



1. **EQUIPMENT:** All equipment furnished to the Customer by the Company is and shall remain the property of the Company and the Customer shall have no right, title or interest therein except as set forth in this Agreement Customers shall utilize the equipment. Additionally, the equipment shall be sited on a hard surface capable of supporting the weight of the equipment and the Company's collection vehicles. Please note that Customer is responsible for \$150 cost of each garbage can if not returned.
2. **COLLECTION:** On collection days the Customer shall provide unobstructed access to the equipment. If the equipment is not accessible the Customer will be serviced on the next regularly scheduled day and no credit shall be given for the missed collection.
3. **REFUSE AND WASTE MATERIAL:** The Customer shall not place any materials in the Company's equipment on in other containers which are owned or used by the Customer which require special handling including but not limited to, hazardous materials as defined in any applicable state or federal statute, rules or regulation, medical waste or construction debris. Additionally, the costs for the services as provided by the company as set forth herein take into consideration the ownership by the Company of the refuse materials which are collected pursuant to the provisions of this Agreement.
4. **PRICE:** The price for the services set forth are net of any taxes or other charges imposed by governmental agencies.
5. **PAYMENT:** Customer shall pay all charges in areas on the 1st of each month (Jan 1, Feb 1 etc...) by automatic debit from any credit card, the information for which is furnished by Customer to the Company for that purpose. Any charge not paid within ten (10) days shall be subject to the suspension of service following any payment default which suspension shall remain in effect until all current charges are paid in full. In addition a late fee will be accrued after the 10th of each month. Also, a credit card or ACH must be on file with the Company.
6. **COST INCREASE:** The Customer acknowledges that the Company may increase the costs set forth herein to reflect additional costs incurred by the Company to provide the services including, but not limited to, fuel, dumping fees, office and payroll expenses. Notwithstanding the foregoing, cost increases shall be limited to one increase per calendar year. The Customer will be notified prior to the effective date of any cost increase.
7. **TERMS AND RENEWAL:** The initial term of this Agreement is ONE (1) year from the first day of the month following the date set forth on the first page hereof. The term shall renew automatically upon expiration of the initial term or any renewal term for periods of ONE (1) year unless terminated prior thereto by the Customer). Any cancellation notice sent to the Company by the Customer must be in writing with the understanding that at least 2 months notice needs to be given. If not, the Customer assumes responsibility for all payments for the remainder of the year as well responsible for scheduling to have the garbage can returned.
8. **NOTICE OF DEFAULT TO CONTRACTOR:** In the event that there exists a material default by the Company, then the Customer shall provide the Company with written notice thereof (via Certified Mail, Return Receipt Requested) and the opportunity to cure such default within fifteen (15) business days. If the Company does not correct the default, then the Customer may terminate this Agreement and shall not be liable for the payment of any charges continue except that the Company shall not be entitled to collect any charges for the period in which it shall have been found to be in default.
10. **DAMAGES:** The parties agree that the Company's damages in the event of improper termination by the Customer will be difficult to compute. Accordingly, in the event of improper termination, the Customer agrees to pay liquidated damages equal to 50 percent of the Company's charges set forth herein (subject to adjustment in accordance with the provisions of Section 6 hereof) for the remaining term of this Agreement. In addition, thereto the Customer shall pay the Company's costs of collection, including, but not limited to, court costs and reasonable attorney's fees.
11. **INDEMNIFICATION:** Customer agrees to hold harmless and indemnify the Company from any and all damages, losses, claims, penalties, fines and liabilities for injury or death to persons or loss or damage to property of the environment, including reasonable attorney's fees, resulting from the Customer's breach of any representation or obligation set forth herein.
12. **AUTHORITY TO EXECUTE:** The Customer represents that the person executing this Agreement either individually or as the representative of an entity such as a corporation or limited liability company is authorized to do so.
13. **WAIVERS:** Each of the parties hereto waives the right to jury trial in any litigation brought to enforce or interpret the provisions of this Agreement.
14. **MISCELLANEOUS:** A.) Minor modifications to this Agreement such as a change in the day of service may be made orally; B.) Customer shall execute a new Service Agreement if Customer requires changes in container size, frequency of pick-up or any additional service; C.) This Agreement shall be binding upon and shall benefit the successors and assigns of the parties; and d) Neither party shall be liable to the other due to events beyond a party's control including governmental action, strikes, acts of God, fires and explosions.

By clicking this box, you agree to all terms above.