigns to all covenants herein. The Customer shall not assign or transfer his interest in the quotation or other agreement with P Park without the written consent of P Park.

Incorporation of These Provisions:

It is hereby agreed by P Park and the Customer that the foregoing insurance and indemnification provisions are a part of each and every contract and / or agreement, by and between P Park and the Customer, and that the obligations of the Customer to P Park shall survive the completion of the activities by the Customer on the Site.

Other Conditions:

The Customer acknowledges and agrees that the failure of P Park to specifically enforce any of the above-referenced provisions shall not waive the responsibility of the Customer to comply with all insurance and indemnification conditions and requirements set forth herein.

CUSTOMER:

Account Name:

Authorized Customer Signature:

Title:

Date:



P Park NJ, LLC Credit Application

Form 3

The undersigned hereby request P Park NJ, LLC (hereinafter referred to as SELLER) to extend open account to:

Account Name: _____ **Account Address:** _____

Federal ID #: _____ **City, State, Zip:** _____

Account Phone #: _____ **Customer Fax #:** _____

State Resale #: _____ **Select One:** Corporation Partnership Sole Owner

Account Contact Name: _____ **Contact Phone #:** _____

Hereinafter referred to as PURCHASERS and that sold account and the collection there of shall be subject to the conditions of sale now or hereafter published by the SELLER, it is fully understood that a 2% (two percent) per month or 24% per annum service charge will be added to any unpaid balances which are 30 (thirty) days or more past due and that the PURCHASERS will also pay said costs of collection including SELLERS legal fees incurred in the collection of the account balance including service charge.

Date: _____ **Customer Signature:** _____ **Title:** _____

Name of Owners, Partners, Corporate Officers (with titles):

Name: _____ **Address:** _____

Home Phone #: _____

Name: _____ **Address:** _____

Home Phone #: _____

*****I hereby authorize the banks listed below to reveal normal credit information to your company for the purpose of consideration for the establishment of Trade Credit (SIGNATURE) _____ (authorized bank Signatory)*****

BUSINESS Bank Name: _____ **Address:** _____

City, State, Zip: _____

Ph#: _____ **Fax#:** _____ **Business Checking Acct. #:** _____

PERSONAL Bank Name: _____ **Address:** _____

City, State, Zip: _____

Ph#: _____ **Fax#:** _____ **Personal Checking Acct. #:** _____

High Monthly Credit Desired: _____

Accounts Payable Contact: _____ **A/P Phone #:** _____

Trade References: (Please give the Name, Address, and Phone #)

1. Name: _____ **Address:** _____

Ph #: _____ **City, State, Zip:** _____

2. Name: _____ **Address:** _____

Ph #: _____ **City, State, Zip:** _____

3. Name: _____ **Address:** _____

Ph #: _____ **City, State, Zip:** _____



Corporate Guarantee

Account Name: _____

Address: _____

Signature / Date: _____

Print Name/Title: _____

Personal Guarantee

In consideration of the SELLER extending credit to the above PURCHASER and with the understanding that without this guarantee the SELLER would not extend such credit, the undersigned absolutely guarantees the PURCHASER'S timely payment to the SELLER of the above amount and all obligations, past, present, and future due the SELLER by the PURCHASER, including service charges and Attorney fees. The undersigned grants permission to the SELLER to modify and alter the PURCHASER'S above account and all terms. In connection therewith, without notice and without effecting the force and effect of this guarantee and further waives notice of all defaults and changes.

SIGNATURE of PERSONAL GUARANTOR (no title): _____

PRINT NAME AND ADDRESS OF PERSONAL GUARANTOR: _____