

CALL A DUMPSTER

FRONT LOADER SERVICE

CUSTOMER:

DUMPSTER SIZE: 6 YARD _____ 8 YARD _____

DELIVERY ADDRESS:

PLACEMENT:

DELIVERY DATE / START DATE:

DAYS OF SERVICE: MON ___ TUE ___ WED ___ THU ___ FRI ___ SAT ___ SUN ___

TERMS AND CONDITIONS

SERVICES. Customer grants Company the exclusive right to collect and dispose of all of Customer's Waste Materials (as defined below). Company agrees to provide the services and equipment specified herein, subject to the terms and conditions of this Agreement. Changes in collection frequency and type of equipment may be agreed upon orally or in writing, provided that no terms and conditions added by Customer shall be binding upon Company unless expressly accepted in writing by the Company's authorized officer. Company reserves the right to substitute similar but equivalent services. These terms and conditions supersede any Customer-issued agreements and/or purchase orders.

TERM. The term of this Agreement is thirty-six (36) months commencing on the Effective Date referenced herein and will automatically renew for additional thirty-six (36) month terms

unless the Customer provides notice of non-renewal by certified mail, personal delivery, or a nationally recognized courier service to the Company's address at least ninety (90) but not more than one hundred eighty (180) days prior to the expiration of the then-current term. If Customer terminates this Agreement other than as provided above, or if Company terminates due to Customer's breach (including nonpayment), Customer shall pay liquidated damages equal to the average of the Customer's invoices for the prior twelve (12) months multiplied by six (6). If Customer has not been serviced for twelve months, the amount will equal the most recent monthly charge multiplied by six. Customer acknowledges that this liquidated damages amount is reasonable and not a penalty.

EQUIPMENT. All equipment furnished to Customer or used by Company ("Equipment") shall remain Company's exclusive property and shall be used only for the purposes intended by this Agreement. Customer shall not alter, move, overload, or misuse the Equipment. Customer is responsible for maintaining the Equipment and surrounding areas in a clean and safe manner. Any damage to the Equipment, except for normal wear and tear, shall be the responsibility of the Customer.

NON-HAZARDOUS WASTE ONLY. Customer represents and warrants that all materials to be collected by Company are non-hazardous solid waste and recyclables and will not contain any excluded waste, including but not limited to hazardous, biohazardous, infectious, or toxic materials. Customer shall be responsible for all costs associated with the handling and disposal of excluded waste.

INDEMNITY. Company shall indemnify and hold Customer harmless from claims for damage to persons or property caused by Company's negligence or willful misconduct. Customer shall indemnify and hold Company harmless from claims arising from Customer's negligence, misconduct, or breach of this Agreement.

ACCESS. Customer shall provide unobstructed access to the Waste Materials on the scheduled collection day. If access is not provided, additional charges may apply. Company shall not be liable for damage to curbs, driveways, or other property unless caused by Company's negligence.

CHARGES & PAYMENT. Customer agrees to pay all invoice charges within twenty (20) days of the invoice date. Late payments may incur additional charges. Company reserves the right to suspend service or remove Equipment for nonpayment or breach of this Agreement. Rates may be adjusted due to changes in laws, costs, or other factors, with prior notice to Customer.

DISPUTES, ARBITRATION, JURY TRIAL & CLASS ACTION WAIVER. Except for claims related to payment or indemnity, any disputes arising under this Agreement shall be resolved through binding arbitration under the rules of the American Arbitration Association. Both parties waive the right to a jury trial and agree not to participate in any class action or consolidated proceedings.

MISCELLANEOUS. This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements. Any invalid provision shall not affect the validity of the remaining provisions. Customer may not assign this Agreement without Company's prior written consent.

This document is a general template and should be reviewed by a legal professional to ensure compliance with applicable laws and regulations.

COST:

PAYMENT:

AUTHORIZED SIGNATUR

PRINT NAME